SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated 20 June, 2023 and is between Valley Children's Hospital, a California non-profit public benefit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. County's Department of Public Health's Emergency Medical Services (EMS) Division, is the designated Local EMS Agency (hereinafter referred to as the "EMS Agency") for the Counties of Fresno, Kings, Madera and Tulare, as provided in Health & Safety Code section 1797.200.

B. County and EMS Agency recognize a continuous need for a Level II Pediatric Trauma Center to serve pediatric trauma victims in Fresno, Kings, Madera and Tulare Counties

C. Contractor desires that the local EMS Agency designate Contractor as a Level II Pediatric Trauma Center in accordance with Title 22, Division 9, Chapter 7 of the California Code of Regulations, entitled "Trauma Care Systems" (§§ 100236 et seq.; hereinafter referred to as the "Trauma Care Regulations"), and the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Health & Safety Code, §§ 1797 et seq.; hereinafter referred to as the "EMS Act").

D. In order for Contractor to be designated by the EMS Agency as a Level II Pediatric Trauma Center, Contractor is required to have a written agreement with the EMS Agency for the provision of such services, as provided by Trauma Care Regulation, section 100255(g).

E. Contractor has continuously been designated by the County as a Level II Pediatric Trauma Center since 2016.

F. Contractor represents that it will maintain and operate a qualifying trauma center, in accordance with the Trauma Care Regulations and the EMS Act, and is agreeable to such designation by the EMS Agency.

The parties therefore agree as follows:

Article 1

EMS System/Designation of Contractor

A. The parties acknowledge and agree that the EMS Agency has the authority to plan, implement and evaluate an emergency medical services system in Fresno, Kings, Madera, and Tulare Counties pursuant to Health and Safety Code sections 1797.200 and 1797.204.

B. The parties acknowledge and agree that the EMS Agency has the authority to implement and update a trauma care system for the EMS System, including the authority to designate a Level II Pediatric Trauma Center for the EMS System, pursuant to Health & Safety Code sections 1798.160 et seq. of the EMS Act, and the Trauma Care Regulations.

C. The parties acknowledge and agree that the EMS Agency Medical Director (including his or her Assistant Medical Directors) of the EMS Agency has the authority of medical control of the EMS System, including the trauma care system, and the authority to assure medical accountability through the planning, implementation and evaluation of the EMS System, including the trauma care system, set forth in Health and Safety Code section 1797.202.

D. The parties acknowledge and agree that the service area for the Contractor's Level II Pediatric Trauma Center is Fresno, Kings, Madera, and Tulare Counties.

E. Contractor acknowledges and agrees that neither the County nor the EMS Agency makes any representation, warranty or guarantee, and cannot and do not assure contractor that any minimum number of trauma patients will be delivered or referred to Contractor's facilities.

F. Contractor acknowledges and agrees that the EMS Agency's designation of Contractor as a Level II Pediatric Trauma Center for the EMS System is made on a non-exclusive basis, and that the EMS Agency reserves the right to designate any other qualifying hospitals, at any time, as a Level I, II, III or IV Trauma Center or Level I or II Pediatric Trauma Center for the EMS System. Contractor acknowledges that the EMS Agency has previously designated Community Regional Medical Center as a Level I Trauma Center and Kaweah Delta Medical Center, in Visalia, as a Level III Trauma Center for the EMS System, as provided in the Regional Trauma Plan.

Article 2

Contractor's Responsibilities

2.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled "Contractor's Responsibilities."

2.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

2.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 3

County's Responsibilities

3.1 The County's shall, at its own expense, at all times during the term of this Agreement cause and/or request the EMS Agency to:

A. Develop, implement and monitor trauma care system policies and procedures.

B. Develop and implement triage procedures, which include injury severity assessment and the determination of patient destination.

C. Provide appropriate information and data to Contractor on the Trauma Care System.

D. Perform periodic announced or unannounced site visits to Contractor's facilities for the purpose of monitoring Contractor's performance under and compliance with this Agreement. Site visits shall not unnecessarily interrupt Contractor or Contractor's personnel.

E. Develop and implement, with input from Contractor, a Trauma Registry Program and Trauma Registry database for the purpose of data collection, monitoring of trauma centers' compliance with the Trauma Center Standards in the Regional Trauma Plan and evaluation of the trauma care system.

F. Perform all other obligations of County under this Agreement.

Article 4

Compensation/Consideration

4.1 **No Monetary Compensation.** Contractor's Level II Pediatric Trauma Center functions, services and activities conducted pursuant to the terms and conditions of this Agreement shall be performed without the payment of any monetary compensation by County to Contractor. County shall not be liable for any costs or expenses incurred by Contractor to satisfy its obligations under this Agreement.

4.2 **Consideration.** The parties acknowledge and agree that their respective covenants made to the other party and benefits received from the other party under this Agreement shall form the basis of the consideration exchanged between them under this Agreement.

Article 5

Term of Agreement

5.1 **Term.** This Agreement is effective on July 1, 2023 and terminates on June 30, 2026, except as provided in section 5.2, "Extension," or Article 6, "Termination and Suspension," below.

5.2 **Extension.** The term of this Agreement shall automatically be extended for an unlimited number of one (1) year extensions upon the same terms and conditions herein set forth, unless written notice of non-renewal is given by either of the parties to the other party no later than 30 days prior to the expiration of the then-current term of this Agreement. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Contractor existing at the time of the extension whether or not known to the County.

Article 6

Notices

6.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Director, Department of Public Health
County of Fresno

P.O. Box 11867
Fresno, CA 93775
CCEMSA@fresnocountyca.gov
Fax: (559) 600-7691

For the Contractor:
President
Valley Children's Hospital
9300 Valley Children's Place
Madera, CA 93636
Email: tsuntrapak@valleychildrens.org
Fax: (559): 353-5311

With a copy to:
Chief Legal Officer
Valley Children's Hospital
9300 Valley Children's Place
Madera, CA 93636
Email: wchaltraw@valleychildrens.org
Fax: (559) 353-5311

6.2 **Change of Contact Information.** Either party may change the information in section 6.1 by giving notice as provided in section 6.3.

6.3 **Method of Delivery.** Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is

deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

6.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 7

Termination and Suspension

7.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

(A) Modify the services provided by the Contractor under this Agreement; or

(B) Terminate this Agreement.

7.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

(1) Obtained or used funds illegally

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

7.3 **Termination without Cause.** In circumstances other than those set forth above, either Party may terminate this Agreement by giving at least 30 days advance written notice of their intent to terminate.

7.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County under this Article 7 is without penalty to or further obligation of the County.

Article 8

Independent Contractor

8.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

8.2 **Verifying Performance**. The County has no right to control, supervise, or direct the manner or method of the Contractor's performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

8.3 **Benefits**. Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security withholding and all related regulations.

8.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 9

Indemnity and Defense

9.1 **Indemnity for Contractor.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise

from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor's obligation to indemnify and hold harmless or defend the County.

9.2 **Indemnity for County.** The County shall indemnify and hold harmless and defend the Contractor (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the Contractor, the County, or any third party that arise from or relate to the performance or failure to perform by the County (or any of its officers, agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend the Contractor.

9.3 The aforesaid indemnity and hold harmless clauses by Contractor and County shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including but not limited to attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies of the indemnifying party shall have been determined to be applicable to any such damages or claims for damages.

9.4 **Survival.** This Article 9 survives the termination of this Agreement.

Article 10
Insurance

10.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this Agreement.

Article 11
Inspections, Audits, and Public Records

11.1 **Inspection of Documents.** The Contractor shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Contractor's records and data with respect to the matters covered by this

Agreement, excluding attorney-client privileged communications. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Contractor's compliance with the terms of this Agreement.

11.2 **State Audit Requirements.** If the compensation to be paid by the County under this Agreement exceeds $10,000, the Contractor is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

11.3 **Public Records.** The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Contractor may provide to the County. The County's public disclosure of this Agreement or any record or data that the Contractor may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Contractor may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that the Contractor may provide to the County, is subject to public disclosure as information concerning the conduct of the

people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Contractor may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

11.4 **Public Records Act Requests.** If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Contractor's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Contractor deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Contractor. Within five business days after the County's demand, the Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's possession or control, together with a written statement that the Contractor, after conducting a diligent search, has produced all requested records that are in the Contractor's possession or control, or (b) provide to the County a written statement that the Contractor, after conducting a diligent search, does not possess or control any of the requested records. The Contractor shall cooperate with the County with respect to any County demand for such records. If the Contractor wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Contractor's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Contractor before disclosing any record subject to the Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 12

Records/Reports

12.1 Contractor shall develop and maintain a Trauma Registry Program which is approved by the EMS Agency. The Trauma Registry Program shall include all appropriate trauma patient information and "hospital data" (as that term is defined in Trauma Regulation, section 100257(c)) concerning such patients as set forth in EMS Policy #332 – Trauma System Monitoring and the Regional Trauma Plan (See Exhibit D) All such records shall be complete and accurate. The EMS Agency shall have access to all such records upon request. Contractor shall provide trauma registry data and/or reports to the EMS Agency upon request and/or on a regularly scheduled timetable such as monthly, quarterly, or annually, which will be agreed upon between the EMS Agency and Contractor. In the event that the EMS Agency develops the capability to directly access and retrieve trauma registry records through computer technology, Contractor shall, at no cost to the EMS Agency, assist the EMS Agency in achieving such access and retrieval of Contractor's Trauma Registry Program through such means.

Article 13

Licenses/Certificates

13.1 Contractor shall, at its own cost, throughout the term of this Agreement, maintain all necessary licenses, permits and certificates necessary for the provision of services hereunder and now or hereafter required by Federal, State and local laws and regulations, the EMS Agency and any other applicable government agencies. This shall include, but not be limited to: 1) being licensed as a general acute care hospital, and 2) holding a special permit for basic or comprehensive emergency services.

Article 14

Disclosure of Self-Dealing Transactions

14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation, or changes its status to operate as a corporation.

14.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a

"Self-Dealing Transaction Disclosure Form" (Exhibit B to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 15

Health Insurance Portability and Accountability Act (HIPAA)

15.1 County and Contractor each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

County and Contractor acknowledge that the exchange of protected health information between them is only for treatment, payment, and health care operations.

County and Contractor intend to protect the privacy and provide for the security of Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (HIPAA Regulations) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require Contractor to enter into a contract containing specific requirements 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 (CFR).

Article 16

Confidentiality and Data Security

16.1 Contractor shall adhere to all data protection requirements laid out in Exhibit E of this Agreement.

Article 17

General Terms

17.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Contractor acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

17.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

17.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

17.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

17.5 **Construction.** The final form of this Agreement is the result of the parties’ combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

17.6 **Days.** Unless otherwise specified, “days” means calendar days.

17.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

17.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties’ original intent.

17.9 **Nondiscrimination.** During the performance of this Agreement, the parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender

identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

17.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.

17.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

17.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

17.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

(A) The Contractor is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

17.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an

electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

17.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

17.16 **Use of Name.** County shall not make any written use of or reference to Contractor's name for any marketing, public relations, advertising, display or other business purpose or make any use of Contractor's facilities for any activity unrelated to the express business purposes and interested of Contractor without the prior written consent of Contractor.

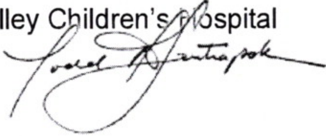
17.17 **Exclusions/Suspensions.** County confirms that it has not been excluded, debarred or suspended from participation in any governmental program, including but not limited to Medicare, Medicaid, or Medi-Cal payor programs, and is not the subject of any investigation regarding participation in such programs, and has not been convicted of any crime relating to any governmental program. County agrees to notify Contractor immediately if County becomes

aware of any adverse action related to County's eligibility to participate in a governmental program. This Agreement shall immediately terminate if County becomes ineligible.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this Agreement on the date stated in the introductory clause.

