

EMERGENCY MEDICAL SERVICES BASE HOSPITAL AGREEMENT

This EMERGENCY MEDICAL SERVICES BASE HOSPITAL AGREEMENT (the "**Agreement**") is entered into effective July 1, 2022 (the "**Effective Date**") by and among the County of Mendocino, (the "**County**") and Willits Hospital, Inc., a California nonprofit religious corporation, d.b.a. Adventist Health Howard Memorial; Adventist Health Mendocino Coast, a California nonprofit public benefit corporation; and Ukiah Adventist Hospital, a California nonprofit religious corporation, d.b.a. Adventist Health Ukiah Valley (individually or collectively "**Adventist Health**"). This Agreement may refer to County and Adventist Health individually as a "**Party**" or collectively as the "**Parties**."

WITNESSETH

WHEREAS, County has established an Emergency Medical Services ("**EMS**") system pursuant to Division 2.5 of the California Health and Safety Code and has a designated Local Emergency Medical Services Agency, hereinafter referred to as "**EMS Agency**" or "**LEMSA**", pursuant to Section 1797.200 of the Health and Safety Code; and

WHEREAS, Adventist Health oversees a Base Hospital in Willits, Fort Bragg and Ukiah, California within the County of Mendocino (individually a "**Base Hospital**").

WHEREAS, in the judgment of the EMS Agency, a need exists for Base Hospital to serve the EMS system in the County of Mendocino; and

WHEREAS, Adventist Health desires to act as a Base Hospital in Mendocino County; and

WHEREAS, the EMS Agency and its Medical Director have designated each Base Hospital pursuant to Section 1798.100 of the Health and Safety Code.

NOW THEREFORE, County and Adventist Health agree that Adventist Health shall be a Base Hospital to provide medical control and direction to advanced life support ("**ALS**"), and Basic Life Support ("**BLS**") prehospital EMS units. Adventist Health accepts such engagement pursuant to the Terms and Conditions contained in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	On-Line Medical Director
Exhibit B	Base Hospital Physicians
Exhibit C	Prehospital Liaison Nurse
Exhibit D	Approved Training Program Policies

The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2025 (the "**Term**"), subject to the termination provisions of this Agreement.

The compensation payable to County hereunder shall not exceed \$114,256 during the Term of this Agreement.

IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 02/27/2024

Budgeted: ☒ Yes ☐ No

Budget Unit: 4016

Line Item: 82-5472

Org/Object Code: EM

Grant: ☐ Yes ☒ No

COASTAL VALLEYS EMS Agency

By: [Signature]
Bryan Cleaver, EMS Agency Director

Date: 2/27/24

COUNTY OF MENDOCINO

By: [Signature]
Maureen Mulheren, Chair
BOARD OF SUPERVISORS

Date: 04/23/2024

ATTEST:

Darcie Antle, Clerk of said Board

By: [Signature]
Deputy 04/23/2024

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

Darcie Antle, Clerk of said Board

By: [Signature]
Deputy 04/23/2024

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 02/27/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A. Revenue Agreement

Adventist Health

By: [Signature]
Jeff Mock, Treasurer
Willits Hospital, Inc., d.b.a. Adventist Health
Howard Memorial
Adventist Health Mendocino Coast
Ukiah Adventist Hospital, d.b.a. Adventist Health
Ukiah Valley

Date: 03/29/2024

NAME AND ADDRESS OF Adventist Health:

Willits Hospital, Inc., d.b.a.
Adventist Health Howard Memorial
1 Marcela Drive
Willits, CA 95490

Adventist Health Mendocino Coast
700 River Rd
Fort Bragg, CA 95437

Ukiah Adventist Hospital, d.b.a.
Adventist Health Ukiah Valley
275 Hospital Drive
Ukiah, CA 95482

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
Deputy 02/27/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 02/27/2024

TERMS AND CONDITIONS

The Parties agree to the following Terms and Conditions:

