

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF SOLANO and NORTHBAY HEALTHCARE GROUP**

This Memorandum of Understanding (“Agreement”) is made on January 2, 2026 between the COUNTY OF SOLANO, a political subdivision of the State of California (“County”) and NorthBay Healthcare Group (“Hospital”).

1. Recitals

- A. NorthBay Healthcare Group DBA NorthBay Medical Center and VacaValley Hospital (“Hospital”) submitted an application to the Solano County Department of Health and Social Services, Public Health Division (“County”), the designated Local Emergency Medical Services Agency, (“LEMSA”) in Solano County, to upgrade the Hospital’s trauma services from the current Level III to Level II.
- B. After performing a trauma systems study and review of the Hospital’s application by the County, the County has deemed it necessary to grant the status of Level II Trauma Center to NorthBay Medical Center, located at 1200 B. Gale Wilson Drive, Fairfield, CA 94533, on November 12, 2025, subject to the terms of this Agreement.
- C. The parties agree to the following provisions:

2. Term

The term of this Agreement shall be one-year commencing on January 2, 2026 and terminating on January 1, 2027 unless extended as provided below or by mutual agreement of the Parties.

3. Hospital Agreement

- A. Hospital agrees to accept all patients in the service area triaged as having traumatic injuries and transported to Hospital and provide appropriate medical management.
- B. Hospital shall perform Level II Trauma Care services 24 hours a day, seven days a week, 52 weeks a year as set forth in this Agreement.
- C. Hospital agrees to abide by all terms and conditions set forth in Exhibits A and B of this Agreement.
- D. Hospital agrees to subscribe to and pay for, at its own expense, the use of the Trauma One trauma registry and any other registries as required by State law and County policy.
- E. Hospital agrees to submit all relevant trauma related data for system evaluation purposes to the County as required by State statutes and regulations and County policy.
- F. Hospital is required to meet all applicable State statutes and regulations and County policies related to Level II Trauma Center standards.
- G. Hospital is required to always maintain a current American College of Surgeons (ACS) Level II Trauma Verification during the term of this Agreement.
- H. Hospital agrees to have a representative attend all Solano County Emergency Medical Services Agency Emergency Medical Care Committee (EMCC) meeting.

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- I. Hospital agrees to provide periodic training and offer Continuing Education (CE) credit in the subject of trauma or trauma related areas to all physicians, nurses, allied health professionals, and prehospital care providers.
- J. Hospital agrees to remit an annual Pay Level II Trauma Center Designation as detailed in Section 5 of this agreement.

4. County Agreement

- A. County agrees to designate Hospital as a Level II Trauma Center for all trauma patients within the service area. The service area extends to counties surrounding Solano County and possibly beyond.
- B. County agrees to develop, update, and submit the annual Solano County Trauma Systems Plan to the California Emergency Medical Services Authority.
- C. County agrees to evaluate policies, protocols, and procedures for the County's Emergency Medical Services System, in accordance with applicable chapters of the California Code of Regulations (CCR) Title 22, Division 9, Chapter 6.1 and California Health & Safety Code (HSC) Division 2.5 and make appropriate changes as necessary.
- D. The County will implement policies, protocols, and procedures, subsequent to review by the Hospital, unless otherwise required by law.
- E. County will maintain the trauma registry data collection system for the purpose of evaluating and monitoring Solano County Emergency Medical Services' Trauma Systems Plan. The County shall utilize Trauma One software for the collection system or whichever system the County deems necessary in the future.
- F. County maintains the right to conduct periodic announced/unannounced site visits for the purpose and compliance with all State laws and County policies.
- G. County agrees to attend any Hospital committee that monitors, evaluates, and reports on the necessity, quality, and level of trauma care services.
- H. County shall confer with and notify the Hospital prior to adopting, changing, and modifying policies, protocols, and procedures related to trauma services and provide final drafts prior to implementation.

5. Payment Provisions

- A. County shall provide an invoice for the annual Level II Trauma Center Designation fee, as set forth in the Solano County Emergency Medical Services Policy 3000, Emergency Medical Services Fees as in effect and as may be amended from time to time, to the Hospital Trauma Program Director in November of the preceding year by first class mail or electronic mail.
- B. Hospital agrees to remit an annual Pay Level II Trauma Center Designation fee of \$196,000 for the calendar year 2026. The fee will be payable to Solano County, as set forth in Solano County Emergency Medical Services Policy 3000, EMS Fees, as in effect and as may be amended from time to time, to compensate County for reasonable costs incurred as a result of

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designating and regulating Hospital as a Trauma Center in accordance with the Emergency Medical Services Act, Health and Safety Code § 1797 et seq.

