

NAPA COUNTY AGREEMENT NO. _____

**ADVENTIST HEALTH ST HELENA HOSPITAL
EMERGENCY MEDICAL SERVICES RECEIVING HOSPITAL AGREEMENT**

THIS AGREEMENT (the "Agreement"), is effective as of this 1st day of July, 2022, ("Effective Date") is by and between **NAPA COUNTY**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and St. Helena Hospital, a California not for profit religious corporation d.b.a. **ADVENTIST HEALTH ST. HELENA**, whose mailing address is 10 Woodland Drive, St. Helena, CA 94574 (hereinafter referred to as "HOSPITAL" ,) which maintains an acute care hospital located in St. Helena, CA. COUNTY and HOSPITAL may be referred to below collectively as "Parties" and individually as "Party."

RECITALS

WHEREAS, COUNTY has established an Emergency Medical Services (EMS) system pursuant to Division 2.5 of the California Health and Safety Code, and has designated the Napa County Department of Health and Human Services, Public Health Division as the local Emergency Medical Services Agency, hereinafter referred to as "EMS AGENCY", pursuant to Section 1797.200 of the Health and Safety Code; and

WHEREAS, in the judgment of the EMS AGENCY, a need exists for an Emergency Medical Services (EMS) Receiving Center to serve the EMS system in the County of Napa; and

WHEREAS, HOSPITAL is owned and operated by Adventist Health System/West, a non-profit corporation; and

WHEREAS, HOSPITAL desires to act as an EMS Receiving Center in Napa County and is willing to reimburse COUNTY for the cost of functions associated with the designation of HOSPITAL to act as an EMS Receiving Center in Napa County; and

WHEREAS, the EMS AGENCY is willing to designate HOSPITAL as an EMS Receiving Center, pursuant to Section 1798.100 of the Health and Safety Code in accordance with the terms herein below;

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and HOSPITAL agree that HOSPITAL shall be designated to act as an EMS Receiving Center to provide emergency medical services to patients presented through prehospital EMS units and shall reimburse COUNTY for the cost of functions relating to said designation pursuant to the terms and conditions set forth herein below.

1. Term of Agreement.

The term of this Agreement shall commence on July 1, 2022 through June 30, 2023. This one-year term shall be automatically renewed for two additional years and shall expire at 11:59 p.m. on June 30, 2025, unless terminated earlier in accordance with the provisions of Section 7 below.

2. Fees.

HOSPITAL shall reimburse the EMS Agency for functions related to its designation as an EMS Receiving Center. The annual HOSPITAL fee is Fifteen Thousand Dollars (\$15,000) for a total contract maximum of Forty-Five Thousand Dollars (\$45,000.) The EMS Agency shall submit an invoice to HOSPITAL by July 31 of each calendar year during the term of the Agreement. The fee is payable within thirty (30) days of receipt of invoice.

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

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

3. Scope of Hospital Services.

- a. HOSPITAL shall perform the services described in "Exhibit A - Scope of Services" attached hereto and incorporated herein by this reference (hereinafter "Exhibit A".) In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- b. HOSPITAL shall cooperate with COUNTY in the performance of all services hereunder.
- c. HOSPITAL shall perform all services hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in HOSPITAL's profession. COUNTY has relied upon the professional ability and training of HOSPITAL as a material inducement to enter into this Agreement. HOSPITAL hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws. If COUNTY determines that any of HOSPITAL's services are not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require HOSPITAL to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) terminate this Agreement pursuant to the provisions of Section 4 below; or (c) pursue any and all other remedies at law or in equity.
- d. HOSPITAL shall assign only competent personnel to perform services hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person

or persons assigned by HOSPITAL to perform services hereunder, HOSPITAL shall remove such person or persons immediately upon receiving written notice from COUNTY.

- i. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing services hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement and without whose services COUNTY would not have entered into this Agreement. HOSPITAL shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY.
- ii. In the event that any of HOSPITAL's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of HOSPITAL's control, HOSPITAL shall be responsible for timely provision of adequately qualified replacements.

4. Administration.

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

5. On-Site Review.

The EMS Agency shall have the right at all times to monitor, assess, or evaluate HOSPITAL's performance as an EMS Receiving Center. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, patient records, and interviews of staff and participants, all to the maximum extent permitted by law. At any time during the term of designation, the EMS Agency may, at its discretion, conduct an on-site review of all records and materials related to HOSPITAL's operation of the EMS Receiving Center to evaluate the effectiveness of the center in providing care in compliance with the terms and conditions of this Agreement.