1. Scope of Services

A. General Provisions

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

B. Adventist Health Responsibilities

- 1) Adventist Health shall maintain a basic emergency medical service meeting the requirements established in Title 22 of the California Code of Regulations, including, but not limited to, Sections 70413, 70415, 70417, 70419 or in successor regulations.
- 2) Adventist Health shall be responsible for complying with all applicable requirements of Division 2.5 of the Health and Safety Code and Mendocino County Code Title 9: Health and Sanitation Chapter 9.05, or successor statutes, regulations, and codes.
- 3) Adventist Health shall follow all applicable policies and medical protocols established by EMS Agency pursuant to Health and Safety Code Sections 1797.220 and 1798 or successor statutes. Medical control shall not be provided to other than assigned units or

personnel in the course of normal operations.

- 4) Adventist Health shall staff its emergency department in conformance with the Joint Commission Standard II Accreditation Manual, 1984 or its latest updating.
- 5) Adventist Health shall, subject to the approval of the EMS Medical Director, designate 1 physician to serve as On-Line Medical Director. The On-Line Medical Director shall be certified by the American Board of Emergency Medicine and shall provide the services and functions described in the EMS Agency Policy Manual and Exhibit A, attached herein and incorporated by reference.
- 6) Adventist Health shall maintain a physician to provide medical control and direction to prehospital personnel. Base Adventist Health physicians shall meet the standards described in Exhibit B, attached herein and incorporated herein by reference.
- 7) Adventist Health shall appoint 1 registered nurse as prehospital liaison nurse. The prehospital liaison nurse shall meet the standards and provide the services and functions described in Exhibit C, attached herein and incorporated herein by reference.
- 8) Adventist Health shall train or have trained emergency department physicians to provide on-line medical control and direction, guidance, and assistance to prehospital personnel in accordance with State and local laws and regulations, and EMS policies and procedures.
- 9) Adventist Health shall allow only authorized personnel as described herein to provide on-line medical control and direction.
- 10) Adventist Health shall orient all affected Adventist Health employees, contractors, and agents to the Local EMS system, including all applicable EMS policies and procedures.
- 11) Adventist Health shall direct patient transport based entirely on objective analysis of patient needs and point of entry protocols and shall make no effort to obtain institutional or commercial advantage through use of transport instructions and Adventist Health assignments.
- 12) Adventist Health shall participate in the patient destination review process as set forth by EMS Agency policies and procedures.
- 13) Adventist Health shall actively participate in the Mendocino County Emergency Medical Care Committee.

- 14) Adventist Health shall fully participate and cooperate with any and all applicable local EMS quality assurance/improvement programs as currently exist or as may be adopted pursuant to local EMS policies and procedures.
- 15) Adventist Health shall completely and accurately complete all appropriate forms and records of the advanced life support and emergency ambulance program, cooperate with the EMS Agency in the collection and analysis of patient care and other data necessary to an ongoing evaluation of prehospital care and emergency ambulance operations, and provide records and other necessary information to the EMS Agency Medical Director or designee for assessment of emergency ambulance services.
- 16) Adventist Health, when necessary, shall conduct continuing education sessions, supervise and promptly critique prehospital runs, and/or develop and schedule base Adventist Health training programs in accordance with EMS Agency requirements. EMS Agency agrees to allow Adventist Health's efforts to secure the protections of Evidence Code section 1157 to the information, discussion and records generated by such critique and education sessions.
- 17) Adventist Health shall collaborate with any approved EMS Agency training program, such as but not limited to, the Emergency Medical Technician Training Program and the Paramedic Programs taught at Mendocino College ("**Approved Training Program**"), to execute a contractual agreement to allow student's participating in the Approved Training Program to obtain their clinical experience necessary to fulfill the training program's requirement. Attached as Exhibit D are the requirements required by EMS Agency for training programs to be approved. Adventist Health shall ensure it completes any documentation identified by the Approved Training Program during any student's clinical experience at Adventist Health's facility.
- 18) Adventist Health shall maintain and keep in good repair any and all communications equipment (Med Net UHF Radio) assigned to or operated by Adventist Health, including a direct telephone line to the designated EMS Communication Center. All equipment shall be kept in good repair and/or adequate supply. The equipment shall be tested on a schedule approved by EMS Agency.
- 19) Adventist Health shall record all prehospital communications requiring medical direction from EMS field units in a digital format (wave file). Such recordings shall be maintained for a period of not less than 12 months.