- C. Hospital shall remit payment by January 31st of each calendar year and upon execution of this Agreement. Payment shall be submitted within 90 days of receipt. The invoice will include a description of the charges, amount due, and due date.
- D. County shall not compensate Hospital for any services provided under or in connection with the Agreement. County shall not be liable for any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this Agreement, including any costs or expenses incurred by Hospital for services provided to stroke victims lacking the ability to pay for services.

COUNTY OF SOLANO, A Political
Subdivision of the State of California

NORTHBAY HEALTHCARE GROUP

By _____
Ian M. Goldberg
County Administrator

By *Heather Resseger*  01/16/2026 02:03 PM EST

Heather Resseger
Senior VP, Chief Hospital Operations Officer &
Chief Nursing Officer

APPROVED AS TO CONTENT

By *Emery Cowan*  01/16/2026 02:16 PM EST

Emery Cowan
Director, Health & Social Services

APPROVED AS TO FORM

By *Julie Barga*  01/16/2026 02:21 PM EST

Julie Barga
County Counsel

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. TIME

Time is of the essence in all terms and conditions of this Memorandum of Understanding (MOU).

2. TIME OF PERFORMANCE

Work may not begin under this MOU until all Certificates of Insurance, business and professional licenses/certificates, or other applicable licenses or certificates are on file with the County's Contract Manager.

3. TERMINATION

A. This MOU may be terminated by County or Hospital, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this MOU immediately upon notice of Hospital's malfeasance.

4. SIGNATURE AUTHORITY

The parties executing this MOU certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this MOU.

5. REPRESENTATIONS

A. County relies upon Hospital's professional ability and training as a material inducement to enter into this MOU. Hospital represents that Hospital will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Hospital's work shall not constitute a waiver or release of Hospital from professional responsibility.

B. Hospital further represents that Hospital possesses current valid appropriate licensure, including, but not limited to, professional license or permits, required to perform the work under this MOU.

6. INSURANCE

A. Without limiting Hospital's obligation to indemnify County, Hospital must procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this MOU and the results of that work by Hospital, Hospital's agents, representatives, employees or subHospitals.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Hospital must maintain limits no less than:

- | | | |
|---------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
|
(2) Workers' Compensation: As required by the State of California. | | |
|
(3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease. | | |

D. Additional Insurance Coverage
To the extent coverage is applicable to Hospital's services under this MOU, Hospital must maintain the following insurance coverage:

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Hospital under this MOU. |
|
(2) Professional Liability: \$2,000,000 combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this MOU. | | |

E. If Hospital maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Hospital. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Hospital under this MOU.

F. Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Hospital must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Hospital; and with respect to liability arising out of work or operations performed by or on behalf of Hospital including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Hospital's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this MOU, Hospital's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Hospital's insurance and shall not contribute to it.

(2) If Hospital's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Hospital. If not covered under the Hospital's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Hospital's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Hospital agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Hospital agrees to waive subrogation which any insurer of Hospital may acquire from Hospital by virtue of the payment of any loss. Hospital agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Hospital, its employees, agents and subHospitals.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Hospital must furnish County with original certificates and endorsements effecting coverage required by this MOU.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

7. BEST EFFORTS

Hospital represents that Hospital will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

8. DEFAULT

A. If Hospital defaults in Hospital's performance, County shall promptly notify Hospital in writing. If Hospital fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Hospital fails to commence to cure the default within 30 days after notification, then Hospital's failure shall constitute cause for termination of this MOU.

B. If Hospital fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Hospital to County. The MOU may be terminated at County's sole discretion.

C. If County serves Hospital with a notice of default and Hospital fails to cure the default, Hospital waives any further notice of termination of this MOU.

D. If this MOU is terminated because of Hospital's default, County shall be entitled to recover from Hospital all damages allowed by law.

9. INDEMNIFICATION

A. Hospital will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Hospital's operations or from any persons directly or indirectly employed by, or acting as agent for, Hospital, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Hospital's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this MOU does not relieve Hospital from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Hospital's operations regardless if any insurance is applicable or not.

10. INDEPENDENT CONTRACTOR

A. Hospital is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this MOU is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Hospital shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Hospital is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Hospital shall indemnify and hold County harmless from any liability which County may incur because of Hospital's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Hospital.