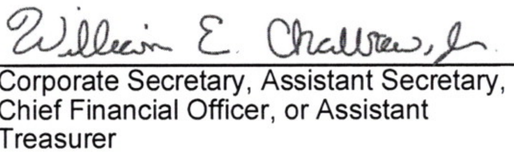
Valley Children's Hospital



Todd Suntrapak, President

June 7, 2023

Date



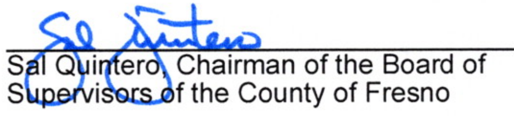
Corporate Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

June 7, 2023

Date

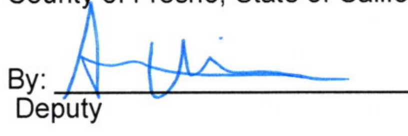
9300 Valley Children's Place
Madera, CA 93638-8762

COUNTY OF FRESNO



Sal Quintero, Chairman of the Board of Supervisors of the County of Fresno

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California



By: ______________________
Deputy

Exhibit A

Contractor's Responsibilities

Contractor shall, at its own expense, at all times during the term of this Agreement:

A. Operate and function as a Level II Pediatric Trauma Center for all patients presenting at Contractor's facilities, regardless of their ability to pay.

B. Provide and maintain the following as required to provide trauma center services as a Level II Pediatric Trauma Center under this Agreement:

1. All facilities and resources, including, but not limited to, all necessary utilities, supplies, equipment and furniture; and

2. All physicians, nurse and other professional personnel, and such technical, administrative, allied and supportive paramedical personnel and such other personnel.

In this regard, Contractor specifically covenants that it will at all times comply with, Trauma Care Regulations sections 100261 (entitled, "Level I and Level II Pediatric Trauma Centers") which is incorporated herein by reference.

C. Take all necessary action to maintain the designation as a Level II Pediatric Trauma Center in accordance with the EMS Act, the Trauma Care Regulations, and the EMS Agency Policies and Procedures now in effect, or which may hereafter come into effect, all of which are incorporated herein by reference.

D. Provide trauma center services as a Level II Pediatric Trauma Center in accordance with all Federal, State, and local laws, and regulations now in effect, or which may hereafter come into effect (including, but not limited to, the EMS Act and Trauma Center Regulations), all of which are incorporated herein by reference.

E. Comply with all EMS Agency Policies and Procedures now in effect, or which may hereafter come into effect, including, but not limited to, those policies and procedures related to base hospital and trauma care (EMS Agency Policies #311 – Base Hospital Criteria, #330 – Trauma System Overview, #331 – Trauma Facility Designation, #332 – Trauma System Monitoring, #333 – Trauma Center Criteria, and #334 – Trauma Registry Data Collection) and with the EMS System's continuous quality improvement process requirements now in effect, or which may hereafter come into effect (EMS Agency Policies #703 and #704 adopted pursuant

Trauma Care Regulation, sec. 100265, entitled "Quality Improvement"), all of which are attached hereto as Exhibit D and incorporated herein by reference.

F. Continuously maintain, without interruption, American College of Surgeons Committee on Trauma (ACS-COT) verification as a Level II Pediatric Trauma Center.

G. Actively and cooperatively participate as a member of the Regional Trauma Audit Committee and the Central Region Trauma Coordinating Committee.

H. Develop and/or conduct periodic instructional and educational programs for the benefit of the hospitals and pre-hospital care personnel throughout the EMS System that are related to pre-hospital and in-hospital trauma care for patients.

I. Provide and maintain radio and communications equipment in Contractor's facilities for communications with pre-hospital ambulance providers and hospitals throughout the EMS region.

J. Maintain all licenses, permits and certificates necessary to operate as an acute care hospital, which, at minimum, includes basic or comprehensive emergency services available, pursuant to the Trauma Care Regulation, section 100261(c), and to maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations, pursuant to Trauma Care Regulation, section 100248, entitled, "Trauma Care Regulation."

K. Provide all appropriate medical direction and control as a Base Hospital, when necessary, to emergency medical services personnel in the field in accordance with EMS Agency Policies and Procedures, now in effect, or which may hereafter come into effect, including but not limited to EMS Policy #311 – Base Hospital Criteria (See Exhibit D).

L. Take corrective action where there is a failure of Contractor to comply with the Trauma Center Standards set forth in EMS Policy #333 (See Exhibit D). The minimum acceptable period of time to correct a deviation from or deficiency in complying with the standard or standards shall be determined by the EMS Agency's Director on a case-by-case basis applicable to the situation. Notice of any deficiencies alleged against contractor, must be sent in writing for review prior to any action taken. Contractor's failure to take such corrective action within the time specified by the EMS Agency may, upon declaration thereof by County, result in

1 breach of this Agreement.

2 L. Perform all other obligations of Contractor under this Agreement.

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Exhibit B

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

> "A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit C

Insurance Requirements

1. Required Policies

Without limiting the right to obtain indemnification from the other party or any third parties, the parties agree, at their sole expense, to maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

(E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence and an annual aggregate of Three Million Dollars ($3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the parties shall maintain the policy and provide to the other party annual evidence of insurance for not less than three (3) years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the party shall purchase extended reporting coverage on its claims-made policy for a minimum of three (3) years after completion of services under this Agreement.

(F) **Sexual Misconduct Liability.** Sexual misconduct liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence, with an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis.

(G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence or an annual aggregate of Twenty Million Dollars ($20,000,000). Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the theft, loss, or unauthorized disclosure of any information or data that is in the care, custody, or control of either party.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) system failure; (iv) data recovery; (v) failure to timely disclose data breach or Security Breach; (vi) failure to comply with privacy policy; (vii) invasion of privacy, including release of private information; (viii) damage to or destruction or alteration of electronic information; (ix) extortion related to the Contractor's obligations

under this Agreement regarding electronic information, including Personal Information; (x) fraudulent instruction; (xi) funds transfer fraud; (xii) telephone fraud; (xiii) network security; (xiv) data breach response costs, including Security Breach response costs; and (xv) credit monitoring expenses.

If the either party is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Agreement is signed, and at any time during the term of this Agreement as requested by either party, each party shall deliver, or cause its broker or producer to deliver, if to the County; County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, or if to the Contractor; to the person certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the other party, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the providing party has waived its right to recover from the requesting party, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(iii) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

(iv) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by insurers authorized to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the providing party shall ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the party shall, or shall cause the insurer to, provide written notice to the other party not less

than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the party shall, or shall cause the insurer to, provide written notice to the other party not less than 30 days in advance of cancellation or change. The parties, in their sole discretion, may determine that the failure of the party or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **Waiver of Subrogation.** The parties waive any right to recover from the other party, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The parties are solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the party's waiver of subrogation under this paragraph is effective whether or not the other party obtains such an endorsement.

(E) **Remedy for Failure to Maintain.** If either party fail to keep in effect at all times any insurance coverage required under this Agreement, the other party may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the other party.

(F) **Subcontractors.** Each partyshall require and verify that all subcontractors used by the parties to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the parties to provide services under this Agreement using subcontractors.

Manual Emergency Medical Services Administrative Policies and Procedures	Policy Number 311 Page 1 of 4
Subject: Base Hospital Criteria	
References: Title 22, Division 9, Chapter 4, Article 7	Effective 01/01/82

I. POLICY

Base Hospitals for the medical control of EMS Personnel shall be selected by the EMS Agency based upon appropriate criteria and the needs of the EMS System.

II. PROCEDURE

A. BASE HOSPITAL MUST:

1. Be licensed by the State Department of Health as a general acute care hospital.

2. Be accredited by the Joint Commission on Accreditation of Hospitals.

3. Have a special permit for basic or comprehensive emergency medical service pursuant to the provisions of Title 22, Division 5.

4. Have the approval and support of hospital administration, medical staff and Emergency Department staff to participate as a Base Hospital.

5. Agree to provide care to all emergency patients regardless of ability to pay.

6. Demonstrate an on-call system that assures a promptly available specialist and admitting physician and commitment for care of all critically ill patients regardless of ability to pay.

7. Agree to abide by the letter and intent of the Health and Safety Code, Division 2.5.

8. Comply with all County regulations and policies regarding Base Hospitals.

B. BASE HOSPITAL OPERATIONAL REQUIREMENTS

Base Hospitals designated as such and under contract with the EMS Agency must comply with the following requirements:

Approved By		Revision
EMS Division Manager	**Daniel J. Lynch** (Signature on File at EMS Agency)	**04/01/2007**
EMS Medical Director	**Jim Andrews, M.D.** (Signature on File at EMS Agency)	

Subject	Base Hospital Criteria	Policy Number 311

1. Operations

   a. Procure operational radio communications equipment meeting specifications established by the County and install such equipment in the Emergency Department, for the purpose of communications with prehospital and interfacility transport units operating pursuant to this agreement. All radios and telephones to be used for communication with prehospital personnel must be equipped with recording devices.

   b. Assure that recordings are made on all prehospital communications concerning patient care.

   c. Maintain written records of Base Hospital/prehospital and interfacility runs for a minimum of seven years or in accordance with hospital policy. Maintain the tapes of paramedic calls for a minimum of 180 days.

   d. Operate communications equipment as directed by procedures and protocols established by the County and approved by the EMS Medical Director. Develop and utilize a workable maintenance plan and repair policy for communications equipment.

   e. Have a telephone immediately available in the Emergency Department for exclusive use in contacting a Receiving Hospital to provide medical information on patient's enroute to the receiving facility.

   f. Designate a Mobile Intensive Care Nurse certified by the EMS Agency who is employed by the Base Hospital as a Prehospital Liaison Nurse for the hospital.

   g. Designate an Emergency Department Physician as a Base Hospital Medical Director. Responsibilities are identified in the Base Hospital Director role description.

   h. Facilitate interfacility transfers in an appropriate manner as described in EMS Policy.

   i. Utilize the following which have been approved by the EMS Medical Director:
      1. Paramedic Field Treatment Protocols and Guidelines
      2. Base Hospital Report Form
      3. Patient Care Report (Field Assessment Form)

   j. Cooperate with the EMS Agency in gathering and providing statistics and information needed for monitoring and evaluating EMS programs.

   k. Comply with an infection control policy and notification procedure for all prehospital care providers and first responders developed by the designated County Health Services Agency.

   l. Comply with procedures for decontamination of patients and rescuers exposed to hazardous materials as outlined in the hazardous materials plan developed by the EMS Agency.

   m. Participate in EMS public education programs.

C. NEW BASE HOSPITALS

Newly designated Base Hospitals must establish a Base Hospital Committee within the hospital composed of, at a minimum, the Base Hospital Medical Director, the Prehospital Liaison Nurse

Subject	Base Hospital Criteria	Policy Number 311

and a representative of hospital administration to meet and confer regarding operations of the Base Hospital and maintain liaison with members of the Prehospital Care Team and the EMS Agency. This committee will meet regularly for one year, or until Base Hospital operations are running smoothly, whichever is longer.

D. BASE HOSPITAL STAFFING AND PERSONNEL

The Base-Hospital shall have:

1. A currently certified Mobile Intensive Care Nurse or Base Hospital Physician in the Emergency Department immediately available at all times to give radio direction to prehospital personnel or interfacility transfer personnel according to the standards and protocols developed by the EMS Agency.

2. A Certified Base Hospital Physician available at all times to provide immediate medical direction to the Mobile Intensive Care Nurses and/or prehospital personnel or interfacility.

E. BASE HOSPITAL EDUCATION PROGRAMS, EVALUATION, AND QUALITY IMPROVEMENT

The Base Hospital will:

1. Provide for the continuing education of certified prehospital personnel and Mobile Intensive Care Nurses in accordance with criteria established by the EMS Medical Director including supervised clinical exposure for paramedics in the Emergency Department and other patient care divisions which would expand the paramedic's understanding of medical management.

2. Encourage prehospital personnel to attend in-house lectures, classes, demonstrations, and seminars which have been approved in advance by the EMS Agency for continuing education credits.