- 20) Adventist Health shall participate in the EMS Agency designated inter-Adventist Health communications system and shall maintain and utilize the system in a manner that assures that information is communicated effectively.
- 21) Adventist Health shall ensure that all affected personnel receive the appropriate training and continued retraining necessary to operate such communications and other required program equipment.
- 22) Adventist Health agrees that the acts and omissions of prehospital and emergency ambulance field personnel that are made directly pursuant to Adventist Health's direction or control shall be the responsibility of Adventist Health.
- 23) Adventist Health shall not use its designation as a base Adventist Health in advertising and public relations materials including, but not limited to, yellow pages and newspaper advertisements. Exceptions may be granted by EMS Agency for public information and education materials which promote the local EMS system.
- 24) It is a requirement of the base hospital to participate in the EMS system and CQI and to ensure clinical experience is available for students participating in an EMS Approved Training Program.

C. Obligations of County

- 1) County's responsibilities under this Agreement shall be carried out by the Office of Emergency Services ("OES"), the Health Officer, the Regional EMS Manager, and the EMS Medical Director.
- 2) EMS Agency shall establish program criteria, operational policies and medical protocols in conformity with applicable Federal, State, and local laws and regulations, and accepted EMS system standards. Such criteria and protocols shall be developed with consultation from the Adventist Health. EMS Agency shall ensure Adventist Health receives all policies and protocols necessary for the fulfillment of this Agreement.
- 3) EMS Agency shall accredit and certify personnel for participation in the EMS system in accordance with State statutes and regulations, and local EMS policies and procedures.
- 4) EMS Agency shall monitor the base Adventist Health medical control program, hereinafter referred to as "**Program**", for adequacy of services and medical quality improvement in cooperation with Adventist Health in an ongoing evaluation of the EMS system.

- 5) EMS Agency shall fully participate and cooperate with any and all Adventist Health quality assurance/improvement programs as currently exist or as may be adopted pursuant to support the base Adventist Health policies and procedures.
- 6) EMS Agency shall notify Adventist Health of any training facilities that have been approved within Adventist Health's service area, based on the requirement outline in Exhibit D.
- 7) EMS Agency shall maintain confidentiality of all patient specific information and quality improvement information and records provided for review and audit purposes to the fullest extent available under the law.
- 8) EMS Agency shall designate a physician to function as the EMS Medical Director.

2. Extra or Changed Work

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Adventist Health to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Adventist Health shall be entitled to no compensation whatsoever for the performance of such work. Adventist Health further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the County.

3. Payment

Adventist Health shall reimburse County for reasonable costs incurred by the LEMSA as a result of designating and regulating Adventist Health as a Base Hospital in accordance with the Emergency Medical County Act, Health and Safety Code Section 1797 et. seq. as set forth below. County shall distribute payment to the LEMSA after receipt of payment from Adventist Health.

For each consecutive year during the term of this Agreement, Adventist Health shall issue payment to County in an amount not to exceed the EMS Agency's reasonable cost of regulating the Base Hospital. The annual fee is inclusive of per call fees.

