

NAPA COUNTY AGREEMENT FOR SERVICES NO.

This Agreement is made and entered into as of the 1st day of January, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC d/b/a PROVIDENCE QUEEN OF THE VALLEY MEDICAL CENTER**, hereinafter referred to as "HOSPITAL," that maintains an acute care hospital located at 1000 Trancas Street, 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 Health & Human Services Agency, Public Health Division, as the local Emergency Medical Services Agency (EMS Agency) pursuant to Section 1797.200 of the Health and Safety Code; and

WHEREAS, COUNTY, through its EMS Agency, wishes to assure the highest quality of care by directing all Stroke Alert patients to facilities qualified to meet Stroke Receiving Center Standards; and

WHEREAS, COUNTY, through its EMS Agency, has designated HOSPITAL as a Stroke Receiving Hospital pursuant to Section 1798.170 of the Health and Safety Code and the EMS System Plan approved by the California EMS Authority; and

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

WHEREAS, HOSPITAL, by virtue of the parties' execution of this Agreement, will be designated by the EMS Agency as a Stroke 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 hereby expressly agree as follows:

1. Definitions.

For the purposes of this Agreement:

- a. "Stroke Patient" means a person evaluated by prehospital personnel, a physician, nurse, or other clinical personnel that meets stroke criteria according to the policies and procedures established by the EMS Agency.
- b. "Stroke Care System" means an integrated prehospital and hospital program that is intended to direct patients with field identified acute stroke symptoms directly to hospitals with specialized capabilities to promptly treat these patients.
- c. "Stroke Receiving Center Services" means the customary and appropriate hospital and physician services provided by a Stroke Receiving Center to Stroke patients, which, at a minimum, meet Stroke Receiving Center Standards.

- d. "Stroke Receiving Center Standards" means the standards applicable to Stroke Receiving Centers set forth in Exhibit A, attached hereto and incorporated by reference herein, 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 commence on January 1, 2022 and shall expire at 11:59 p.m. on December 31, 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 Stroke Receiving Center. The annual HOSPITAL fee is \$30,000 for a total contract maximum of \$90,000. The EMS Agency shall submit an invoice to HOSPITAL by January 31 of each calendar year during the term of the Agreement. The 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.

HOSPITAL shall comply with Stroke Receiving Center Service Plan, set forth in Exhibit A, which is attached hereto and is incorporated by reference. HOSPITAL shall monitor compliance with Stroke Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.

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 Stroke Receiving Center, or the triage, transport, and treatment of Stroke patients.
- b. The EMS Agency will provide prehospital data related to Stroke care.
- c. The EMS Agency will strive to optimize the overall effectiveness of the Stroke Receiving Center and employ continuous quality improvement strategies and collaboration with stakeholders.

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 Stroke 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, upon reasonable advance notice to HOSPITAL and during normal daytime weekday business hours, 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 Stroke 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 Stroke patients, causing unnecessary risk of mortality and/or morbidity for the Stroke 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 Stroke 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 Stroke patients intended for HOSPITAL; and
 - ix. repeated failure to submit specified reports, Stroke data, or other information required under this Agreement.
 - x. failure of HOSPITAL to maintain certification by the Joint Commission as a Primary Stroke Center through the term of this Agreement constitutes a material breach.
- 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.

9. 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.

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, upon reasonable request, 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 reasonable request, HOSPITAL shall make available any and all such records to copy by 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 and mutually agreed upon from time to time. The timely submission of these reports is a material condition of ongoing Stroke Receiving Center designation, and material or repeated failure to meet specified deadlines may be grounds for suspension or revocation of Stroke 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 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.

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 Stroke patients be transported to the closest designated Stroke 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 Stroke patients to a facility other than the closest Stroke 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 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.

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 COUNTY shall provide to HOSPITAL and 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.

- 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 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 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.

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, or by U.S. Mail or courier service, 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 94559

HOSPITAL:

Director of Emergency Services
Providence Queen of the Valley Medical Center
1000 Trancas Street
Napa, CA 94558

COPY TO:

St. Joseph Health Northern California LLC
1165 Montgomery Drive
Santa Rosa, California, 95405
Attn: 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, (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 COUNTY and 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 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, this Agreement was executed by the parties hereto as of the date first above written.