6. Termination.

- a. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, COUNTY shall have the right, in its sole discretion, to terminate this Agreement with thirty (30) days written notice to HOSPITAL. HOSPITAL may terminate this Agreement at any time and for any reason by serving written notice upon the other party at least ninety (90) days prior to the effective date of such termination.

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

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

- d. Obligations After Termination. The following sections shall remain in full force and effect after termination of this Agreement: (1) Section 10 Records Maintenance; (2) Section 12, Right to Audit, Inspect, and Copy Records; (3) Section 14, Indemnification (4) Section 23, Confidentiality; and (5) Section 28 (e), Applicable Law and Forum.
- e. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of COUNTY. In addition, the Director of the Health & Human Services Agency, in consultation with Napa County Counsel, shall have the authority to terminate this Agreement on behalf of COUNTY.

7. Financial Responsibility.

COUNTY and the EMS Agency shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this Agreement.

8. Records Maintenance.

HOSPITAL shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the EMS Agency for inspection at any reasonable time. HOSPITAL shall maintain such records for a period of ten (10) years following completion of work hereunder.

9. Ownership of Information.

Patient statistical information furnished to the EMS Agency pursuant to this Agreement shall be the property of the EMS Agency.

10. Right to Audit, Inspect, and Copy Records.

HOSPITAL agrees to permit the EMS Agency and any authorized state or federal agency to audit, inspect and copy all records, notes and writings of any kind in connection with the services provided by HOSPITAL under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. Upon request, HOSPITAL shall supply copies of any and all such records to the EMS Agency.

11. Data and Reports.

HOSPITAL shall submit reports as requested by the EMS Agency, in a format to be determined by the EMS Agency from time to time. The timely submission of these reports is a

material condition of ongoing EMS Receiving Center designation, and material or repeated failure to meet specified deadlines may be grounds for suspension or revocation of EMS Receiving Center designation, at the EMS Agency's discretion.

12. Indemnification.

HOSPITAL agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY and the EMS Agency, and to indemnify, hold harmless, and release COUNTY and the EMS Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including HOSPITAL, that arise out of, pertain to, or relate to HOSPITAL's performance or obligations under this Agreement. HOSPITAL agrees to provide a complete defense for any claim or action brought against COUNTY and the EMS Agency based upon a claim relating to HOSPITAL's performance or obligations under this Agreement. HOSPITAL's obligations under this Article apply whether or not there is concurrent negligence on COUNTY's or the EMS Agency's part, but to the extent required by law, excluding liability due to COUNTY's or the EMS Agency's conduct. COUNTY shall have the right to select its legal counsel at HOSPITAL's expense, subject to HOSPITAL's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for HOSPITAL or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. Insurance.

With respect to performance of services under this Agreement, HOSPITAL shall maintain throughout the term of this Agreement, and shall require its subcontractors, contractors and other agents to maintain, insurance as required below. COUNTY agrees that HOSPITAL's participation in HOSPITAL System's program of self-insurance shall be deemed to satisfy any such insurance requirement under the Agreement. Self-insurance coverages will be subject to approval by County Risk Manager:

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

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

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

- i. Napa County, its officers and employees, is named as additional insured for all liability arising out of the on-going and completed operations by or on behalf of the named insured in the performance of this Agreement between Napa County and HOSPITAL.
 - ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
 - iii. The insurance provided herein is primary and non-contributory coverage to Napa County with respect to any insurance or self-insurance programs maintained by the County.
 - iv. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Napa County Health & Human Services Agency.
- c. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Napa County Health & Human Services Agency.
- d. Professional Liability Insurance. Professional liability insurance for all activities of HOSPITAL arising out of or in connection with this Agreement in an amount no less than Five Million Dollars (\$5,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Napa County Health & Human Services Agency.
- e. Documentation. The following documentation shall be submitted to the EMS Agency:
 - i. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. HOSPITAL agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the EMS Agency for the duration of this Agreement.

- ii. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. HOSPITAL agrees to maintain current endorsements evidencing the above-specified requirements on file with the EMS Agency for the duration of this Agreement.
 - iii. Upon the EMS Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of the EMS Agency's request.
 - iv. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- f. Policy Obligations. HOSPITAL's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- g. Material Breach. If HOSPITAL, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. The EMS Agency, in its sole option, may suspend or revoke HOSPITAL's designation and obtain damages from HOSPITAL resulting from said breach.

14. Conflict of Interest.

HOSPITAL covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its obligations hereunder. HOSPITAL further covenants that in the performance of this Agreement no person having any such interests shall be employed. HOSPITAL shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with requesting entity disclosing HOSPITAL's or such other person's financial interests.

