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NAPA COUNTY AGREEMENT FOR SERVICES NO. ~~7768~~

This agreement ("Agreement"), dated the 1st day of July, 2021, ("Effective Date") is by and between NAPA COUNTY, a political subdivision of the State of California (hereinafter "COUNTY"), and **ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC, D.B.A. QUEEN OF THE VALLEY MEDICAL CENTER**, a California nonprofit public benefit corporation (hereinafter "HOSPITAL"), which maintains an acute care hospital located in Napa, CA.

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 & Human Services, Public Health Division as the local Emergency Medical Services Agency, hereinafter referred to as the "EMS Agency," pursuant to Section 1797.200 of the Health and Safety Code; and

WHEREAS, the EMS Agency wishes to assure the highest quality of care by directing ST Elevation Myocardial Infarction (STEMI) patients to facilities qualified to meet STEMI Receiving Hospital standards; and

WHEREAS, the EMS Agency has implemented a Comprehensive Cardiac Care System; and

WHEREAS, the EMS Agency has designated HOSPITAL as a STEMI Receiving Hospital pursuant to Section 1797.204 of the Health and Safety Code and the Emergency Medical Services System Plan approved by the California EMS Authority; and

WHEREAS, HOSPITAL is willing to accept designation as a STEMI Receiving Center; and

WHEREAS, HOSPITAL, by virtue of the parties' execution of this Agreement, will be designated by the EMS Agency as a STEMI Receiving Center under the terms of the Agreement;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both the EMS Agency and HOSPITAL do hereby expressly agree as follows:

1. Definitions.

For the purposes of this agreement:

- a. "STEMI Patient" means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require STEMI Receiving Center Services.
- b. "STEMI Care System" means an integrated prehospital and hospital program that is intended to direct patients with field identified ST Segment Elevation Myocardial

Infarction directly to hospitals with specialized capabilities to promptly treat these patients.

- c. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet STEMI Receiving Center Standards.
- d. "STEMI Receiving Center Standards" means the standards applicable to STEMI Receiving Centers set forth in Attachment A of this Agreement and the EMS Agency policies and procedures, as may be amended from time to time.

2. Term of Agreement.

The term of this Agreement shall be July 1, 2021 to June 30, 2024. It will cover the fiscal years 2021-2022, 2022-2023 and 2023-2024. The fiscal year is recognized as commencing the first of July and ending on the thirtieth of June. This Agreement shall expire at 11:59 p.m. on June 30, 2024, unless otherwise extended or unless terminated earlier in accordance with the provisions of Section 8 below.

3. Fees

HOSPITAL shall reimburse the EMS Agency for functions related to its designation as a STEMI Receiving Center. The annual HOSPITAL fee is \$15,000. The EMS Agency shall submit an invoice to HOSPITAL by July 31st of each fiscal year; fee is payable within 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 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.

4. Scope of Hospital Services.

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI patient that comes to the emergency department of HOSPITAL, regardless of the STEMI patient's ability to pay physician fees and/or hospital costs. For purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated there under. HOSPITAL acknowledges that the EMS Agency makes no representation, and does not guarantee that STEMI patients will be delivered or diverted to HOSPITAL for care and cannot assure that a minimum number of STEMI patients will be delivered to HOSPITAL during the term of this Agreement.

- b. Any transfer of a STEMI patient by HOSPITAL must be in accordance with EMTALA.
- c. HOSPITAL shall comply with STEMI Receiving Center Standards described in Attachment A, which is attached hereto and is incorporated into this Agreement by reference. HOSPITAL shall monitor compliance with STEMI Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.
- d. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances.
- e. HOSPITAL shall provide all persons, employees, supplies, equipment, and faculties needed to perform the services required under this Agreement.
- f. HOSPITAL shall notify the EMS Agency, in writing, within 24 hours of any failure to meet STEMI Receiving Center Standards, and take corrective action within a reasonable period of time to correct the failure.
- g. HOSPITAL shall immediately notify the EMS Agency of any circumstances that will prevent HOSPITAL from providing STEMI Receiving Center Services.
- h. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any identified failure to meet STEMI Receiving Center Standards, within the timeframes established by the EMS Agency.
- i. HOSPITAL shall actively and cooperatively participate as a member of the STEMI Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency.
- j. HOSPITAL shall maintain and submit STEMI data to the EMS Agency on a regular basis, as requested by the EMS Agency. HOSPITAL shall, at a minimum, collect and maintain the data specified by the EMS Agency.