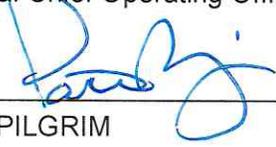
“HOSPITAL”

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

By  2/2/22

FRANK BEIRNE

Regional Chief Operating Officer

By  2-2-22

PATTI PILGRIM

Regional Chief Financial Officer

“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: Rachel L. Ross (e-signature) County Counsel</p> <p>Date: January 28, 2022</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

Stroke Receiving Center Service Plan

1. **Scope of Services.** In consideration of the County's designation of a Hospital as a Stroke Receiving Center (SRC). Hospital shall perform the services identified in this Service Plan without interruption, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, for the full term of this Contract as set forth below:
 - a. Hospital shall provide all services, equipment and personnel including maintenance of adequate staffing levels, equipment, and facilities according to the Stroke Receiving Center Designation criteria set forth in EMS Agency policy;
 - b. Hospital shall accept all County of Napa suspected stroke patients triaged as a "Stroke Alert" and transported to the Hospital. The hospital shall provide appropriate medical management for said patients without regard to the patient's race, color, national origin, religious affiliation, age, sex, or ability to pay.
 - c. Hospital shall maintain certification as a Primary Stroke Center by the Joint Commission through the term of this Agreement.

2. **Hospital Services:** Hospital shall keep in effect the following:
 - a. Licensure under California Health and Safety Code, Section 1250 et seq;
 - b. Priority telephone line, or other means of communication, to be used by prehospital personnel to contact Hospital regarding "Stroke Alert" patients
 - c. Internal protocols in place to assure reliable notification of stroke service staff of "Stroke Alert" and the need for response.
 - d. Neuro-imaging services capability that is available twenty-four (24) hours a day, seven (7) days a week, such that imaging shall be initiated within twenty-five (25) minutes following emergency department arrival.
 - e. Neuro-imaging services shall, at a minimum, include computerized tomography (CT) scanning or magnetic resonance imaging (MRI), as well as interpretation of the imaging within forty-five (45) minutes of emergency department arrival. internal protocols in place to assure reliable notification of prehospital of CT diversion consistent with EMS Agency hospital diversion policy Neurologist accessibility 24/7 in person or via telemedicine
 - f. Neurosurgical consultation and referral
 1. Neurosurgical intervention available within two (2) hours or
 2. A plan for rapid emergency transport (within 2 hours) to a facility with neurosurgical intervention capabilities
 - g. Acute care rehabilitation services.
 - h. Transfer arrangements with one or more higher level of care centers when clinically warranted.

3. **Stroke Receiving Center Program Personnel.** Hospital shall provide program oversight staff and shall have available all staff necessary to perform optimal care for patients with suspected stroke.

SRC Program Medical Director:

1. Qualifications:
 - a) Identified Physician Leader knowledgeable of cerebrovascular disease
 - b) Supportive of Stroke Receiving Center designation
2. Responsibilities:
 - a) Oversight of Stroke program patient care,
 - b) Coordination of staff and services,
 - c) Authority and accountability for quality and performance improvement,
 - d) Participation in protocol development
 - e) Establishes and monitors quality control, including Mortality and Morbidity, and
 - f) Supports SRC Program Coordinator with EMS-Facility Stroke Quality Improvement.

SRC Program Coordinator:

1. Qualifications:
 - a) California RN License, and
 - b) Stroke care/program experience.
2. Responsibilities:
 - a) Supports SRC Medical Director functions;
 - b) Acts as EMS-Stroke Receiving Center Program Liaison;
 - c) Facilitates EMS-Facility Stroke Receiving Center data sharing;
 - d) Manages EMS-Facility Stroke Quality Improvement activities;
 - e) Participation in County of Napa Quality Improvement (QI) Committee; and
 - f) Coordinates/assures Stroke Care training/retraining for stroke services staff.

Physician Consultants: Hospital shall maintain a daily on-call roster of:

1. Neurologist (s) with privileges and evidence of training/experience or Neurologist consultation using telemedicine available within twenty (20) minutes of being deemed necessary.

4. **Performance Standards.** Hospital shall be compliant with performance standards required to qualify and maintain Stroke Receiving Center designation.