3. Provide patient follow-up information for purposes of education to paramedics.

4. Recommend Mobile Intensive Care Nurses for certification and recertification.

6. Advise the EMS Agency of any change in employment status of Mobile Intensive Care Nurses employed in the hospital.

7. Provide quality improvement of care provided by EMS personnel in accordance with Policy.

F. BASE HOSPITAL INTERFACE WITH EMS SYSTEM

The Base Hospital will:

1. See that the Base Hospital Medical Director and the Prehospital Liaison Nurse are scheduled to attend the Emergency Medical Services Operations Committee meetings and other EMS System meetings where their expertise would be valuable, e.g., Medical Control Committee, Base Hospital Committee, Tape Reviews, Emergency Medical Care Committee, and Continuous Quality Improvement.

Subject	Base Hospital Criteria	Policy Number 311

2. Base Hospitals will be authorized through agreements between the approved hospital and the EMS Agency.

Manual Emergency Medical Services Administrative Policies and Procedures	Policy Number 330 Page 1 of 5
Subject — Trauma System Overview	
References — California Code of Regulations Title 22. Social Security Division 9. Prehospital Emergency Medical Services Chapter 7. Trauma Care Systems	Effective 11/01/2002

I. POLICY

The Central California Emergency Medical Services Trauma Services System shall operate in accordance with Health and Safety Code Division 2.5, and the California Code of Regulations Title 22, Division 9, Chapter 7 and shall be implemented, monitored, and evaluated by the EMS Agency.

The Central California Emergency Medical Services Trauma System maintains a trauma plan and EMS policies and procedures required by Section 100255 of the California Code of Regulations. The intent of the Trauma Plan and EMS policies and procedures is to provide a clear understanding of the structure of the trauma system in a manner that effectively utilizes the systems resources.

The following is a list of the policies required by Section 100255 of the California Code of Regulations and includes brief description of the policy and a reference where further policy information can be located.

A. System Organization and Management

The EMS Division of the Fresno County Department of Public Health is the designated local EMS agency for Fresno, Kings, Madera and Tulare Counties. The EMS Division is responsible for monitoring the ongoing operation of the regional trauma care system. This is accomplished through the development of EMS policies and procedures and by participating in the various EMS committees, including the Regional Trauma Audit Committee. The EMS agency staff supervises the collection and analysis of trauma data, including ongoing development of the trauma patient registry.

A Level I Trauma Center, Community Regional Medical Center (RMC), is located in Fresno and directly receives prehospital trauma patients from within the region often bypassing other receiving hospitals.

A Level III Trauma Center, Kaweah Health Medical Center (KHMC), is located in Visalia and receives prehospital trauma patients from within Tulare County and adjacent counties.

Approved By EMS Director	Revision **04/25/2023**
EMS Medical Director	

A Level II Pediatric Trauma Center, Valley Children's Hospital (VCH) is located in Madera and receives prehospital trauma patients from within Madera, Fresno, and adjacent Counties.

B. Trauma Care Coordination Within the Trauma System

The prehospital care and treatment of trauma patients shall be in accordance with EMS policy and procedures to insure consistent application of trauma services through-out the EMS region. These policies include EMS Policy # 332 – Trauma System Monitoring, EMS Policy #510 - Basic Life Support Protocols, EMS Policy #530 - Paramedic Treatment Protocols, EMS Policy #547 – Patient Destination, and other EMS policies and procedures.

C. Trauma Care Coordination with Neighboring Jurisdictions

Coordination of Trauma Care with neighboring jurisdictions is addressed in the prehospital setting and also the hospital setting. EMS Policy # 405 – EMS Dispatch Policy - Out of County Responses, and EMS Policy #408 – Helicopter Dispatch Policy, address the coordination of trauma response in the neighboring jurisdictions outside of the Central California EMS region. Coordination of trauma care with neighboring jurisdictions in the hospital setting is addressed in EMS Policy #341 – Patient Transfers Between Acute Care Facilities, and EMS Policy #342 – Transfer Agreements Between Acute Care Hospitals.

D. Collection and Management of Data

The designated trauma centers and non-trauma centers are responsible for submitting all required data to the EMS Agency on a monthly basis or as determined by the EMS Agency. The minimum data set as defined in the State Trauma Regulation Section 100257, is required by all participating trauma hospitals. Collection and management of data for the Central California Emergency Medical Services Trauma System is outlined in EMS Policy #332, and Policy #334. The trauma nurse coordinators/managers provide trauma registry data, which is used by the Trauma Audit Committee and EMS Agency and is submitted to the State's data system (CEMSIS/NEMSIS).

E. Trauma Center Fees for Designation/Redesignation/Evaluation

There are currently no fees for trauma center designation, redesignation, or trauma center evaluation in the Central California Emergency Medical Services region.

F. Establishment of Service Areas for Trauma Centers

Community Regional Medical Center is the designated Level I trauma center in the Central California EMS region. The service area encompasses the entirety of the Central California EMS region. In very specific circumstances, such as airway compromise, a trauma patient may be transported to a receiving hospital for stabilization before proceeding to the trauma center. Kaweah Health Medical Center is a designated Level III Trauma Center and is the primary trauma destination for trauma patients in Tulare County. Valley Children's Hospital is the Level II Pediatric Trauma Center and is one of two primary destinations for pediatric patients.

G. Designation and Re-designation of a Trauma Center/including Agreements

The Local EMS Agency designates Trauma Centers within the EMS Region. Trauma center designation is based upon the need for local and regional trauma care services. Trauma facility designation is outlined in EMS Policy #331 – Trauma Facility Designation.

H. Triage to the Appropriate Facility

The prehospital triage and transport decision process is very similar to the Centers for Disease Control (CDC) field triage process and involves an assessment not only of the physiology and anatomy of the injury but also the mechanism of the injury and special patient considerations. Seriously and moderately injured patients are transported directly to RMC, KHMC, or VCH. EMS Policy #547 – Patient Destination outlines the required patient destination procedure for both trauma and medical patients.

I. Repatriation of Stable Trauma Service Health Plan Members

EMS Policy #547 – Patient Destination requires prehospital personnel to attempt to transport stable patients to the patient's health plan's participating facility. In 2008, The EMS Agency partnered with the Hospital Council of Northern California and hospitals within the 4-county EMS region to create a patient transfer committee. This committee meets regularly to discuss the issues and barriers with repatriation of patients. Recognized as a best practice, the Committee developed an agreement signed by all hospitals that agrees to criteria and conditions on repatriating patients in an effort to increase capacity at the Trauma Centers and keep local patients in the local areas.

J. Inter-trauma Center & Inter-facility Transfer of the Trauma Patient

The EMS policies and procedures strictly address the coordination and management of Inter-trauma center and inter-facility transfers of the trauma patient and are addressed in EMS Policy #341 – Patient Transfers Between Acute Care Facilities, EMS Policy #342 – Transfer Agreements Between Acute Care Hospitals, and EMS Policy #553 – ALS Interfacility Transfers.

K. Role of the Pediatric Trauma Center

Valley Children's Hospital is the Level II Pediatric Trauma Center and is the designated trauma center for most pediatric patients. Community Regional Medical Center is the Level I Trauma Center and is also a designated destination for pediatric trauma.

L. Resources for Trauma Team Response- Equipment & Staff

Trauma Centers are required by EMS Policy #333 – Trauma Center Criteria to have internal hospital policies and procedures governing "Trauma Center Medical and Physician Services", which include the resources and staff required for a trauma team response.

M. Criteria for Activation of the Trauma Team

Trauma Centers are required by EMS Policy #333 – Trauma Center Criteria, to have internal hospital policies and procedures outlining the specific criteria for trauma team activation.

N. Availability of Trauma Specialists

Trauma Centers are required by EMS Policy #333 – Trauma Center Criteria to have internal hospital policies and procedures outlining the availability of trauma team personnel and specialists.

O. Quality Improvement and System Evaluation/ include Multidisciplinary Peer Review Committee

Quality Improvement is a combined effort of hospitals, providers, and the EMS Agency. EMS Policies #703 – Continuous Quality Improvement, and #704 – Quality Improvement Reporting address the access to the continuous quality improvement process. The trauma services system is monitored through the continuous quality improvement process and through EMS policy #332 – Trauma System Monitoring. The

trauma system is also monitored by a peer review committee, which is outlined in EMS Policy #703 – Continuous Quality Improvement.

P. Identification and Transportation of the Adult and Pediatric Trauma Center Candidate

Trauma center patients are identified by a decision process that is very similar to the Centers for Disease Control (CDC) field triage process and involves an assessment not only of the physiology and anatomy of the injury but also the mechanism of the injury and special patient considerations. Once the patient is identified as a trauma center patient, the prehospital personnel transport the patient directly to the trauma center in accordance with EMS Policy #547 – Patient Destination.

Q. Trauma Triage Training of Prehospital Personnel

Prehospital Personnel and MICNs are trained in trauma triage through continuing education courses available throughout the EMS System. Continuing education courses must be in accordance with EMS Policy #701 – Continuing Education.

R. Public Information and Education on Trauma Systems

All public information and education requirements and services relative to the design, implementation, and operational effectiveness of the trauma system will be coordinated through the EMS Agency. Public information and educational activities will encompass trauma system design, citizen access, trauma system capabilities, and mechanism for follow up and incident review as requested by the public and/or medical community. Additional requirements will include:

1. A commitment to the establishment of a trauma system that supports the promotion of injury prevention and safety education.

2. The facilitation of speakers to address public groups and serves as a resource for trauma information and education.

3. Provide assistance to community and professional groups in the development and dissemination of education to the public on such topics as injury prevention, safety education programs and access to the trauma care system.

4. Each designated facility must participate in the development of public awareness and education campaigns for their service area.

S. Provider Marketing and Advertising

California Health and Safety Code, Division 2.5, states in part, "no health care provider shall use the term "trauma facility," "trauma hospital," "trauma center," "trauma care provider," "trauma care vehicle," or similar terminology in its signs or advertisements, or in printed materials and information it furnishes to the general public, unless its use has been authorized by the EMS Agency.

All marketing and promotional plans, with respect to trauma center designation, shall be submitted to the EMS Agency for review and approval, prior to implementation.

T. Collaborative Injury Prevention Efforts with the Public/Private Sector

Trauma Centers shall participate in injury prevention programs with public and private agencies. Trauma Centers may produce their own Injury Prevention Programs based upon data analysis of the trauma center review at their facility. Trauma Centers may utilize information developed by the EMS Agency as a result

of system review to produce injury prevention programs for the public and private sector in their communities.

Manual Emergency Medical Services Administrative Policies and Procedures	Policy Number 331 Page 1 of 3
Subject — Trauma Facility Designation	
References — California Code of Regulations, Title 22. Social Security Division 9. Prehospital Emergency Medical Services Chapter 7. Trauma Care Systems	Effective 11/01/86

I. POLICY

Trauma Centers for the Central California EMS Region are designated by the Local EMS Agency based upon the need for local and regional EMS trauma care services.

II. DESIGNATED TRAUMA CENTERS

The following hospitals have been designated as Trauma Centers:

Trauma Center	Level of Designation	Date of Original Designation
Community Regional Medical Center	Level I Trauma Center	June 19, 1984
Kaweah Health Medical Center	Level III Trauma Center	January 26, 2010
Valley Children's Hospital	Level II Pediatric Trauma Center	February 1, 2016

III. PROCEDURE FOR DESIGNATION

A. The EMS Agency shall develop and update a plan for the provision of trauma care within the four-county region. This plan shall minimally address the provision of trauma care services, triage mechanisms for patient routing, the number and type of trauma hospitals needed for local and/or regional trauma care needs, and the evaluation process for the trauma system.

B. The Regional Trauma Audit Committee will formalize recommendations to the EMS Agency concerning all aspects of the trauma system, including the number and type of trauma hospitals needed for effective system operation.

C. Any hospital wishing to gain a trauma designation shall notify the EMS Agency, in writing, of its intent to seek trauma center designation. This documentation shall include the hospital's justification, plan, proposed trauma patient volume, and anticipated timetable for implementation.