Adventist Health Howard Memorial

Compensation for each Period ("**AHHM Annual Fee**") defined as follows:

Period	Amount
FY 22/23	Not to Exceed: \$11,668
FY 23/24	Not to Exceed: \$11,901
FY 24/25	Not to Exceed: \$12,139

Adventist Health Ukiah Valley

Compensation for each Period ("**AHUV Annual Fee**") defined as follows:

Period	Amount
FY 22/23	Not to Exceed: \$13,998
FY 23/24	Not to Exceed: \$14,278
FY 24/25	Not to Exceed: \$14,564

Adventist Health Mendocino Coast

Compensation for each Period ("**AHMC Annual Fee**") defined as follows:

Period	Amount
FY 22/23	Not to Exceed: \$11,668
FY 23/24	Not to Exceed: \$11,901
FY 24/25	Not to Exceed: \$12,139

County shall submit an invoice to Adventist Health within 60 days of the execution of this Agreement. The Annual Fee is payable within 30 days of receipt of undisputed invoice. The Annual Fee shall be adjusted annually on July 1st of each Year ("**Adjustment Date**") during the term of this Agreement as follows: on each Adjustment Date, the Annual Fee then in effect shall be increased by a percentage amount equal to the percentage increase in the CPI for the immediately preceding 12-month period up to a maximum of 2% percent per year. For purposes of this Agreement, "**CPI**" shall mean the monthly indices of the Consumer Price Index for All Urban Consumers, U.S. City Average (All items; 1982-84 equals 100) issued by the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency. The Annual Fee shall not be decreased, notwithstanding any decrease in the CPI for the immediately preceding 12-month period. When the new Annual Fee is determined as of any Adjustment Date, County shall give Adventist Health written notice indicating the new Annual Fee and how computed.

4. Term

The term of this Agreement shall be as described on page 1. This Agreement shall expire at 11:59 p.m. on the last day of the Term, unless otherwise terminated in accordance with the provisions of Section 23 below. The Term of this Agreement may be renewed or extended upon the written agreement of the Parties.

5. 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 Adventist Health's services and provide technical guidance as required. Adventist Health's Chief Executive Officer or designee shall administer this Agreement on behalf of the Adventist Health.

6. Prosecution of Work

The execution of this Agreement shall constitute Adventist Health's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Adventist Health's performance of this Agreement shall be extended by a number of days equal to the number of days Adventist Health has been delayed.

7. Assignment and Delegation

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

8. On-Site Review

EMS Agency shall have the right at all times to monitor, assess, or evaluate Adventist Health's performance as a Base Adventist Health. Such monitoring, assessments, or evaluations may include, without limitation, audits and inspections of premises, reports, and records, all to the maximum extent permitted by law.

9. Financial Responsibility

The EMS Agency shall not be liable for any costs or expenses incurred by Adventist Health to satisfy its responsibilities under this Agreement.

10. Maintenance of Records

Adventist Health 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 County for inspection at any reasonable time. Adventist Health shall maintain such records for a period of 7 years following completion of work hereunder.

11. Right to Audit, Inspect, and Copy Records

Adventist Health agrees to permit County 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 Adventist Health 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, Adventist Health shall supply copies of any and all such records to County. Any audits shall be conducted upon reasonable advance written notice and in a manner so as not to interfere with Adventist Health's operations.

12. Data and Reports

- A. Adventist Health shall submit reports as requested by EMS Agency, in a reasonable format to be determined by the Agency. To include, but not limited to, timely completion and submittal of Bed Poll reporting and other reports Agency reasonably deems necessary including patient-outcome data.
- B. Adventist Health shall use its commercially reasonable efforts to ensure constant daily monitoring and necessary data entry/upkeep of the LEMSA approved data system for the tracking of special events and polls, and Bed Poll reporting compliance.

13. Indemnification

To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Adventist Health shall assume the defense of, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with Adventist Health's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of County. "Adventist Health's performance" includes Adventist Health's action or inaction and the action or inaction of Adventist Health's officers, employees, agents and subcontractors.