5. Obligations of the EMS Agency.

- a. The EMS Agency shall meet and consult with HOSPITAL prior to the adoption of any policies or procedures that concern the administration of the STEMI Care System, or the triage, transport, and treatment of STEMI patients.
- b. The EMS Agency will provide prehospital data related to STEMI care.

- c. The EMS Agency will strive to optimize the overall effectiveness of the STEMI Care System and employ continuous quality improvement strategies and collaboration with stakeholders.

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6. Administration.

The EMS Agency Director 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.

7. On-Site Review.

The EMS Agency shall have the right at all times to monitor, assess, or evaluate HOSPITAL's performance as a STEMI 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 STEMI Receiving Center to evaluate the effectiveness of the center in providing care in compliance with the terms and conditions of this Agreement.

8. 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 STEMI patients, causing unnecessary risk of mortality and/or morbidity for the STEMI 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 STEMI Receiving Center Standards;
 - vi. loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement;
 - vii. any failure to comply with a plan of correction imposed by the 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 STEMI patients intended for HOSPITAL; and
 - ix. repeated failure to submit specified reports, STEMI 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 the COUNTY. In addition, the Director of the Department of Health & Human Services, in consultation with Napa County Counsel, shall have the authority to terminate this Agreement on behalf of the COUNTY.

9. Financial Responsibility.

The 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.

10. 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.

11. Ownership of Information.

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

12. 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.

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

14. 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.

15. 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:

- 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 County of Napa, Department of Health & Human Services.

- 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 listed below. Notwithstanding any other provision of this Agreement, HOSPITAL may fulfill such insurance obligations under Section 15 of this Agreement through its alternative risk management programs, including self-insurance, and Napa County consents to such self-insurance and agrees that, in such case, HOSPITAL cannot provide endorsements or report deductibles, or self-insured retentions, or other requirements that are inconsistent with a program of self-insurance.

- 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, Department of Health & Human Services.
- 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, Department of Health & Human Services.
- 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, Department of Health & Human Services.
- 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.

16. 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.

17. Patient Transport.

HOSPITAL acknowledges that the EMS Agency policies and procedures require that STEMI patients be transported to the closest designated STEMI 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 STEMI patients to a facility other than the closest STEMI Receiving Center, except as specifically authorized by the EMS Agency policies or procedures.

18. 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 responsibility of the HOSPITAL and are not the responsibility of the EMS Agency or the COUNTY or any county which has designated the EMS Agency pursuant to Health and Safety Code Section 1797.200.

19. 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.

20. 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.

21. EMS Meetings and Training.

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

22. 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.

23. Confidentiality.

HOSPITAL agrees to maintain the confidentiality all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section shall survive termination of this Agreement.

24. 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.

25. 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, by U.S. Mail or courier service, or as provided in Section 25 to the following representatives at the address cited below:

EMS AGENCY:

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

HOSPITAL:

Neal Greacen, Director of Emergency
Services
Queen of the Valley Medical Center
1000 Trancas Street
Napa, CA 94559

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

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, or (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.

26. 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 EMS Agency shall have so consented.

27. 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.

28. 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.

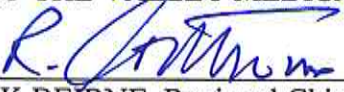
- c. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- d. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties 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 city of Napa, in the County of Napa.
- f. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 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.

Signature Page to Follow:

IN WITNESS WHEREOF the parties have caused their fully authorized representatives to execute this Agreement as of the Effective Date.

HOSPITAL:

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

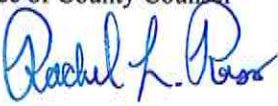
By 
FRANK BEIRNE, Regional Chief Operating Officer

By 
PATTI PILGRIM, Regional Chief Financial Officer

COUNTY:

NAPA COUNTY, a political subdivision of
the State of California,

By _____
ALFREDO PEDROZA, Chair of the Board
of Supervisors
"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u></u></p> <p>Date: <u>June 25, 2021</u></p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>
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ATTACHMENT A
STEMI Receiving Center Standards

Hospital Services: Hospital shall maintain the following:

- a. Licensure under California Health and Safety Code Section 1250 et seq.,
- b. Permit for Basic or Comprehensive Emergency Medical Services pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations,
- c. Cardiac Catheterization Laboratory as a supplemental service pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations,
- d. Intra-aortic balloon pump capability with necessary staffing available,
- e. Priority telephone line to be used by ambulance personnel to contact Hospital regarding patients with STEMIs, and
- f. Cardiovascular surgery availability:
 - 1) California permit for cardiovascular surgery, or
 - 2) A plan for emergency transport to a facility with cardiovascular surgery available that describes steps for timely transfer (within one (1) hour).