E. As an independent contractor, Hospital is not subject to the direction and control of County except as to the final result agreed to under this MOU. County may not require Hospital to change Hospital's manner of doing business, but may require redirection of efforts to fulfill this MOU.

F. Hospital may provide services to others during the same period Hospital provides service to County under this MOU.

G. Any third persons employed by Hospital shall be under Hospital's exclusive direction, supervision and control. Hospital shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Hospital shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this MOU.

I. Hospital, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

11. COMPLIANCE WITH LAW

A. Hospital shall comply with all federal, state and local laws and regulations applicable to Hospital's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this MOU, Hospital specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Hospital represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this MOU.

12. CONFIDENTIALITY

A. Hospital shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this MOU.

B. Hospital shall not use client specific information for any purpose other than carrying out Hospital's obligations under this MOU.

C. Hospital shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this MOU or authorized by law, Hospital shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying

number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this MOU.

13. CONFLICT OF INTEREST

A. Hospital represents that Hospital and/or Hospital's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contractors, and shall not acquire any interest, direct or indirect, including separate MOUs and/or contracts for the work to be performed hereunder, which conflicts with the rendering of services under this MOU. Hospital shall employ or retain no such person while rendering services under this MOU. Services rendered by Hospital's associates or employees shall not relieve Hospital from personal responsibility under this clause.

B. Hospital has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

14. DRUG FREE WORKPLACE

Hospital represents that Hospital is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

15. HEALTH AND SAFETY STANDARDS

Hospital shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Hospital must receive all health and safety information and training from County.

16. CHILD/ADULT ABUSE

If services pursuant to this MOU will be provided to children and/or elder adults, Hospital represents that Hospital is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

17. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Hospital's performance, place of business and/or records pertaining to this MOU.

18. NONDISCRIMINATION

A. In rendering services under this MOU, Hospital shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Hospital shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

19. SUBCONTRACTOR AND ASSIGNMENT

- A. Services under this MOU are deemed to be personal services.
- B. Subject to any required state or federal approval, Hospital shall not subcontract any work under this MOU without the prior written consent of the County's Contract Manager nor assign this MOU without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.
- C. If County consents to the use of subcontractor, Hospital shall require and verify that its subcontractor maintain insurance meeting all the requirements stated in Section 7 above.

20. UNFORESEEN CIRCUMSTANCES

Hospital is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Hospital's reasonable control, provided Hospital gives written notice to County of the cause of the delay within 10 days of the start of the delay.

21. OWNERSHIP OF DOCUMENTS

- A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Hospital prior to termination of this MOU by County or upon completion of the work pursuant to this MOU.
- B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

22. NOTICE

- A. Any notice necessary to the performance of this MOU shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this MOU.
- B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

23. CHANGES AND AMENDMENTS

- A. County may request changes in Hospital's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of fee designation, shall be effective when incorporated in written amendments to this MOU.
- B. The party desiring the revision shall request amendments to the terms and conditions of this MOU in writing. Any adjustment to this MOU shall be effective only upon the parties' mutual execution of an amendment in writing.
- C. No verbal agreements or conversations prior to execution of this MOU or requested amendment shall affect or modify any of the terms or conditions of this MOU unless reduced to writing according to the applicable provisions of this MOU.

24. CHOICE OF LAW

The parties have executed and delivered this MOU in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this MOU. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this MOU.

25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Hospital represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this MOU and shall abide by and implement its statutory requirements.

26. WAIVER

Any failure of a party to assert any right under this MOU shall not constitute a waiver or a termination of that right, under this MOU or any of its provisions.

27. CONFLICTS IN THE MOU DOCUMENTS

The MOU documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the MOU documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

28. EXECUTION IN COUNTERPARTS

This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

29. ENTIRE MOU

This MOU, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Hospital other than those contained in it.

EXHIBIT B
SPECIAL TERMS AND CONDITIONS

1. Hospital and County both agree notwithstanding Exhibit A, section notwithstanding 6(G)(1)(a), the additional insured is not required since Hospital vehicles will not be utilized by County employees.
2. County and Hospital each consider and represent themselves as covered entities as defined by the U.S. Health Insurance Portability and Accountability Act and agree to use and disclose protected health information as required by law. County and Hospital acknowledge that the exchange of protected health information between them is only for treatment, payment, and healthcare operations