14. Insurance

- A. With respect to performance of services under this Agreement, Adventist Health shall maintain throughout the term of this Agreement, and shall require its subcontractors, contractors and other agents to maintain, insurance or programs of self-insurance as required below:
- 1) Workers Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. This policy shall not be cancelled or materially changed without first giving 30 days prior written notice to the County of Mendocino, Executive Office.
 - 2) General Liability Insurance. General liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 limit for each occurrence and \$3,000,000 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:
 - (a) The County of Mendocino, its officers and employees, are named as additional insured for all liability arising out of Adventist Health's performance of this Agreement.
 - (b) The insurance provided herein is primary and non-contributory coverage to the County of Mendocino with respect to any insurance or self-insurance programs maintained by the County, but only as respects the acts, errors and omissions of Adventist Health.
 - (c) This policy shall not be cancelled or materially changed without first giving 30 days prior written notice to the County of Mendocino Executive Office.
 - 3) Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. This policy shall not be cancelled or materially changed without first giving 30 days prior written notice to the County of Mendocino Executive Office.
 - 4) Professional Liability Insurance. Professional liability insurance for all activities of Adventist Health arising out of or in connection with this Agreement in an amount no less than \$1,000,000 combined single limit for each occurrence. This policy shall not be cancelled

or materially changed without first giving 30 days prior written notice to the County of Mendocino Executive Office.

- 5) Documentation. The following documentation shall be submitted to the County /EMS Agency:
 - (a) Properly executed Certificates of Insurance clearly evidencing all coverage and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Adventist Health agrees to maintain current Certificates of Insurance evidencing the above-required coverage and limits on file with the County /EMS Agency for the duration of this Agreement.
 - (b) Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Adventist Health agrees to maintain current endorsements evidencing the above-specified requirements on file with the County /EMS Agency for the duration of this Agreement.
 - (c) Upon the County /EMS Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within 30 days of the County /EMS Agency's request.
 - (d) 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 10 days before expiration or other termination of the existing policy.
- 6) Policy Obligations. Adventist Health's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 7) Material Breach. If Adventist Health, 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 Adventist Health's designation and obtain damages from Adventist Health resulting from said breach.

15. Conflict of Interest

Adventist Health 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. Adventist Health further covenants that

in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by the EMS Agency, Adventist Health 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 Adventist Health's or such other person's financial interests.

16. Responsibility for Costs

All costs or expenses incurred by Adventist Health 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 Adventist Health in the absence of this Agreement are the responsibility of the Adventist Health and are not the responsibility of EMS Agency or the County or any other county which has designated EMS Agency pursuant to Health and Safety Code section 1797.200.

17. Compliance

Adventist Health 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 and 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. Adventist Health shall keep in effect any and all licenses, permits, notices, and certificates that are required for its operations.

18. EMS Meetings and Training

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

Adventist Health shall participate in Medical Disaster Preparedness trainings and drills as established by the State, County and/or local EMS Agency.

19. Nondiscrimination

Without limiting any other provision hereunder Adventist Health shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to the unlawful discrimination 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.

20. Confidentiality

The parties understand and agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable Federal and State statutes and regulations and local ordinances and shall not be released to any third party except as required by law. This Section 20 shall survive termination of this Agreement.

21. Notice

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

County /EMS Agency:

Mendocino County Executive Office
501 Low Gap Road, Room 1010
Ukiah, CA 95482

Adventist Health:

Adventist Health Ukiah Valley
Attn: Finance Officer
275 Hospital Drive
Ukiah, CA 95482

Adventist Health Mendocino Coast
Attn: Finance Officer
700 River Road
Fort Bragg, CA 95437

Adventist Health Howard Memorial
Attn: Finance Officer
1 Marcela Drive
Willits, CA 95490

With a copy to:

Adventist Health System/West
Attn: Office of General Counsel
1 Adventist Health Way
Roseville, CA 95661

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.