Approved By			Revision
EMS Director	**DANIEL J. LYNCH**	(Signature on File at EMS Agency)	**04/25/2023**
EMS Medical Director	**JIM ANDREWS, M.D.**	(Signature on File at EMS Agency)	

Subject	Trauma Facility Designation	Policy Number 331

D. Prior to designation as a trauma center, the hospital shall submit to the EMS Agency:

1. The Application for Trauma Designation with required documents.

2. A copy of the American College of Surgeons Committee on Trauma (ACS-COT) Consultative Visit if done prior to designation.

3. Documentation that the Trauma Center Standards in Policy 333 have been met.

E. Applications shall be reviewed for their compliance with the State of California, local regulations and their impact on the local trauma system. The Regional Trauma Audit Committee, Regional Medical Control Committee, and each Emergency Medical Care Committee from each county in the region will be consulted for its recommendation.

F. If more than one hospital competes for a role in the local system that is deemed necessary by the regional Trauma Audit Committee and the EMS Agency, a Request for Proposal procedure may be necessary to determine the successful applicant.

G. After review of the submitted application and documents, the EMS Agency will conduct a site review of the facility as outlined in the Application for Trauma Designation. The cost of the site review shall be the sole responsibility of the hospital applying for trauma destination.

H. Upon the completion of a satisfactory site review, the EMS Agency will designate the hospital as a Level I, II, III, IV, or Pediatric I or II trauma center.

I. In the event that the hospital fails to meet the criteria for designation, the EMS Agency may elect to issue a conditional designation that will be followed within six (6) to twelve (12) months by another evaluation of the deficient areas.

J. Upon satisfactory completion of the second evaluation, the EMS Agency will authorize full designation of the Trauma Center.

K. If the second evaluation is unsatisfactory, the EMS Agency may elect to continue the conditional designation upon correction of the areas of deficiency or deny designation.

L. The hospital requesting designation and the EMS Agency will enter into a contract for designation of the trauma center.

M. A designated trauma center shall obtain American College of Surgeons Committee on Trauma (ACS-COT) verification within 2 (two) years of their initial trauma center designation. The cost of the verification shall be the sole responsibility of the hospital requesting such verification.

N. The EMS Agency shall determine a plan for Trauma Care Services.

O. Any change in designation will become part of the revised trauma plan and will be approved by the Local EMS Agency prior to submission to the State EMS Authority.

IV PROCEDURE FOR RE-EVALUATION OF A TRAUMA CENTER'S STATUS

A. The EMS Agency shall evaluate the designated Trauma Centers' Status every three years for contractual compliance and compliance with the California Code of Regulations, Title 22, Division 9, Chapter 7.

B. Designated Trauma Centers shall maintain verification with the ACS-COT. Trauma Centers shall submit to the EMS Agency a copy of the re-verification visit summary from the ACS-COT every three years.

V. PROCEDURE FOR DE-DESIGNATION

A. Failure by a hospital to comply with applicable Local, State, and ACS-COT trauma requirements or applicable recommendations by site survey teams approved by the EMS Agency or ACS-COT, may result in forfeiture of their trauma designation.

B. Failure by a hospital to provide an adequate quality of care, as identified through medical audit and quality audit procedures, may result in forfeiture of their trauma designation.

Manual Emergency Medical Services Administrative Policies and Procedures	Policy Number 332 Page 1 of 4
Subject: Trauma System Monitoring	
References: California Code of Regulations, Title 22. Social Security Division 9. Prehospital Emergency Medical Services Chapter 7. Trauma Care Systems	Effective 11/01/88

I. POLICY

The trauma care administered to patients of the local trauma care system will be reviewed for appropriateness and patient outcome. This review will be conducted through the use of the Regional Trauma Audit Committee and Regional Medical Control Committee, both which are composed of health care and trauma care specialists.

II. PROCEDURE

A. TRAUMA REGISTRY

1. Definition

The Trauma Registry is a confidential database of patients who have sustained major injuries or complications within the regional trauma system. This database is utilized for statistical reporting on system activities and quality improvement review of patient outcome. Registry data includes information from prehospital, emergency department, operative and intensive care, and the patient's final disposition. Trauma centers and non-trauma centers will follow the criteria outlined in Policy #334 regarding trauma registry data collection.

B. INTERNAL HOSPITAL REVIEW

The medical records (including prehospital) of each registry patient at trauma centers will be reviewed by the Trauma Nurse Coordinator /Manager or designee for completeness, accuracy and presence of any delays in evaluation and treatment. The hospital's Trauma Surgery Director or designee will review the registry records for appropriateness of diagnostic procedures relative to the admitting diagnosis, timeliness of care, appropriateness of operative therapy relative to diagnosis, complications, morbidity, and length of stay relative to diagnosis.

The Trauma Surgery Director and Trauma Nurse Coordinator/Manager will present registry cases that meet the established criteria to the hospital’s appropriate reviewing committee. Trauma centers will utilize a specific Trauma Review Committee whose membership shall minimally include:

Subject	Trauma System Monitoring	Policy Number 332

TRAUMA CENTER TRAUMA REVIEW COMMITTEE

Trauma Surgery Director	Neurosurgeon
Emergency Medicine Representative	Orthopedic Surgeon
Trauma Nurse Manager/Coordinator	Hospital Administration
Emergency Department Manager/Supervisor	Prehospital Liaison Nurse

In addition to the members listed above, the Trauma Center should also consider the following representatives:

Anesthesiology
General Surgeon
Nurse Manager - OR
Nurse Manager – ICU
Radiology Representative
Blood Bank Representative

Medical Records will be available to allow the committee to review all aspects of the patient's care and course of hospital stay. The hospital Trauma Review Committee is responsible for reviewing the patient's care, identifying problems, providing feedback to individuals involved in a specific patient's care, formulating recommendations for hospital trauma operational procedures, and classification of deaths as mortality without opportunity for improvement, anticipated mortality with opportunity for improvement, or unanticipated mortality with opportunity for improvement. The committee shall forward unusual or problem cases to the Regional Trauma Audit Committee and formulate recommendations on Trauma Care System and EMS System operation. The definitions for the classifications of death are in accordance with the American College of Surgeons criteria and are as follows:

1. Mortality without opportunity for improvement- An event or complication sequela of a procedure, disease, illness, or injury for which reasonable and appropriate preventable steps had been taken.

2. Anticipated mortality with opportunity for improvement – An event or complication that is a sequela of a procedure, disease, illness, or injury that has the potential to be prevented or substantially ameliorated.

3. Unanticipated mortality with opportunity for improvement – An event or complication that is an expected or unexpected sequela of a procedure, disease, illness, or injury that could have been prevented or substantially ameliorated.

C. REGIONAL TRAUMA AUDIT COMMITTEE

1. Membership

The Regional Trauma Audit Committee is an advisory committee to the EMS Agency on issues related to trauma care. The membership shall be broad-based and shall represent the participants in the Trauma System and the local medical community. The Trauma Audit Committee membership shall minimally include:

MEMBERSHIP OF THE REGIONAL TRAUMA AUDIT COMMITTEE (TAC)

Trauma Centers	**Non-Trauma Hospitals**
Trauma Surgery Director	Trauma Surgery Director
Emergency Department Physician	Emergency Department Physician
Trauma Nurse Coordinator/Manager	Trauma Nurse Coordinator/PLN

Subject	Trauma System Monitoring	Policy Number 332

EMS Agency	Local Medical Community
EMS Medical Director	Neurosurgeon (from Neurosurgical Society)
EMS Director	Physician from Rural Area (from Medical Society)
EMS Trauma Coordinator	

Each of the agencies listed above shall notify the EMS Medical Director, in writing, of the name of the person designated to represent the agency and exercise Committee voting privileges. There will be one vote per facility.

2. Chairperson/Vice Chairperson

The Committee shall elect a Chairman who shall serve a term of one year with new elections each January. The committee may elect to choose a co-chairperson. The EMS Medical Director will serve as Vice Chairman in the event of absence of the chairperson (and co-chairperson). Meeting Minutes will be recorded on topics not related to specific confidential patient care issues. The EMS Agency will provide staff support for the Regional Trauma Audit Committee.

3. Committee Responsibilities

The Regional Trauma Audit Committee is responsible for reviewing all aspects of the Trauma Care System and developing recommendations on system operation for the EMS Agency. This will include system operation, trauma care planning, data analysis, trauma policy development, hospital assessment and selection and specific patient base reviews.

The Committee's agenda shall include a review and approval of monthly Minutes, case presentations and specific educational case reviews (e.g. neurologic case review, review of EMS procedures related to the Trauma Care System). Agenda items may occur on a regular schedule including monthly (e.g. case presentations) or at the request of the Committee members. Items not included in the Committee's written agenda may be added at the beginning of the meeting at the discretion of the Chairman.

The Trauma Centers will present case presentations each month. Non trauma centers may present problems transfers or problem cases as needed. Criteria for case presentation to the Regional Trauma Audit Committee are included in Attachment A. Specific educational case reviews may be presented to illustrate new techniques, patient problems, or system operational issues related to a medical specialty such as neurosurgery, orthopedics or pediatrics. The EMS Agency will provide monthly reports to the committee on the regional trauma system. The Committee may provide feedback on system operation or quality improvement issues directly to the EMS Agency, health care facility or provider, and other trauma/EMS advisory groups.

D. EMS AGENCY

The local EMS Agency is responsible for monitoring the operation of the Trauma Care System. The EMS Agency may request an onsite review of any designated trauma hospital with repetitive problems to ensure the problems are being resolved. Additional agency involvement (e.g. State Department of Health Care Services) may be requested as appropriate.

ATTACHMENT A

CASE PRESENTATION CRITERIA

I. Case Presentations shall occur each month at the regional Trauma Audit Committee. The criteria for case presentation shall include:

A. Any death classified as unanticipated mortality with opportunity for improvement or anticipated mortality with opportunity for improvement by the hospital Trauma Review Committee, including:

1. All deaths with initial surgery (required for stabilization) >1 hour after arrival at a trauma hospital.

2. All deaths with a delay in the arrival of the surgeon (>15 minutes).

3. All deaths with unanticipated autopsy findings or autopsy findings inconsistent with the admitting diagnosis.

4. All deaths with inappropriate prolonged prehospital time including on-scene times greater than 10 minutes without explanation, or a transport time greater than 30 minutes if air transport was available.

5. All deaths where probability of survival (PS) > 50% based upon Trauma Score - Injury Severity Score (TRISS).

B. Major complications which significantly increase inpatient hospital time or lead to premature death.

C. A comatose patient (Glascow Coma Scale of less than 8) going to CT or, leaving the emergency department before a definitive airway (endotracheal tube or surgical airway) is established.

D. Patients with epidural or subdural brain hematoma receiving craniotomy more than 4 hours from arrival at emergency department to surgical start time, excluding those performed for intracranial pressure (ICP) monitoring.

E. Delay to surgery for laparotomy:

1. Surgery start time >1 hour if hypotensive (systolic blood pressure <90mm Hg)
2. Surgery start time >4 hours if stable

F. Problem Transfers - Any trauma patient transfer of greater than 6 hours from original time of arrival time at the sending hospital.

G. Any trauma team activation with a delay in the arrival of the surgeon of greater than 15 minutes.

H. Any trauma case where the trauma consultant does not respond in the specified time period.

I. Any case which demonstrates system operational problems.

J. Interesting or educational cases.

Manual Emergency Medical Services Administrative Policies and Procedures	Policy Number 333 Page 1 of 2
Subject: Trauma Center Criteria	
References: California Code of Regulations Title 22. Social Security Division 9. Prehospital Emergency Medical Services Chapter 7. Trauma Care Systems	Effective 11/08/88

I. POLICY

A trauma center is a licensed hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, IV, or Pediatric Level I or II trauma center by the Local EMS Agency. Designated trauma centers for the Central California EMS Region shall adhere to the minimum standards set forth in the California Code of Regulations, Title 22, Division 9, Chapter 7, Trauma Care Services and EMS Agency policy and procedure.