15. Patient Transport.

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

16. Responsibility for Costs.

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

17. Compliance.

- a. HOSPITAL shall comply with applicable federal, state, and local rules and regulations, current and hereinafter enacted, including but not limited to guidelines promulgated by the State EMS Authority, EMS plans, and EMS policies and protocols established by the EMS Agency, legal requirements for patient transfers and medical screening exams, and applicable facility and professional licensing and certification laws. HOSPITAL shall keep in effect any and all licenses, permits, notices, and certificates that are required for its operations.
- b. HOSPITAL shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. HOSPITAL acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on County to provide notice of such changes. Such laws shall include, but not be limited to, the following, except where prohibited by law:
 - i. Non-Discrimination. During the performance of this Agreement, HOSPITAL and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. HOSPITAL shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, HOSPITAL shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of

the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to HOSPITAL services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and HOSPITAL and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

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

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

18. Compliance with COUNTY and EMS Policies and Procedures.

- a. HOSPITAL agrees to comply with all EMS Agency policies and procedures as they may relate to services provided hereunder.
- b. HOSPITAL hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. HOSPITAL also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or Hospitals.
 - i. Waste Source Reduction and Recycled Product Content Procurement Policy.
 - ii. County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment.”
 - iii. Drug and Alcohol Policy.
 - iv. Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of Hospital whose performance of services under this Agreement requires access to any portion of the County computer network shall sign and have on file with County’s ITS Department prior to receiving such access the certification attached to said Policy.
 - v. Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

19. EMS Meetings and Training.

HOSPITAL’s staff will participate in the continuing development of the emergency medical services systems at the county, regional, state and national levels. HOSPITAL’s staff shall attend educational and training programs as may be requested from time to time by the EMS Agency Medical Director.

20. Nondiscrimination.

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

without limitation, the COUNTY'S Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

21. Confidentiality.

- a. Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by HOSPITAL which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. HOSPITAL shall hold all such information as HOSPITAL may receive or create, if any, in trust and confidence. Upon cancellation or expiration of this Agreement, to the extent permitted by law, HOSPITAL shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that HOSPITAL may retain for its files a copy of HOSPITAL work product if such product has been made available to the public by COUNTY.
- b. Protection of Personally Identifiable Information and Protected Health Information.
 - i. To the extent HOSPITAL is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), HOSPITAL shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. HOSPITAL shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection Protected Information provided to, or accessed or created by, HOSPITAL.
 - ii. HOSPITAL shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII.
 - iii. HOSPITAL will be responsible for all costs associated with HOSPITAL's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach

22. Sanctioned Employee.

HOSPITAL agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. HOSPITAL agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event HOSPITAL does employ such individual(s) or entity(s), HOSPITAL agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed on COUNTY by the Medicare or Medicaid programs.

23. Notice.

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

COUNTY:

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

HOSPITAL:

Melissa Davis
Adventist Health, St. Helena
10 Woodland Road
St. Helena, CA 94574

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time.) In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

24. Assignment.

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

25. Relationship of the Parties.

Operation of the facility or facilities utilized in the provision of the services described

herein shall be the responsibility of the HOSPITAL. The parties intend that HOSPITAL, as well as its officers, agents, employees, and subcontractors, including its professional and non-professional staff, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. HOSPITAL is not to be considered an agent or employee of the COUNTY or the EMS Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the EMS Agency provides its employees. In the event the COUNTY exercises its right to terminate this Agreement pursuant to Section 8 above, HOSPITAL expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

26. Miscellaneous Provisions.

- a. No Waiver of Breach. The waiver by the EMS Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- b. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. HOSPITAL and the EMS Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. HOSPITAL and the EMS Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- c. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- d. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- e. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Napa.
- f. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.


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


- i. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“HOSPITAL”

ST. HELENA HOSPITAL

By  Steven Herber
STEVE HERBER, MD
President

By  Todd Hofheins
TODD HOFHEINS
Authorized Signer

“COUNTY”

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Doug Parker (via e-sign)</u> County Counsel</p> <p>Date: <u>June 8, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By: Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By:</p>
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EXHIBIT A
SCOPE OF WORK

GENERAL PROVISIONS

1. Prehospital EMS provider agencies participating in the local EMS system shall be assigned to HOSPITAL by EMS AGENCY for the purposes of medical control pursuant to the provisions of the Health and Safety Code and local EMS policies and procedures.
2. Assignment of prehospital EMS provider agencies to HOSPITAL shall be made upon mutual agreement of HOSPITAL, EMS AGENCY, and the prehospital EMS provider agency.
3. HOSPITAL may enter into any agreement with an assigned prehospital EMS provider agency for medical control services that they mutually deem necessary. Any such agreements shall be subject to the approval of EMS AGENCY.
4. Prehospital EMS provider agencies participating in the local EMS system shall be responsible to COUNTY and EMS AGENCY under the applicable provisions of the Health and Safety Code, Napa County Code, and local EMS Agency policies and procedures.
5. The parties agree that this agreement shall be non-exclusive and that COUNTY may enter into a similar agreement with other entities pursuant to State law and regulation and consistent with the terms contained within this agreement.