22. 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 Adventist Health. The parties intend that Adventist Health, 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. Adventist Health is not to be considered an agent or employee of 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 EMS Agency exercises its right to terminate this Agreement pursuant to Section 23 below, Adventist Health expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

23. 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 upon 30 days written notice to Adventist Health. Adventist Health may terminate this Agreement at any time and for any reason by serving written notice upon the other party at least 90 days prior to the effective date of such termination.
- B. Termination for Cause by EMS Agency. EMS Agency may terminate this Agreement upon written notice to Adventist Health, subject to Adventist Health's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 - 1) any material breach of this Agreement by Adventist Health;
 - 2) any violation by Adventist Health of any applicable laws, regulations, or local ordinances;
 - 3) submission by Adventist Health to the EMS Agency reports or information that Adventist Health knows or should know is incorrect in any material respect;
 - 4) loss or suspension of licensure as an acute care Adventist Health, 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 Adventist Health under the terms of this Agreement;
 - 5) any failure to comply with a plan of correction imposed by the EMS Agency;

- 6) repeated failure to submit specified reports, 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 Adventist Health at least 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 7 days if the EMS Agency reasonably determines that Adventist Health's action or inaction has seriously threatened, or will seriously threaten public health and safety. If Adventist Health has not remedied each deficiency prior to the end of the Correction Period to the reasonable 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 Adventist Health, 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 Adventist Health 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, Maintenance of Records; (2) Section 11, Audits and Inspections; (3) Section 20, Confidentiality; (4) Section 13, Indemnification; and (5) Section 27(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 Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

24. Administrative Appeal

If Adventist Health so requests in writing at any time before the effective date of the proposed action, EMS Agency shall afford Adventist Health a hearing before an impartial panel appointed by the EMS Agency Director. The panel shall include three members, all of whom have experience in health care, and at least one of whom is a physician experienced in emergency care. The panel shall hold an informal hearing not more than thirty days after Adventist Health's request. Each party may submit oral or written evidence, but formal rules of evidence shall not apply. Discovery may be permitted by the panel, and shall be limited in scope at the panel's discretion. Not more than thirty days after the conclusion of the hearing, the panel shall evaluate the evidence and make written findings and conclusions. All findings must be supported by the evidence, and the conclusion(s) supported by the findings. Each party shall bear its own costs. The decision of the panel shall be final.

25. Sanctioned Employee

Adventist Health 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. Adventist Health agrees to periodically review said State and Federal lists to confirm the status of current employees, subcontractor and contractors. In the event Adventist Health does employ such individual(s) or entity(s), Adventist Health 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.

26. Miscellaneous Provisions

- A. No Waiver of Breach. The waiver by the EMS Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- B. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Adventist Health 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. Adventist Health 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 Ukiah or the forum nearest to the city of Ukiah, in the County of Mendocino.

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

27. Representations of Contractor

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

EXHIBITS A, B, C, AND D TO FOLLOW

[END OF GENERAL TERMS AND CONDITIONS]

Exhibit A

On-Line Medical Director

1. **APPOINTMENT:** Each Base Hospital shall be subject to the approval of Mendocino County's designated Local Emergency Medical Services Agency's Medical Director, designate an On-Line Medical Director who shall be responsible for Base Hospital operations.
2. **QUALIFICATIONS:** In addition to meeting the requirements for Base Hospital physicians, the On-Line Medical Director shall:
 - A. Be a physician on Adventist Health's Medical Staff and licensed in the State of California;
 - B. Be certified by the American Board of Emergency Medicine;
 - C. Be regularly assigned to Adventist Health's emergency department;
 - D. Have experience and knowledge of Base Hospital radio operations;
 - E. Be familiar with local EMS Agency policies and procedures; and
 - F. Have knowledge of California laws and regulations and Mendocino County ordinances affecting the operation of a Base Hospital and the provision of prehospital care.
3. **RESPONSIBILITIES:** The On-Line Medical Director shall:
 - A. Be responsible for overall medical supervision, direction, and operation of the Base Hospital as it applies to the provisions of this Agreement, including audit of prehospital care patient records and critique with base and/or prehospital care personnel involved;
 - B. Ensure that all emergency department physicians at the Base Hospital who may direct prehospital patient care in the EMS system, are oriented to the local EMS system and are familiar with the scope of practice, role and function of prehospital EMS personnel, including paramedics, first responders and EMT-Defibrillation certified personnel.
 - C. Supervise physicians who may direct prehospital care and ensure they are familiar with EMS Agency policies and procedures;
 - D. Be responsible for reporting known deficiencies in patient care regardless of personnel involved, to the EMS Agency;
 - E. Review all EMS Notification Forms involving the Base Hospital or units under the direction of the Base Hospital;
 - F. Approve all continuing education for prehospital care personnel offered by the Base Hospital consistent with EMS Agency policies and procedures;