II. PROCEDURE

A. Trauma centers shall maintain, at all times, the standards required of its designation as a Level I, II, III, IV, or Pediatric Level I or II trauma center in accordance the California Code of Regulations, the Central California EMS Policies and Procedures, and the American College of Surgeons Committee on Trauma (ACS-COT) once verified

B. All designated trauma centers shall achieve and maintain ACS-COT verification within two (2) years of their initial designation as a trauma center. Copies of consultative visits or verification visits by the ACS-COT shall be submitted to the EMS Agency. Designated trauma centers at the time of this policy shall achieve their ACS-COT verification by January 1, 2016.

C. In addition to the requirements listed in the Trauma Center Standards, a designated trauma center for the CCEMSA EMS Region shall meet and maintain the following additional requirements:

1. Designated trauma centers shall designate a Trauma Program Medical Director, Trauma Nurse Coordinator/Manager, and an emergency department physician who shall regularly attend the EMS Agency's Regional Trauma Audit Committee. They each shall attend at least nine (9) of the Regional Trauma Audit Committee meetings each calendar year. The emergency department physician representative shall be a board certified in emergency medicine or maintain current certification in Advanced Trauma Life Support (ATLS) and be a certified base hospital physician.

2. Trauma centers shall be designated Base Hospitals and shall meet all requirements outlined in EMS Policy and Procedure.

Approved By EMS Director	Revision **05/25/2023**
EMS Medical Director	

Subject	Trauma Center Criteria	Policy Number 333

3. Trauma centers are expected to provide a full activation of their team resources for patients that meet the triage criteria for major trauma patients. Patients that are hemodynamically stable, without major anatomic injury may be considered for a reduced trauma team response. If a trauma center chooses to implement a tiered trauma team response, a quality assessment and improvement process must be in place to monitor the effectiveness of the care delivery. A copy of the Trauma Centers written procedure on trauma team response, including the process to monitor its effectiveness, must be on file at the EMS Agency.

4. Designated trauma centers shall implement and maintain an EMS Agency approved trauma registry data collection program and provide registry data to the EMS agency on a monthly basis. The trauma registry program used in the CCEMSA region is V5 by Digital Innovation Incorporated.

5. Designated trauma centers shall have a written agreement with the Local EMS Agency

6. Designated trauma centers shall have a written transfer agreement with all affiliated trauma care hospitals and appropriate specialty care facilities. A copy of the written agreement shall be on file with the EMS Agency.

D. Immediately Available

Immediately available implies the physical presence of the surgeon in a stated location at the time of need by the trauma patient within 15 minutes 80% of the time, otherwise upon patient arrival with sufficient advanced notice.

E. Promptly Available

Promptly available is defined in this policy as the return of a notification call within 20 minutes and available to the Trauma Center within 30 minutes 80% of the time when requested by the trauma team leader.

CCEMSA TRAUMA CENTER STANDARDS
SUMMARY OF CALIFORNIA CODE OF REGULATIONS, TITLE 22, CHAPTER 7

CRITERIA E = essential E*= CCEMSA D = desirable Level Peds** is requirements for Level II Pediatric TC E# = essential for Level I Pediatric TC in addition to Level II requirements	Level I	Level II	Level PEDS **	Level III	Level IV
Institutions/Organization The Joint Commission	E	E	E	E	E
Proof of licensure as a general acute care hospital in the State of California	E	E	E	E	E
Basic or comprehensive emergency services with special permits	E	E	E	E*	D
Shall have equipment and resources needed for initial stabilization and personnel knowledgeable in the treatment of adult and pediatric trauma (Pediatric TC – pediatric trauma)	E	E	E	E	E
A trauma center must demonstrate substantial medical, administrative, and financial commitment for the level of designation requested. Commitment must be demonstrated and include documentation from the hospitals: Administration Medical Staff Nursing	E*	E*	E*	E*	E*
Level I shall have one of the following patient volumes annually; A minimum of 1200 trauma program hospital admissions **or** A minimum of 240 trauma patients per year whose Injury Severity Score (ISS) is >15, **or** An average of 35 trauma patients (ISS >15) per trauma program surgeon per year	E				
A trauma research program	E		E#		
An ACGME approved surgical residency program	E		E#		
Requirements for Trauma Centers **Pediatric trauma centers must have qualified pediatric personnel and pediatric specific resources for all areas**					
Trauma Program Medical Director Qualifications	E	E	E	E	E
Board Certified Surgeon **or** Fellow of ACSE * Board Certified Pediatric Surgeon for Pediatric Trauma Center	E E*	E E*	E E* E#	D	
A qualified surgical specialist				E	
A qualified non-surgical specialist					E
Responsibilities include but not limited to:					
Recommending trauma team physician privileges	E	E	E	E	E

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Working with nursing & administration to support needs of trauma patients	E	E	E	E	E
Developing trauma treatment protocol	E	E	E	E	E
Determining appropriate equipment and supplies	E	E	E	E*	E*
Ensuring development of policies/procedures for domestic violence, elder/child abuse/neglect	E	E	E	E*	E*
Having authority & accountability for QI peer review process	E	E	E	E	E
Correct deficiencies in trauma care/exclude team members that don't meet standards	E	E	E	E	E
Coordinating pediatric trauma care with other hospitals/professional services	E	E	E	E*	E*
Coordinating with local and State EMS agencies	E	E	E	E*	E*
Assisting with the coordination of budgetary processes for trauma program	E	E	E	E	E
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 team	E	E	E	E*	E*
Trauma Nurse Coordinator/Manager	E	E	E	E	E
Qualifications: Registered nurse	E	E	E	E	E
Provide evidence of educational preparation, clinical experience in care of adult and pediatric trauma patients, and administrative responsibilities	E	E	E	E	E
Responsibilities include but not limited to:					
organizing services and systems necessary for multidisciplinary care of the injured patient	E	E	E	E	E
coordinating day-to-day clinical process & performance improvement of nursing and ancillary personnel	E	E	E	E	E
collaborating with trauma program medical director to carry out educational, clinical, research, administrative and outreach activities of the trauma program	E	E	E	E	E
Trauma Service Pediatric TC must provide Pediatric Specialist/Services	E	E	E	E	E
Implement requirements of Title 22 and Local policy & coordinate with the EMS agency	E	E	E	E	E

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Capable of providing immediate initial resuscitation and management of the trauma patient	E	E	E		
Capable of providing prompt assessment and stabilization of the trauma patient				E	E
Ability to provide treatment or arrange for transportation to a higher level trauma center				E	E
Trauma Team	E	E	E	E	E
A multidisciplinary team responsible for the initial resuscitation and management of the trauma patient.	E	E	E	E	E
Pediatric trauma center – the pediatric trauma team leader shall be a surgeon with pediatric trauma experience as defined by the trauma program medical director, and Remainder of team shall include physician, nursing and support personnel in sufficient numbers to evaluate, treat, stabilize pediatric patients			E		
SURGICAL DEPARTMENT (S), DIVISION(S), SERVICE(S), SECTION(S): **Includes at least the following surgical specialties & staffed by qualified specialists:** **Pediatric TC must provide Pediatric Specialist**					
General Surgery	E	E		E	
Neurologic May be provided through a written transfer agreement for Level III	E	E	E	 E	
Obstetric/Gynecologic May be provided through written transfer agreement for Pediatric TC	E	E	E		
Ophthalmologic	E	E	E		
Oral/maxillofacial or head and neck	E	E	E		
Orthopedic	E	E	E	E	
Pediatrics	D	D	E		
Plastic	E	E	E		
Urologic	E	E	E		
Microsurgery/re-implantation (may be through transfer agreement with a hospital that has a department, division, service that provides this service			E		

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NON-SURGICAL DEPARTMENT (S), DIVISION(S), SERVICE(S), SECTION(S): Which includes at least the following non-surgical specialties & staffed by qualified specialists: Pediatric TC must provide Pediatric Specialist					
Anesthesiology	E	E	E	E	
Internal Medicine	E	E			
Cardiology			E		
Critical Care			E		
Emergency medicine			E		
Gastroenterology			E		
General Pediatrics			E		
Hematology/Oncology			E		
Infectious Disease			E		
Neonatology			E		
Nephrology			E		
Neurology			E		
Pathology	E	E	E		
Psychiatry	E	E	E		
Pulmonology			E		
Rehabilitation/physical medicine, can be provided by written agreement			E	E	
Radiology	E	E	E		
Emergency Department with qualified specialist in emergency medicine, immediately available	E	E	E		
Emergency Department staffed, trauma patients are assured of immediate and appropriate initial care				E	E
QUALIFIED SURGICAL SPECIALIST(S): Pediatric TC must have Pediatric specialists in all areas					
General Surgeon capable of evaluating & treating adult and pediatric trauma patients, Board Certified, Immediately available In-house* at all times for trauma team activation and promptly available for consultation	E	E	E	D	

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Pediatric TC may be fulfilled by: A staff pediatric surgeon with experience in pediatric trauma, **or** A staff trauma surgeon with experience in pediatric trauma, **or** A senior surgical resident, who has completed 3 clinical years of surgical residency (See resident coverage below)			E		
General Surgeon capable of evaluating & treating adult and pediatric trauma patients, promptly available at all times				E	
Published on-call schedule	E*	E*	E*	E*	
Published back up schedule	E*	E*	E*	E*	
Surgical specialists' requirements may be fulfilled by supervised senior residents as defined in Section 100245 of Title 22 at the Level I, II, or pediatric trauma center.	E	E	E		
Residency coverage: (Pediatric TC must have pediatric specialist) Senior resident must be capable of assessing emergent situations in their respective specialty, **and** Shall be able to provide overall control and surgical leadership including surgical care if needed, **and** A supervising, staff trauma surgeon/surgeon with experience in trauma care shall be on-call and promptly available, **and** A supervising, staff trauma surgeon shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the ED for all major resuscitations and in the OR for a all trauma operative procedures	E	E	E		
Qualified Surgical Specialist On-Call and promptly available Pediatric TC must have Pediatric specialists in all areas					
Neurologic, Dedicated to one hospital or back up call * Level III may be provided through a written transfer agreement	E	E	E	 E	
Obstetric/Gynecologic Pediatric TC available by Transfer agreement	E	E	E	D	
Ophthalmologic	E	E	E	D	
Oral/maxillofacial or head and neck	E	E	E	D	
Orthopedic, Dedicated to one hospital or back up call *	E	E	E	E	
Plastic	E	E	E	D	

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Reimplantation/microsurgery capability. May be provided through transfer agreement	E	E	E		
Urologic	E	E	E	D	
Cardiothoracic	E		E#	D	
Pediatrics	E				
Pediatric neurologic			E#		
Pediatric ophthalmologic			E#		
Pediatric oral or maxillofacial or head and neck			E#		
Pediatric orthopaedic			E#		
Surgical service- available for consultation or by transfer agreements					
Burns	E	E	E	E	
Cardiothoracic		E	E	D	
Pediatrics		E		E	
Re-implantation/Microsurgery	E	E	E		
Spinal cord injury	E	E	E	D	
QUALIFIED NON-SURGICAL SPECIALIST(S):					
Emergency Medicine Board Certified, in-house , immediately available at all times	E	E	E	E	
Emergency medicine physicians, board certified in emergency medicine shall not be required to complete ATLS.	E	E	E		
Current ATLS is required for all emergency medicine physicians who are qualified specialist in a specialty other than emergency medicine	E	E	E	D	
Residency coverage Maybe be fulfilled by supervised senior residents as defined in Section 100245 or Title 22, in emergency medicine, who are assigned to ED and serving in the same capacity.	E	E			
The senior resident shall be capable of assessing emergency situation in trauma patients and providing initial resuscitation.	E	E	E		
Pediatric trauma center: May be fulfilled by a qualified specialist in pediatric emergency medicine; **or**			E		
A qualified specialist in emergency medicine with pediatric experience; **or**			E		