Performance standards include the following capabilities:

- a. Adequate staff, equipment and training to perform Emergency Department (ED) rapid evaluation, triage and treatment.
- b. Acute Stroke Team available 24/7, at bedside within 15 minutes.
- c. Standardized stroke care pathway. These written policies and procedures for stroke services are reviewed at least every two (2) years, revised more frequently as needed, and implemented.
- d. Twenty-four/seven (24/7) stroke diagnosis and treatment capacity
- e. Diagnostic Testing Capability: CT/MRI, labs, CTA, MRA 24/7, and cardiac imaging when necessary
- f. Treatment Capabilities: IV thrombolytics, May have the ability to perform neurovascular interventions for aneurysms, stenting of carotid arteries, carotid endarterectomy and endovascular therapy.
- g. Designated Stroke Receiving Centers using telemedicine are to have the ability to provide brain imaging (e.g. CT/MRI) interpretation within forty-five (45) minutes of hospital arrival for those patients who arrive in less than four (4) hours after onset of systems.
- h. Stroke Receiving Centers using telemedicine are to have neurologist accessibility within 20 minutes of it being deemed necessary
- i. Stroke Receiving Center designated hospitals using telemedicine shall have the staff and technical support to assure the technology is available and can be used reliably.
- j. Stroke continuum of inpatient care
- k. Stroke Unit or designated beds for the acute care of stroke patients.
- l. Transfer protocols in place for patient needing care at a Comprehensive Stroke Center.
- m. Quality improvement system supporting patient safety and optimal stroke care.

5. **Community Stroke Reduction Plan**. Hospital shall develop a written plan to reduce stroke through community participation and promotion of education and activities to reduce risks of stroke and heart disease in all patient populations. Community messages should focus on:

- a. Signs and symptoms of Stroke.
- b. Time-sensitive window for EMS response.
- c. Educational materials and campaigns that are culturally sensitive, language appropriate and presented at the literacy level of the intended audience.
- d. Work with the County of Napa Public Information and Education (PIE) Committee to assure messages are coordinated and amplified.

- e. Provide at least two (2) stroke education activities for the public per year

6. **Data Collection and Reporting.**

Hospital shall:

- a. Maintain minimum data reporting elements consistent with Joint Commission Primary Stroke Center Certification data reporting standards;
- b. Measure and report clinical performance measures, consistent with Joint Commission Primary Stroke Center data reporting standards (minimum of 8 core stroke measures);
- c. Respond to EMS Agency requests for data on “Stroke Alert” patients transported to Hospital by ambulance;
- d. Establish and maintain a written agreement with the California Stroke Registry;
- e. Submit data into the California Stroke Registry;
- f. Grant permission to the California Stroke Registry to send data files and reports to the EMS Agency using the California Stroke Registry’s Limited Data Set to fulfill Primary Stroke Center Stroke System reporting requirements;
- g. Participate in the American Heart Association Get With The Guidelines – Stroke program and;
- h. Participate in the implementation of data elements related to future Stroke System performance improvement activities.

7. **Quality Improvement.** The Hospital (PSC) shall maintain internal quality improvement processes and procedures as required by County of Napa EMS Agency and serve on the County of Napa Quality Improvement (QI) Committee. The County of Napa QI Committee provides the medical oversight and guidance for the County of Napa Stroke System. Hospital participation in stroke system QI includes, but is not limited to:

- a. Hospital SRC Medical Director and/or SRC Program Coordinator shall represent the Hospital as members of the County of Napa QI Committee.
- b. Review and analysis of quality improvement reports on pre-hospital and hospital components of the stroke system care.
- c. Collaboration with the EMS Agency to revise and improve the stroke system.
- d. Support for EMS Agency quality improvement activities including educational activities for pre-hospital personnel.

8. **Designated Maintenance.** The Hospital shall be qualified for automatic re-designation as a SRC upon the following conditions:

- a. Verifies designation as a Primary Stroke Center by The Joint Commission;
- b. Meet and maintain SRC designation criteria;
- c. Provide data for stroke system oversight;
- d. Participate in Stroke System QI Committee meetings and activities;

- e. Promote and participation in community stroke awareness and reduction; and
- f. Upon execution of the Contract and every year thereafter, Contractor shall pay County, an amount not to exceed \$30,000, annual maintenance fee, to cover cost of providing oversight activities such as a comprehensive Quality Improvement Program to evaluate program effectiveness.