- G. Represent the Base Hospital at appropriate Mendocino County and regional EMS meetings; and
- H. Perform an on-going evaluation of certified prehospital care personnel employed by agencies assigned to the Base Hospital; and identify problems and weaknesses, recommend specific remediation as needed.

[END OF EXHIBIT A]

Exhibit B

Base Hospital Physicians

1. Qualifications: Prior to functioning in a Mendocino County Base Hospital, each Base Hospital physician shall meet the following requirements:
 - A. Emergency Medicine Training/Experience:
 - 1) Be certified by the American Board of Emergency Medicine, or
 - 2) Have at least 5,000 hours of experience as a physician in an acute care hospital emergency department in the past seven years, with at least 2,800 hours of experience within a consecutive 24-month period, or
 - 3) Successfully complete a residency program in emergency medicine, approved by the Accreditation Council for Graduate Medical Education.
 - 4) Mendocino County's designated Local Emergency Medical Services Agency's Medical Director may approve physicians who do not meet any of the above alternatives but whose training and experience qualifies them to serve as base hospital physicians.
 - B. Receive an orientation to the Mendocino County and local EMS Agency.
2. On-going Service: Annually, each Base Hospital physician shall:
 - A. Work at least 1,000 hours in the emergency department of a Mendocino County Base Hospital; and
 - B. Attend at least three EMS Agency approved meetings and/or education sessions.

[END OF EXHIBIT B]

Exhibit C

Prehospital Liaison Nurse

The Prehospital Liaison Nurse (“**PLN**”) will possess experience in and knowledge of Base Hospital operations and Local EMS Agency policies and procedures, and who is employed by a Base Hospital for that role. This individual, in conjunction with the On-line Medical Director, is responsible for ensuring appropriate planning, organization, implementation, supervision, and evaluation of prehospital care operations of that Base Hospital (as described in Division 2.5 of the Health and Safety Code), and the assigned field personnel.

Responsibilities of the Prehospital Liaison Nurse include:

1. Manages Base Hospital Operations

- A. Supervises Adventist Health operations with particular regard to the base station in order to best ensure that operations are in accordance with California laws and regulations, and Local EMS Agency policies and procedures.
- B. Ensures that Adventist Health communications reflect the requirements set forth by the Federal Communications Commission and the EMS Agency.
- C. Ensures the maintenance of a medically and legally proper system for documentation, storage and maintenance of prehospital recorded transmissions of field runs and all prehospital care written records, including all ALS prehospital records and recordings, in accordance with California laws and the requirements of EMS Agency policies and procedures.
- D. Works with the designated EMS Agency liaison to identify Base Hospital problems/needs and to develop plans for solutions.
- E. Establishes and implements Base Hospital orientation for emergency department staff and physicians, EMS system prehospital care providers and other appropriate personnel.
- F. Participates in the process of reviewing and revising EMS regional policies and procedures.

2. Clinical Experience. Be a liaison between Adventist Health and any EMS Agency approved training program provider to ensure the availability of clinical experience for student(s) participating in the Approved Training Programs. Ensure completion of any documentation required during Student(s) clinical experience at Adventist Health.