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A subspecialty resident in pediatric emergency medicine who has completed at least one year of subspecialty residency in pediatric emergency medicine, **and**			E		
A supervising qualified specialist in pediatric emergency medicine, or emergency medicine with pediatric experience shall be promptly available,			E		
A supervising qualified specialist on-call shall be notified of all patients requiring resuscitation, operative surgical intervention or ICU admission.			E		
Anesthesiology Immediately available at all times, may be fulfilled by senior residents or CRNAs capable of assessing emergent situations, providing treatment, and supervised by staff anesthesiologist. The staff anesthesiologist on-call shall be promptly available at all times and present for all operations.	E	D	E# D	D	
Promptly available and must be in operating room when patient arrives, may be fulfilled by senior residents or CRNAs capable of assessing emergent situations, providing treatment, and supervised by staff anesthesiologist. The staff anesthesiologist on-call shall be promptly available at all times and present for all operations.		E	E	D	
On-call and promptly available and must be in operating room when patient arrives, may be fulfilled by senior residents or CRNAs capable of assessing emergent situations, providing treatment, and supervised by staff anesthesiologist. The staff anesthesiologist on-call shall be promptly available at all times and present for all operations.				E	
Radiology, promptly available	E	E	E	E	
Qualified non-surgical specialists available for consultation. Pediatric trauma centers must have qualified specialists with pediatric experience; pediatric TC - may be provided through transfer agreement					
Cardiology	E	E			
Gastroenterology	E	E			
Hematology	E	E		D	
Infectious Diseases	E	E		D	

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Internal medicine	E	E		D	
Nephrology	E	E		D	
Neurology	E	E		D	
Pathology	E	E		D	
Pulmonary Medicine	E	E		D	
Adolescent medicine			E		
Child development			E		
Genetics/dysmorphology			E		
Neuroradiology			E		
Obstetrics			E		
Pediatric allergy and immunology			E		
Pediatric dentistry			E		
Pediatric endocrinology			E		
Pediatric pulmonology			E		
Rehabilitation/physical medicine			E		
Pediatric Critical Care - in-house, immediately available, fulfilled by: Qualified specialist in pediatric critical care medicine, **or** Qualified specialist in anesthesiology with experience in pediatric critical care; **or** Qualified surgeon with expertise in pediatric critical care, **or** A physician who has completed at least 2 years of residency in pediatrics. When a senior resident is responsible for critical patient care, there shall be a qualified specialist in pediatric critical care or qualified specialist in pediatric anesthesiology on-call and promptly available, **and**, is advised of all patients requiring admission to the PICU and participate in all major decisions and interventions.			E		
The qualified pediatric PICU specialist shall be immediately available, advised of all admitted patients to the PICU, and shall participate in all major therapeutic decisions and interventions			E#		
Pediatric trauma centers – qualified specialists with pediatric experience shall be on hospital staff and available for consultation, and **Level I Pediatric Trauma Center, qualified pediatric non-**					

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surgical specialist or specialty availability on call and promptly available:					
General pediatrics			E		
Mental health			E		
Neonatology			E		
Nephrology			E		
Pathology			E		
Pediatric anesthesiology			E#		
Pediatric cardiology			E		
Pediatric emergency medicine			E#		
Pediatric gastroenterology			E E#		
Pediatric hematology/oncology			E		
Pediatric infectious disease			E E#		
Pediatric nephrology			E#		
Pediatric neurology			E E#		
Pediatric pulmonology			E#		
Pediatric radiology			E E#		
SERVICE CAPABILITIES:					
Radiological Service Radiologist technician immediately available in-house*, capable of performing plain film and computed tomography imaging.	E	E	E	D	
Promptly available - angiography and ultrasound Radiological technician promptly available	E	E	E	 E	 E
Clinical laboratory Service Immediately available at all times, Promptly available for Level III and IV, **and** Comprehensive blood bank or access to a community central blood bank	E E	E E	E E	D E E	 E E
Type & cross, coagulation studies, micro-sampling	E*	E*	E*		
Surgical Service Operating suite available for trauma patient or being utilized for	E	E	E	E	

CRITERIA **E = essential E*= CCEMSA D = desirable** **Level Peds** is requirements for Level II Pediatric TC** **E# = essential for Level I Pediatric TC in addition to Level II requirements**	**Level I**	**Level II**	**Level PEDS ****	**Level III**	**Level IV**
trauma patients					
Operating staff - with trauma education*, Immediately available unless operating on trauma patients and backup personnel promptly available	E		E#		
Operating staff promptly available unless operating on trauma patients and backup staff who are promptly available		E	E		
Operating staff who are promptly available				E	
Appropriate surgical equipment/supplies as determined by trauma program medical director or EMS Agency for Level III	E	E	E	E	
Cardiopulmonary bypass	E		E#		
Operating microscope	E		E#		
Nursing Services – staffed by qualified licensed nurses with education, experience, and demonstrated clinical competence in the care of critically ill and injured children			E		
Basic Emergency Services per Chapter 1, Division 5 of Title 22: Physician in-house, immediately at all times	E	E	E	E	
Designate emergency physician to be member of trauma team, **and**	E	E	E	E*	
Provide emergency medical services to adult and pediatric (pediatric patients for Pediatric TC) patients, **and**	E	E	E	E	
Trauma trained nursing personnel to provide continual monitoring, **and**	E*	E*	E*	E*	
Equipment and supplies appropriate for adult and pediatric patients as approved by the director of emergency medicine in collaboration with the trauma program director	E	E	E	E*	
Emergency department staffed so that trauma patients are assured of immediate and appropriate initial care	E	E	E	E	E
Communication with EMS vehicles	E	E	E	E	E
SUPPLEMENTAL SERVICES **Pediatric trauma centers shall have Pediatric specialists in all areas**					
Intensive Care Service, special permit licensing ICU services, Chapter 1, Division 5, of Title 22	E	E		E	
Appropriate equipment and supplies determined by physician responsible for intensive care service and the trauma program	E	E		E	

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medical director					
Qualified specialist, in-house, immediately available for trauma patients in ICU	E	D		D	
ICU specialist promptly available		E		E	
Qualified specialist may be a resident with 2 years of training, supervised by the staff intensivist or attending surgeon who participates in all critical decision making The qualified specialist shall be a member of the trauma team Registered Nurses with trauma education 24/7	E E E*	E E E*	 E*	E E E*	
Burn Center In house or through written transfer agreement with a Burn Center	E	E	E	E	
Physical Therapy Service To include personnel trained in physical therapy and equipped for acute care of the critically injured patient	E	E	E		
Rehabilitation Center Services to include personnel trained in rehabilitation care and equipped for acute care of the critically injured patients. May be provided through a written transfer agreement with rehabilitation center	E	E	E	E	
Respiratory Care Service Services to include personnel trained in respiratory therapy and equipped for acute care of the critically injured patient	E	E	E	E*	
Acute Hemodialysis Capability	E	E	E		
Occupational Therapy Service To include personnel trained in occupational therapy and equipped for acute care of the critically injured patient	E	E	E		
Speech Therapy Service To include personnel trained in speech therapy and equipped for acute care of the critically injured patient	E	E	E		
Social Service	E	E	E	D	
Services or Programs (Special license or permit not required)					
Pediatric Service – Adult TC who provides in-house pediatric					

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services, in addition to Chapter 1, Division 5 of Title 22 shall have the following: **Pediatric Intensive Care Unit (PICU),** Shall be approved by California State Department of Health Services' California Children Services (CCS)	E E	E E	 E		
Adult hospitals without a PICU shall establish written criteria for consultation and transfer of pediatric patients needing ICU care	E	E			
Have appropriate equipment/supplies approved by the pediatric intensive care specialist and pediatric trauma program medical director			E		
Pediatric intensive care specialist shall be promptly available for trauma patients in the PICU			E		
Qualified specialist shall be a member of the trauma team			E		
Have a multidisciplinary team to manage child abuse and neglect	E	E			
Pharmacy In house, 24 hour availability with pharmacist on call	E*	E*	E*	D	
Shall be in-house within 30 minutes of call				E*	
Acute Spinal Cord Management Capability In-house or by transfer agreement	E	E	E		
Organ Donor Protocol as described in Div. 7, Chapter 3.5, Cal. HS Code	E	E	E	E*	
Outreach Program, to include Capability to provide both telephone and on-site consultations with physicians in the community and outlying areas, **and**	E	E	E	E	
Trauma prevention to the general public Public education and illness/injury prevention education	E E*	E E*	E E	E* E*	
Continuing Education Continuing education in trauma care shall be provided for: Staff physicians Staff nurses Staff allied health personnel EMS personnel	E	E	E	E	E
Community physicians and health care personnel	E	E	E	E	E
Trauma physicians (CME, 50% must be extramural)	E*	E*	E*	E*	E*
General Trauma Surgeon, ATLS completion	E*	E*	E*	E*	

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Orthopedic Surgeons	E*	E*	E*	E*	
Neurosurgeons	E*	E*	E*	E*	
Emergency Medicine	E*	E*	E*	E*	E*
Pediatric Trauma Centers – In addition to special permit licensing services shall have: Outreach and injury prevention programs specifically related to pediatric trauma and injury prevention;			E		
A suspected child abuse and neglect team (SCAN)			E		
An aeromedical transport plan with designated landing site; and Child Life program			E E		
Written Interfacility Transfer Agreements Transfer agreements with referring and specialty hospitals	E	E	E		
Written transfer agreements with Level I or II trauma centers, Level I or II pediatric trauma centers or specialty care centers for the immediate transfer of those patients whose medical care need additional resources				E	
Written transfer agreements with Level I, II, or III trauma centers, Level I or II pediatric trauma centers or specialty care centers for the immediate transfer of those patients whose medical care need additional resources					E
Trauma Quality Improvement Program Trauma centers of all levels shall have a quality improvement process to include structure, process, and outcome evaluations, identify root causes of problems, intervene to reduce or eliminate root causes and take appropriate steps to correct the process	E	E	E	E	E
Process shall include: Detailed audit of all trauma-related deaths, major complications, and transfers (including interfacility transfers);	E	E	E	E	E
A multidisciplinary trauma peer review committee that includes all members of the trauma team; (CCEMSA* 50% attendance by reps of Surg, Ortho, Neuro, EM, Anesthesia)	E	E	E	E	E
Participate in the trauma system data management system;	E	E	E	E	E
Participate in the local EMS agency trauma evaluation committee;	E	E	E	E	E

CCEMSA TRAUMA CENTER STANDARDS
SUMMARY OF CALIFORNIA CODE OF REGULATIONS, TITLE 22, CHAPTER 7

CRITERIA **E = essential E*= CCEMSA D = desirable** **Level Peds** is requirements for Level II Pediatric TC** **E# = essential for Level I Pediatric TC in addition to Level II requirements**	Level I	Level II	Level PEDS **	Level III	Level IV
Have a written system in place for patient, parents of minor children who are patients, legal guardian(s) of children who are patients, and/or primary caretaker(s) of children who are patients to provide input and feedback to hospital staff regarding the care provided to the child;	E	E	E	E	E
Follow applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality	E	E	E	E	E
Appropriately licensed helicopter landing site	E*	E*	E*	D	
Interfacility Transfer of Trauma Patients Patients may be transferred between and from trauma centers providing: Any transfer shall as determined by the trauma center surgeon of record, be medically prudent; Be in accordance with local EMS agency interfacility transfer policies.	E	E	E	E	E
Hospitals shall have written transfer agreements with trauma centers and develop written criteria for consultation and transfer of patients needing a higher level of care.	E	E	E	E	E
Hospitals which 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.	E	E	E	E	E
Hospitals receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients who have been transferred.	E	E	E	E	E

Manual	Emergency Medical Services Administrative Policies and Procedures	Policy Number 334 Page 1of 3
Subject	Trauma Registry Data Collection	
References	California Code of Regulations, Title 22. Social Security Division 9. Prehospital Emergency Medical Services Chapter 7. Trauma Care Systems	Effective 12/15/2014

I. POLICY

The EMS Agency is responsible for monitoring the Central California EMS Region's Trauma System. Data collection and management are critical components to monitoring the system, and essential to performance improvement and patient safety programs. This policy defines the means of collection of data for Quality Improvement of the Trauma System.

