

EMERGENCY MEDICAL SERVICES BASE HOSPITAL AGREEMENT

This agreement ("Agreement") is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "COUNTY", and two Base Hospitals in Mendocino County overseen by Adventist Health, specifically **Willits Hospital, Inc., a California nonprofit religious corporation, d.b.a. Adventist Health Howard Memorial**, and **Ukiah Adventist Hospital, a California nonprofit religious corporation, d.b.a. Adventist Health Ukiah Valley**. Hereinafter, "HOSPITAL" refers to each of the aforementioned Mendocino County Base Hospitals overseen by Adventist Health.

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, in the judgment of the EMS AGENCY, a need exists for Base Hospitals to serve the EMS system in the County of Mendocino; and

WHEREAS, each HOSPITAL desires to act as a Base Hospital in Mendocino County; and

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

NOW THEREFORE, COUNTY and each HOSPITAL agree that said HOSPITAL shall be a Base Hospital to provide medical control and direction to advanced life support (ALS), and limited advanced life support (LALS) prehospital EMS units. Each HOSPITAL 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 be from July 1, 2019 (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to COUNTY hereunder shall not exceed Seventy-Four Thousand Seventeen Dollars (\$74,017) for the term of this Agreement.

**IN WITNESS WHEREOF
DEPARTMENT FISCAL REVIEW:**

By: Tammy Moss Chandler
Tammy Moss Chandler, HHSA Director

Date: 10/29/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 4016

Line Item: 86-3113

Org/Object Code: EM

Grant: ☐ Yes ☒ No

COASTAL VALLEYS EMS AGENCY

By: Bryan Cleaver
Bryan Cleaver, EMS Agency Director

Date: 10/23/19

COUNTY OF MENDOCINO

By: Carre Brown
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: DEC 17 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Smckey Dunham
Deputy DEC 17 2019

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

CARMEL J. ANGELO, Clerk of said Board

By: Smckey Dunham
Deputy DEC 17 2019

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 11/1/19

CONTRACTOR/COMPANY NAME

By: Jason Wells
Jason Wells, President Ryan Quattlebaum, Finance Officer
Willits Hospital, Inc., d.b.a. Adventist Health
Howard Memorial
Ukiah Adventist Hospital, d.b.a. Adventist
Health Ukiah Valley

Date: 11/5/19

NAME AND ADDRESS OF CONTRACTOR:

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

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:

CHRISTIAN M. CURTIS,
Acting County Counsel

By: Charlotte Scott
Deputy

Date: 10/31/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 11/1/19

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

TERMS AND CONDITIONS

Each Base Hospital, specifically Adventist Health Howard Memorial and Adventist Health Ukiah Valley, hereinafter designated as "HOSPITAL", agrees 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 HOSPITAL by EMS AGENCY for the purposes of medical control pursuant to the provisions of the Health and Safety Code and local EMS policies and procedures.
- 2) Assignment of prehospital EMS provider agencies to HOSPITAL shall be made upon mutual agreement of HOSPITAL, EMS AGENCY, and the prehospital EMS provider agency.
- 3) HOSPITAL may enter into any agreement with an assigned prehospital EMS provider agency for medical control services that they mutually deem necessary. Any such agreements shall be subject to the approval of EMS AGENCY.
- 4) Prehospital EMS provider agencies participating in the local EMS system shall be responsible to COUNTY and EMS AGENCY under the applicable provisions of the Health and Safety Code, 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. HOSPITAL Responsibilities

- 1) HOSPITAL 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) HOSPITAL 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) HOSPITAL 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) HOSPITAL shall staff its emergency department in conformance with the Joint Commission Standard II Accreditation Manual, 1984 or its latest updating.
- 5) HOSPITAL shall, subject to the approval of the EMS Medical Director, designate one (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) HOSPITAL shall maintain a physician to provide medical control and direction to prehospital personnel. Base HOSPITAL physicians shall meet the standards described in Exhibit B, attached herein and incorporated herein by reference.
- 7) HOSPITAL shall appoint one (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) HOSPITAL 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) HOSPITAL shall allow only authorized personnel as described herein to provide on-line medical control and direction.
- 10) HOSPITAL shall orient all affected HOSPITAL employees, contractors, and agents to the Local EMS system, including all applicable EMS policies and procedures.
- 11) HOSPITAL 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 HOSPITAL assignments.
- 12) HOSPITAL shall participate in the patient destination review process as set forth by EMS AGENCY policies and procedures.