HOSPITAL RESPONSIBILITIES

1. HOSPITAL shall be licensed by the California Department of Public Health as a general acute care hospital, and continue meeting the requirements established in Title 22, of the California Code of Regulations, including, but not limited to, Sections 70413, 70415, 70417, 70419 or in successor regulations.
2. HOSPITAL shall have a special permit for Stand By, Basic or Comprehensive Emergency Medical Service issued by the State of California Department of Health Services.
3. HOSPITAL shall follow all policies and medical protocols established by EMS AGENCY pursuant to Health and Safety Code Sections 1797.220 and 1798 or successor statutes.
4. HOSPITAL shall agree to accept and evaluate all patients promptly, by qualified medical personnel designated by hospital policy.
5. HOSPITAL agrees to always staff the emergency department with a physician trained and experienced in emergency medical services and whose practice includes emergency medical care in the hospital.
6. HOSPITAL shall have the capability at all times to communicate with the ambulances and the Base Hospital.
7. HOSPITAL shall establish and maintain the ability to receive electronic patient care records from ambulance providers.
8. HOSPITAL shall orient all affected hospital employees, HOSPITALs, and agents to the Napa County EMS system, including all applicable EMS policies and procedures, and

- capabilities of the Prehospital personnel.
9. HOSPITAL shall participate on various EMS Committees related to Prehospital care, and participate in MCI/Disaster exercises and program development.
 10. HOSPITAL shall designate a Receiving Hospital Emergency Department Medical Director who shall be a physician on the hospital staff, have experience in emergency medical care and will represent the hospital.
 11. HOSPITAL shall fully participate and cooperate with any and all local EMS quality assurance/improvement programs as currently exist or as may be adopted pursuant to local EMS policies and procedures.
 12. HOSPITAL shall participate in the trauma system evaluation and data collection program.
 13. HOSPITAL shall cooperate with the EMS AGENCY in the collection and analysis of patient care and other data necessary to an ongoing evaluation of prehospital care and emergency ambulance operations and provide records and other necessary information to the EMS AGENCY Medical Director or designee for assessment of emergency ambulance services.
 14. HOSPITAL shall agree to participate in EMS education programs, including clinical internships and other activities as directed by quality assurance.
 15. HOSPITAL shall maintain and keep in good repair any and all communications equipment assigned to or operated by HOSPITAL. All equipment shall be kept in good repair and/or adequate supply.
 16. HOSPITAL shall participate in the EMS Agency designated inter-hospital communications system and shall maintain and utilize the system in a manner that assures that information is communicated effectively.
 17. HOSPITAL shall maintain a mechanical chest compression device, approved by the EMS AGENCY and available within the Emergency Department for use in cardiac arrest patients.

COUNTY RESPONSIBILITIES

1. COUNTY'S responsibilities under this Agreement shall be carried out by the Director of the Department of Health Services, the Health Officer, the EMS Administrator, and the EMS Medical Director.
2. EMS AGENCY shall establish program criteria, operational policies and medical protocols in conformity with applicable Federal, State, and local laws and regulations, and accepted EMS system standards. Such criteria and protocols shall be developed with consultation from the HOSPITAL.
3. EMS AGENCY shall accredit and certify personnel for participation in the EMS system in accordance with State statutes and regulations, and local EMS policies and procedures.
4. EMS AGENCY shall monitor the receiving hospital for adequacy of services and medical quality improvement in cooperation with HOSPITAL in an ongoing evaluation of the EMS system.
5. EMS AGENCY shall maintain confidentiality of all patient specific information and quality improvement information and records provided for review and audit purposes to the fullest extent available under the law.

6. EMS AGENCY shall designate a physician to function as the EMS Medical Director.
7. EMS AGENCY shall provide support and education to the receiving hospital for the designated inter-hospital communications system (i.e. ReddiNet).
8. EMS AGENCY shall manage eligible state funded programs for uncompensated care and distribute funds accordingly.