3. Maintains Intra and Inter-Agency Communications:

- A. Maintains communications between Base Hospital administration and the On-line Medical Director.
- B. Coordinates communications between the Base Hospital and the local EMS Agency.
- C. Serves as liaison for the Base Hospital with:
 - 1) Field care provider agencies and personnel;
 - 2) Other base hospitals and receiving hospitals;
 - 3) The EMS Agency;
 - 4) Mendocino County Department of Public Health, Executive Office, or other County departments as requested by County.
- D. Works with EMS provider agencies to identify and resolve problems.
- E. Maintains communication with appropriate agencies regarding Base Hospital radio communications equipment.
- F. Maintains files for continuing education for ED nursing and prehospital care personnel.
- G. Attends and participates in the Mendocino County Emergency Medical Care Committee meetings and other related EMS meetings, local and regional, on a regular basis.

4. Evaluates Field and Base Personnel:

- A. When necessary:
 - 1) Performs routine critiques and evaluations of prehospital care performance through written reviews of audio recordings and written or electronic records.
 - 2) Gives appropriate feedback on performance to prehospital care personnel, which may include problem solving and/or teaching on a regular basis.
- B. Supervises clinical orientation and evaluation of ED nursing and prehospital care personnel.
- C. Reports findings of all evaluations and makes recommendations for remedial training, if necessary, to the On-line Medical Director, EMS Agency liaison, and other appropriate agencies on a monthly basis.

- D. Participates in training and evaluation of prehospital EMS provider agency field preceptors.

5. Assesses and Reports the Effectiveness of Prehospital Care:

- A. Reports at EMS System stakeholder meetings on a regular basis.
- B. Maintains, records and submits data and/or reports related to prehospital care as requested by the Local EMS Agency consistent with LEMSA policy and ad-hoc reports as required.
- C. Participates on EMS Agency ad-hoc committees.
- D. Identifies and reports EMS system problems to the EMS Agency. Lists in the report steps taken to clarify or correct the situation.

6. Accountability:

- A. The Prehospital Liaison Nurse is an employee of a Adventist Health who works in conjunction with the On-line Medical Director. The PLN may not be supervised by any individual who is accredited as a paramedic within the Local EMS Agency. Assignment of an individual by the Adventist Health as PLN is subject to prior review and comment by the EMS Agency.

7. Knowledge:

- A. The PLN should have a good working knowledge of the prehospital care program philosophy, local EMS policies and procedures, Base Hospital operations, and local EMS system, including EMS provider agencies, by demonstrating a good understanding of:
 - 1) State and local laws and regulations effecting prehospital care and the local EMS system.
 - 2) Prehospital personnel, including EMT, AEMT, Paramedic, training programs and course content.
 - 3) Local and regional EMS policies and procedures, and medical protocols.
 - 4) FCC regulations, County and EMS regional communications policies and procedures.
 - 5) State Board of Pharmacy regulations.

- 6) Policies and procedures of the inter-related agencies outside the Base Hospital affecting prehospital care (e.g., law enforcement, fire services, coroner's office, EMS provider agencies, etc.).

8. Qualifications:

- A. The PLN should have the ability to effectively communicate on both a personal and professional level with all of the different agencies and individuals involved in the prehospital care program. The PLN should have the ability to effectively communicate through means of committees, meetings, conferences, letters, verbal and written reports.
- B. Education/Licensure/Certification/Experience:
 - 1) Current licensure as a registered nurse in the State of California.
 - 2) Minimum of two years full-time equivalent experience as an emergency nurse in a Base Hospital.
 - 3) Experience in prehospital care training, management, and/or in EMS administration preferred.

[END OF EXHIBIT C]

Exhibit D

Approved Training Program Policies

Policy No: 2004 Emergency Medical Technician Training Program

<https://www.coastalvalleysems.org/policies-plans/administrative-guidelines.html>

Policy No: 2006 Paramedic Training Program

<https://www.coastalvalleysems.org/policies-plans/administrative-guidelines.html>

[END OF EXHIBIT D]