II. PROCEDURE

A. EMS AGENCY

1. The EMS Agency shall maintain a Trauma Registry and Trauma Information System. The data submitted by the hospitals shall be utilized for trauma system monitoring, evaluation, and research. Data will be used for periodic reports to the Regional Trauma Audit Committee.

2. The Trauma Registry will be utilized for quality improvement purposes and will be protected from disclosure per the California Evidence Code, Section 1157.7. The data base is not subject to the mandated patient authorization procedures of HIPPA.

3. Data from the Trauma Registry shall be integrated into the State EMS Authority data management system as required.

B. TRAUMA CENTERS

1. Trauma Centers shall use the Trauma Registry Program approved by the EMS Agency.

2. Trauma Registry Data will be completed by all trauma centers for all patients who meet the inclusion criteria for the trauma registry as outlined in Attachment A. Trauma Nurse Coordinators /Managers or Trauma Registrars at the trauma centers will be responsible for completing the documentation of registry patients.

3. Trauma registries should be concurrent. At a minimum, 80 percent of cases must be entered within 60 days of discharge.

Approved By EMS Director	Revision **05/25/2023**
EMS Medical Director	

Subject	Trauma Registry Data Collection	Policy Number 334

4. The completed registry data will be forwarded to the EMS Agency electronically on a monthly basis. If a trauma registry record is updated at the trauma center, the revised record will be submitted to the EMS Agency.

C. NON-TRAUMA HOSPITALS

1. Non-trauma hospitals will complete a Non-Trauma Hospital Patient Registry Form (Attachment B) on the following critical trauma patients who present at a non-trauma hospital:

   a. Trauma patients meeting any of the trauma triage criteria/destination criteria to a designated trauma center.

   b. Trauma patients with a final disposition to a Trauma Center.

   c. Trauma transfers from other facilities.

   d. All traumatic arrests, trauma related deaths in the ED or after hospital admission.

2. Completed registry forms will be emailed to the EMS Agency within 60 days of patient discharge, transfer or death.

3. The registry form is to be completed by designated personnel from the non-trauma hospital. The names of designated personnel will be forwarded to the EMS Agency.

D. INSTRUCTIONS FOR COMPLETION OF THE NON-TRAUMA HOSPITAL PATIENT REGISTRY FORM

1. Section 1 – Identification

   a. EMS Number

   b. Incident Location: Enter the original location of the incident

   c. Hospital: Enter the name of the non-trauma hospital completing the form.

   d. Patient: Enter the name of the patient.

   e. Date of birth

   f. Age: Enter the patient's age.

   g. Sex: Check male or female.

2. Section 2 – Emergency Department Admission Data

   a. Date of Arrival: Enter month, date, year admitted to the ED.

   b. Time of Arrival: Enter time of arrival to the ED.

   c. Method of Arrival: Check applicable; if "Other", describe.

   d. Mechanism of Injury: Check one; if "Other", describe.

Subject	Trauma Registry Data Collection	Policy Number 334

e. Vital Signs Upon Arrival: Enter initial GCS and vital signs taken in the ED.

f. Procedures: Check any applicable procedure and enter time; if “Other”, describe.

i. Blood products: Enter time of first unit and the total number of units given, if any products were given.

g. Injuries: Check applicable.

i. All trauma related hospital admits with at least one injury ICD-10 diagnosis code between S00-S99 with 7th character modifiers of A, B, or C ONLY. (Injuries to specific body parts-initial encounter).

3. Section 3 – Emergency Department Disposition

a. Admitted: Check if applicable, enter time, and specify hospital unit under comments.

b. OR: Check if applicable, enter time, and specify procedure(s) if known under comments.

c. OR Disposition: Check if applicable, enter time, and specify hospital unit under comments.

d. Discharged: Check if applicable, and enter time.

e. Transfer to a Trauma Center ED: Check if applicable, enter time, and specify destination under comments.

f. Interfacility Transfer (Patient transferred to inpatient unit): Check if applicable, enter time, and specify destination under comments.

g. Ground Transport: Check if applicable, and enter time.

h. Air Transport: Check if applicable, and enter time.

i. Other: Check if applicable, enter time, and include explanation under comments.

4. Section 4 - Comments:

a. Include anything pertinent, explanatory, or interesting information.

b. Include any transfer questions or problems.

ATTACHMENT A
TRAUMA REGISTRY – TRAUMA CENTER SELECTION CRITERA

Reference: Current Version of the National Trauma Data Bank (NTDB) Data Dictionary and the State of California Data Dictionary.

1. All trauma related hospital admits with at least one injury ICD-10 diagnosis code between S00-S99 with 7th character modifiers of A, B, or C ONLY. (Injuries to specific body parts-initial encounter)
   - A. Fractures (all)
   - B. Dislocations (all)
   - C. Intracranial injuries (all—includes concussion)
   - D. Internal injuries of chest, abdomen, and pelvis
   - E. Open wounds
   - F. Injuries to blood vessels
   - G. Crushing injuries
   - H. Burns (burn registry)
   - I. Injuries to optic nerves
   - J. Spinal cord injuries
   - K. Certain traumatic complications
     1. Air/fat embolism
     2. Secondary and recurrent hemorrhage
     3. Post traumatic wound infection
     4. Traumatic shock
     5. Subcutaneous emphysema
   - L. Excludes:
     1. S00 (Superficial injuries of the head)
     2. S10 (Superficial injuries of the neck)
     3. S20 (Superficial injuries of the thorax)
     4. S30 (Superficial injuries of the abdomen, pelvis, lower back and external genitals)
     5. S40 (Superficial injuries of shoulder and upper arm)
     6. S50 (Superficial injuries of elbow and forearm)
     7. S60 (Superficial injuries of wrist, hand and fingers)
     8. S70 (Superficial injuries of hip and thigh)
     9. S80 (Superficial injuries of knee and lower leg)
     10. S90 (Superficial injuries of ankle, foot and toes)

2. All injury-related deaths in ED or after admission

3. All trauma transfers from other facilities

ATTACHMENT B
CENTRAL CALIFORNIA EMS AGENCY
NON-TRAUMA HOSPITAL PATIENT REGISTRY FORM

---

1. IDENTIFICATION

EMS Number ___________________________

Incident Location _________________________

Hospital ________________________________

Patient _________________________________

DOB ___________________________________

Age ___________ Male ○ Female ○

2. EMERGENCY DEPARTMENT ADMISSION DATA

Date of Arrival _____________________

Time of Arrival ____________________

Method of Arrival:

Walk-in ○ BLS Ambulance ○

ALS Ambulance ○ Air Ambulance ○

Other ○ If other, describe:

Mechanism of Injury:

Motor Vehicle Crash ○ Motorcycle ○ Bicycle ○

Pedestrian ○ Assault ○ Stabbing ○ Gun Shot ○

Ground Level Fall ○ Fall from Height ○ Sports ○

Industrial ○ Farming ○

Other ○ If other, describe:

Vital Signs Upon Arrival:

Eyes: _____ Verbal: _____ Motor: _____

GCS: ______

HR: ______ RR: ______ BP: ______

Procedures:

	Time		Time
Intubation ○	_______	Blood Products ○	_______
		# of Units Given	_______
CT Scan ○	_______	Chest Tube ○	_______
Other ○	_______	If other, describe:	

Injuries: (ICD-10 S00-S99)

Fractures:
Skull ○ Neck/Spine ○ Limbs ○

Dislocations ○ Intracranial Injury ○ Sprains/Strains ○

Open wounds ○ Burns ○ Foreign Body ○

Internal Injury to: Chest ○ Abdomen ○ Pelvis ○

Injuries involving: Blood Vessels ○ Crushing ○

Optic nerves ○ Spinal Cord ○

3. EMERGENCY DEPARTMENT DISPOSTION

	Time		Time
Admit ○	______	Transfer to Trauma Center ED ○	_______
OR ○	_____	Interfacility Transfer ○	_______
OR Disposition :		Ground Transport ○	______
Admit ○	______	Air Transport ○	______
Transfer ○	______	Other ○	_____
Discharged Home ○	______		

Please include comments concerning difficulties with the interfacility transfer arrangements, procedures, patient care, etc.

4. COMMENTS

Submitted by: ___________________________________

Within 30 days of patient discharge, transfer or death, email the completed form to Mato Parker at mkparker@fresnocountyca.gov

Manual: Emergency Medical Services Administrative Policies and Procedures	Policy Number: 703 Page: 1 of 7
Subject: Continuous Quality Improvement	
References: Division 2.5 of the California Health and Safety Code Title 22, Division 9 of the California Code of Regulations Section 1157.7 of Evidence Code	Effective: 08/07/00

I. POLICY

This policy describes the roles and responsibilities of all Central California EMS System participants in the provision of Continuous Quality Improvement (CQI). All EMS provider agencies shall meet the requirements of this policy.

II. PURPOSE

"Continuous Quality Improvement" or "CQI" means methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process.

III. PROCEDURE

The EMS Agency is responsible for the oversight and supervision of the entire CQI process and communicating with all involved participants.

A. EMS Agency CQI Medical Director/Coordinator responsibilities include:

1. Implement, monitor and evaluate the CQI System, including CQI requirements as described in Appendix B.

2. Provide oversight of the CQI Committee.

3. Provide regular CQI reports to Medical Control Committee, Base Hospital Committee, EMSOC, CQI Committee and EMS Staff meetings.

4. Review individual QI Reports and take necessary action.

5. Provide an access point for Internal/External Customers as identified in Section III.F.

6. Create an Investigative Review Panel (IRP), as needed, to provide a grievance process for EMS personnel in accordance with State guidelines and requirements (Refer to Section III.G.).

7. Monitor quality indicators via database analysis as identified in Appendix A.

Approved By: EMS Division Manager	**Daniel J. Lynch** (Signature on File at EMS Agency)	Revision: **5/25/2023**
EMS Medical Director	**Jim Andrews, M.D.** (Signature on File at EMS Agency)	

8. Review and participate in research generated by the CQI process.

9. Forward CQI Committee recommendations to EMS Training Division.

10. Manage EMS database to assure quality and completeness of databases.

B. CQI Committee responsibilities include:

NOTE: All proceedings are confidential and protected under Section 1157.7 of Evidence Code: "The prohibition relating to discovery or testimony provided in Section 1157 shall be applicable to proceedings and records of any committee established by a local governmental agency to monitor, evaluate, and report on the necessity, quality, and level of specialty health services including, but not limited to trauma care services, provided by a general acute care hospital which has been designated or organized by that governmental agency as qualified to render specialty health care services."

1. Review/Monitor Data from EMS System (III.C).

2. Select quality indicators, items for review and monitoring, create action plans, and monitor performance (i.e., time, patient satisfaction, workforce satisfaction, protocol compliance, outcome data). (See Appendix A.)

3. After review by EMS Agency, serve as a forum to discuss issues/concerns brought to the attention of the EMS Agency by internal and external customers (III. F.).

4. Propose, review, and participate in EMS research.

5. Promote CQI training throughout the EMS System.

6. Policy/Protocol Review – Selected policies reviewed with prenotification sent out to allow participant feedback. Initial review by CQI Coordinator/Medical Director and proposed revisions discussed at CQI Committee.

7. Provide recommendations to Training Division, including:

    a. Orientation

    Paramedic eight-hour introduction to Central California EMS policies, procedures and local scope of practice.

    b. Primary Training

        1) Local EMS Paramedic Training Course

        2) Local EMT Courses (Fire Department/Schools/Provider Agencies)

        3) AED (AED Provider Agencies)

        4) Emergency Medical Dispatcher Training

        5) Mobile Intensive Care Nursing Training

        6) Base Hospital Physician Course

c. Continuing Education

1) Case Review/Tape Review

2) Provider Agency C.E.