Hospital Personnel: Hospital shall provide program oversight staff and shall have available all staff necessary to perform optimal care for patients with STEMIs.

1. SRC Program Medical Director:

- a. Qualifications:
 - i. Board Certified in cardiovascular disease through American Board of Medical Specialties;
 - ii. Board Certified in interventional cardiology (desired), though American Board of Medical Specialties;
 - iii. Credentialed member of medical staff with privileges for primary percutaneous coronary intervention (PCI); and
 - iv. Trained in cardiac radiographic imaging and radiation protection.
- b. Responsibilities:
 - i. Oversight of STEMI program patient care,
 - ii. Coordination of staff and services,
 - iii. Authority and accountability for quality and performance improvement,
 - iv. Participation in protocol development,
 - v. Establishes and monitors quality control, including Mortality and Morbidity, and

- vi. Participation in County STEMI quality improvement (QI) Committee.

2. **SRC Program Manager:**

- a. Qualifications:
 - i. California RN License, and
 - ii. STEMI program experience.
- b. Responsibilities:
 - i. Support SRC Medical Director functions,
 - ii. Act as EMS-STEMI Program Liaison,
 - iii. Assure EMS-Facility STEMI data sharing,
 - iv. Manage EMS-Facility STEMI QI activities, and
 - v. Authority and accountability for (QI) and performance improvement (PI).

3. **Physician Consultants:** Hospital shall maintain a daily on-call roster as follows:

- a. Cardiologist(s) with PCI privileges and evidence of training/experience in PCI including primary PCI.
- b. Cardiovascular Surgeon(s) if cardiovascular surgery is a service provided by Hospital.
- c. Additional personnel: Cardiac catheterization Registered Nursing and special procedures technologists

Performance Standards: Hospital shall strive to meet the following in caring for patients who present to Hospital with identified STEMI:

- 1. Fibrinolysis within thirty (30) minutes of emergency department arrival, if STEMI has been identified.
- 2. "Door-to-balloon" time within ninety (90) minutes of emergency department arrival.

Hospital Policies and Procedures: Hospital shall develop and implement policies and procedures designed to ensure that patients presented to Hospital with possible STEMI receive appropriate care in a timely manner. Such internal policies shall include:

- 1. Definition of patients, including, but not limited to, who receives emergent angiography and who receives emergent fibrinolysis, based on physician's decision of each patient;
- 2. Processes by which fibrinolytic therapy and PCI can be delivered rapidly (including prompt activation of personnel) to meet Performance Standards;
- 3. Written arrangements with a tertiary institution that provides for rapid transfer of patients for any required additional care, including elective or emergency cardiac surgery or PCI, for hospitals without cardiovascular surgery services.

Data Collection and Reporting: Hospital shall:

1. Provide data, with respect to all patients transported to Hospital by ambulance with suspected STEMIs and patients treated for STEMIs at Hospital, from date of patient admission.;
2. Submit quarterly QI Committee Data Reports and annual performance reports to the Administrator of the County's EMS Agency, in the format established by the County's EMS Agency. Said reports shall be submitted within one (1) month of conclusion of calendar quarter or calendar year respectively;
3. Provide data to the National Cardiac Data Registry; and the Mission: Lifeline approved data collection tool, ACTION Registry.
4. Facilitate future data elements related to the STEMI system and implement performance improvement activities.

Quality Improvement:

1. Hospital staff, involved with the STEMI Program, shall participate in the Napa EMS QI Committee as requested.
2. Hospital shall maintain a written internal quality improvement plan for STEMI patients that includes, but is not limited to, the determination and evaluation of:
 - a. Death rate;
 - b. Complications;
 - c. Sentinel events;
 - d. System issues; and
 - e. Organizational issues and resolution processes.
3. Hospital shall support County's EMS Agency QI activities including educational activities for ambulance personnel.