3) EMS C.E. – Topics Based on CQI identified deficiencies.

8. CQI Committee Members

a. CQI Medical Director
b. CQI Coordinator
c. Base Hospital Physician (chosen by Medical Control Committee)
d. PLN – (chosen by Base Hospital Committee)
e. PLO – (Three – preferably one from each County)
f. EMS Dispatcher
g. Fire First Responder (chosen by Fire Chiefs Association)

9. CQI Committee Ex-Officio Members

a. EMS Medical Director
b. EMS Division Manager

10. CQI Committee Guests

CQI Medical Director or CQI Coordinator may approve the attendance of guests.

C. Data/System Review

Various databases currently exist which contain data relevant to Continuous Quality Improvement (CQI) in EMS (see list below). These databases must be searched to:

1. Prospectively identify areas of potential improvement.

2. Answer questions about the EMS System.

3. Monitor changes once improvement plans are implemented.

4. Provide accurate information enabling data driven decisions.

5. Monitor individual performance within the EMS System.

6. Support research that will improve our system and potentially broaden EMS knowledge through publication.

7. The involved databases include:

a. Dispatch Database
b. First Responder Database
c. PCR Databases
d. Hospital Databases
e. QI Database
f. Trauma Registry
g. County Coroner's Reports

D. Individual Quality Improvement Reports

Individual quality improvement reports are generated by anyone in the EMS System and are reviewed at the Base Hospital Physician level as well as by the EMS Agency.

E. EMS Research

Any parties interested in EMS research may participate. Leadership is expected from EMS Medical Directors and Senior EMS Specialists with EMS Division Manager and Medical Control Committee approval.

F. Internal/External Customers

Various entities interact with the EMS System. In order to allow input from these sources, the CQI process may be accessed via the EMS Agency who will determine if the issue raised will be put on the CQI Committee Agenda.

1. Internal Customers
   Paramedics/EMT-Is/First Responders
   MICNs/Flight Nurses
   Dispatch Personnel
   EMS Students
   Ambulance Providers
   EMS Committees
   Hospitals
   State/Regional EMS Personnel
   UCSF Residency Personnel
   Base Hospital Physicians

2. External Customers
   Patients
   Patients' Families
   Community/Public
   Third Party Payors (Insurance Companies, HMOs)
   Government Agencies (Public Health Department, Police, etc.)
   Nursing Homes
   Private Physicians

G. Investigative Review Panel

1. Created on an as needed basis as outlined in Title 22, Division 9.

2. Purpose - An impartial advisory body, the members of which are knowledgeable in the provision of prehospital emergency medical care and local EMS System policies and procedures, which may be convened to review allegations against the holder of an EMS prehospital emergency medical care certificate, assist in establishing facts of the matter, and provide its findings to the EMS Medical Director.

APPENDIX A

Quality Indicators

The following quality indicators are monitored on a routine and continuous basis and reported to the appropriate EMS committees:

Initial System Review Items:

1. Trauma Scene Times (<10 minutes)
2. Medical Scene Times (<20 minutes)
3. Cardiac Arrest Survival Rates
4. Trauma Survival Rates
5. Percentage of Unrecognized Esophageal Intubation

Other Review Items:

1. AMA/RAS/RMCT Ratios (at each Base Hospital)
2. Codes (compliance with times in protocol)
3. Nature of Incident Frequency on QA Reports
4. Pediatric Survival Rates
5. Prehospital Violence
6. 90% Successful IV after Three Attempts
7. 95% Successful ET Placement after Three Attempts

Data to Determine Performance Excellence:

1. Are EMS services timely?
2. Do providers adhere to prescribed protocols?
3. What is the level of patient/stakeholder satisfaction?
4. How does performance compare with similar systems?
5. Are data and information used in planning and operation?
6. Do all workforce members understand and use available data?
7. Have CQI efforts been successful at improving performance?
8. Are changes in one critical performance indicator affecting other areas?
9. Are QI resolutions communicated to all involved parties?

APPENDIX B

CQI Skills Retainment Requirements

PARAMEDIC

A. Patient Contact Requirement

The Central California EMS Agency maintains a standard of care that provides a high quality, consistent, and dependable skill level and knowledge base for its Emergency Medical Services personnel. To assure that Paramedics maintain adequate patient assessment and other ALS skills, the EMS Agency acknowledges the importance of minimum patient contacts to assure the proficiency of skills, problem recognition, and knowledge.

Each Paramedic accredited in the Central California EMS System shall document an average of at least 20 patient contacts per month (240 per year) while working on an approved Central California County ALS unit. A written statement from the employer shall be submitted to the Central California EMS Agency by March 20th of each year.

A patient contact is defined as a patient who is completely assessed by an on-duty Paramedic during the course of an EMS response and a prehospital care report is completed as a result of the patient assessment. The EMS Agency shall audit records to verify compliance on a random basis.

In the event that a Paramedic does not achieve the 240 patient contacts (or prorated amount authorized by the Central California EMS Agency) in the twelve-month period, the individual shall complete five (5) ALS field evaluations within a sixty (60) day period beginning March 21st. An EMS Training Officer approved by the Central California EMS Agency must continuously supervise this field evaluation. An ALS response includes a patient contact involving the use of one or more ALS skills excluding cardiac monitoring and basic CPR. The EMS Agency, in the event of an unsatisfactory evaluation, may prescribe additional education or evaluation.

B. Paramedic Field Evaluation Requirement

Document satisfactory field evaluations performed by an approved Central California EMS Training Officer. Paramedics that have been certified/accredited less than two (2) years within the Central California EMS Region must be evaluated by a designated EMS Training Officer, each six (6) months (Deadline-September 20th and March 20th). Paramedics that have been certified/accredited greater than two (2) years within the Central California EMS Region will not be required to do a field evaluation.

A field evaluation will consist of an EMS Training Officer observing a Paramedic conducting three (3) patient assessments. The EMS Training Officer will evaluate the Paramedic based upon criteria utilized for field internships as developed by the Central California EMS Agency. An evaluation is documented utilizing a field evaluation form (as utilized for field internships) and shall be submitted to the Central California EMS Agency within fifteen days of the completion of the field evaluation.

The agency's liaison officer and the EMS Agency will review unsatisfactory evaluations with the Paramedic. Possible actions by the Central California EMS Agency in the case of an unsatisfactory evaluation include reevaluation, additional training, or initiation of the formal investigation.

C. ACLS Requirement

Within two (2) years of initial accreditation, the Paramedic shall demonstrate proof of current certification and continued certification as an Advanced Cardiac Life Support (ACLS) provider according to the standards of the American Heart Association. Fulfillment of this requirement may be utilized for completing a portion of the on-going continuing education requirements.

D. BTLS/PHTLS Requirement

Within two (2) years of initial accreditation, the Paramedic shall demonstrate proof of satisfactory completion of a Basic Trauma Life Support (BTLS) course according to the standards of the American College of Emergency Physicians, or Prehospital Trauma Life Support (PHTLS). Fulfillment of this requirement may be utilized for completing a portion of the on-going continuing education requirements. Refresher training in these courses may be assigned to individuals by the EMS Medical Director for remedial education as a condition of accreditation.

Exhibit E

Confidentiality and Data Security

1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

a. “**Authorized Employees**” means the Contractor’s employees who have access to Personal Information or Privileged Information.

b. “**Authorized Persons**” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

c. “**Director**” means the County’s Director Internal Services/Chief Information officer or their designee.

d. “**Disclose**” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

e. “**Person**” means any natural person, corporation, partnership, limited liability company, firm, or association.

f. “**Personal Information**” means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

g. “**Privacy Practices Complaint**” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

h. “**Privileged Information**” means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County or any attorney of the County, under this agreement, including but not limited to any or all of the following: (i) records pertaining to pending litigation to which the County is party, or to claims made pursuant to the Government Claims Act (Gov. Code, Tit. 1,

Div. 3.6, beginning with section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled, which are exempt from disclosure under Government Code section 6254, subdivision (b); (ii) any information that is subject to the attorney-client privilege, which includes but is not limited to a "confidential communication between client and lawyer," as that term is defined in Evidence Code section 952, where the County is the client and any attorney of the County is the lawyer, and the Contractor may be serving as a representative of the County, as an intermediate representative for communication between the County and any attorney of the County, or both; or (iii) both (i) and (ii).

For purposes of a "confidential communication between client and lawyer" under this Agreement, the Contractor is presumed to be present to further the interest of the County in its consultation with an attorney of the County, reasonably necessary for the transmission of the information or the accomplishment of the purpose for which the attorney of the County is consulted, or both.

The Contractor acknowledges that the attorney-client privilege protecting Privileged Information belongs to the County and may only be waived by the County's Board of Supervisors, and may not be waived by any other County official. The Contractor has no right or authority to waive the attorney-client privilege that belongs to the County.

i. "**Security Safeguards**" means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

j. "**Security Breach**" means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

k. "**Use**" or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. **Standard of Care**

a. The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information and Privileged Information only as permitted in this Agreement.

b. The Contractor acknowledges that Personal Information and Privileged Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information or the Privileged Information remains in the County (or persons from whom the County receives or has received Personal Information or Privileged Information)

regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information or that Privileged Information.

c. The Contractor agrees and covenants in favor of the Country that the Contractor shall:

i. keep and maintain all Personal Information and all Privileged Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;

ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;

iii. Use Privileged Information exclusively for the purposes for which the Privileged Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;

iv. not Use, Disclose, sell, rent, license, or otherwise make available Personal Information or Privileged Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion;

v. not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the express prior written consent the Director; and

vi. not, directly or indirectly, Disclose Privileged Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the express prior written consent of the County's Board of Supervisors.

d. Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information or Privileged Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information or the Privileged Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information or Privileged Information.

e. The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information or Privileged Information as if they were the Contractor's own actions and omissions.

Exhibit E

3. **Information Security**

a. The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information and Privileged Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

b. The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

c. Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

i. limiting Use of Personal Information and Privileged Information strictly to the Contractor's and Authorized Persons' personnel, including technical and administrative personnel, who are necessary for the Contractor's or Authorized Persons' Use of the Personal Information or Privileged pursuant to this Agreement;

ii. ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;

iii. to the extent that they contain or provide access to Personal Information or Privileged Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information and the Privileged Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet

connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

iv. encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher when Personal Information is (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);

v. strictly segregating Personal Information and Privileged Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information and Privileged Information is not commingled with any other types of information;

vi. having a patch management process including installation of all operating system and software vendor security patches;

vii. maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and

viii. providing appropriate privacy and information security training to Authorized Employees.

d. During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information or Privileged Information by any Authorized Employee.

e. The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information and Privileged Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.

f. The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

g. The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable,

erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

a. Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information, Privileged Information, or both, that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

b. Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:

i. assisting the County in conducting any investigation;

ii. providing the County with physical access to the facilities and operations affected;

iii. facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and

iv. making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

c. County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's

receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

d. The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.

e. The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, Privileged Information, or both, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

a. The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

b. Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information and Privileged Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information, Privileged Information, or both, pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.

c. The Contractor shall ensure that all Authorized Persons who Use Personal Information, Privileged Information, or both, agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information and Privileged Information by incorporating the relevant provisions of this Exhibit E into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. **Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information and all Privileged Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information and all Privileged Information, and certify in writing to the County that such Personal Information and Privileged Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information or Privileged Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and Privileged Information and copies of Personal Information and Privileged Information. If return or disposal of such Personal Information or Privileged Information, or copies of Personal Information or Privileged Information, is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and Privileged Information, and copies of Personal Information and Privileged Information. The Contractor shall not retain any copy of any Personal Information or any Privileged Information after returning or disposing of Personal Information and Privileged Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information and Privileged Information that the Contractor retains if return or disposal is not feasible and to all Personal Information and Privileged Information that the Contractor may later discover in its possession or control.

7. **Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. **Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a **"County Indemnitee"**) from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information or Privileged Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or

arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the sole acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. **Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

10. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. **No County Warranty.** The County does not make any warranty or representation whether any Personal Information or Privileged Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.