- 13) HOSPITAL shall actively participate in the Mendocino County Emergency Medical Care Committee.
- 14) HOSPITAL 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) HOSPITAL 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) HOSPITAL, when necessary shall conduct continuing education sessions, supervise and, promptly critique prehospital runs, and/or develop and schedule base HOSPITAL training programs in accordance with EMS AGENCY requirements. EMS AGENCY agrees to allow HOSPITAL'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) HOSPITAL 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. HOSPITAL shall ensure it completes any documentation identified by the Approved Training Program during any student's clinical experience at HOSPITAL's facility.
- 18) HOSPITAL shall maintain and keep in good repair any and all communications equipment (Med Net UHF Radio) assigned to or operated by HOSPITAL, 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) HOSPITAL 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

twelve (12) months.

- 20) HOSPITAL shall participate in the EMS Agency designated inter-HOSPITAL communications system and shall maintain and utilize the system in a manner that assures that information is communicated effectively.
- 21) HOSPITAL shall ensure that all affected personnel receive the appropriate training and continued retraining necessary to operate such communications and other required program equipment.
- 22) HOSPITAL agrees that the acts and omissions of prehospital and emergency ambulance field personnel that are made directly pursuant to HOSPITAL'S direction or control shall be the responsibility of HOSPITAL.
- 23) HOSPITAL shall not use its designation as a base HOSPITAL 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 Director of Health & Human Services Agency, 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 HOSPITAL. EMS AGENCY shall ensure HOSPITAL receives all policies and protocols necessary for the fulfilment 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 HOSPITAL medical control program, hereinafter referred to as "program", for adequacy of services and medical quality improvement in cooperation with HOSPITAL in an ongoing evaluation of the EMS system.

- 5) EMS AGENCY shall fully participate and cooperate with any and all HOSPITAL quality assurance/improvement programs as currently exist or as may be adopted pursuant to support the base HOSPITAL policies and procedures.
- 6) EMS Agency shall notify HOSPITAL of any training facilities that have been approved within HOSPITAL'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 HOSPITAL 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 HOSPITAL shall be entitled to no compensation whatsoever for the performance of such work. HOSPITAL further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

3. Payment

HOSPITAL shall reimburse COUNTY for reasonable costs incurred by the LEMSA as a result of designating and regulating HOSPITAL as a Base Hospital in accordance with the Emergency Medical Services 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 HOSPITAL.

For each consecutive year during the term of this Agreement, HOSPITAL 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

Period	Amount Due
FY 19/20	Ten Thousand Nine Hundred Ninety-Four Dollars (\$10,994) ("Annual Fee")
FY 20/21	Not to Exceed: Eleven Thousand Two Hundred Fourteen Dollars (\$11,214) ("Annual Fee")
FY 21/22	Not to Exceed: Eleven Thousand Four Hundred Thirty-Nine Dollars (\$11,439) ("Annual Fee")

Adventist Health Ukiah Valley

Period	Amount Due
FY 19/20	Thirteen Thousand One Hundred Ninety-One Dollars (\$13,191) ("Annual Fee")
FY 20/21	Not to Exceed: Thirteen Thousand Four Hundred Fifty-Five Dollars (\$13,455) ("Annual Fee")
FY 21/22	Not to Exceed: Thirteen Thousand Seven Hundred Twenty-Four Dollars (\$13,724) ("Annual Fee")

COUNTY shall submit an invoice to HOSPITAL within sixty (60) days of the execution of this Agreement. The Annual Fee is payable within thirty (30) days of receipt of undisputed invoice. Annual Fee shall be adjusted on each anniversary of the Fiscal Year as identified in Section 4 ("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 twelve (12) month period up to a maximum of two (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 twelve (12) month period. When the new Annual Fee is determined as of any Adjustment Date, County shall give HOSPITAL written notice indicating the new Annual Fee and how computed.

4. Term of Agreement

The term of this Agreement shall be July 1, 2019 to June 30, 2022. It will cover the following three fiscal years: 2019/2020, 2020/2021, 2021/2022. Each fiscal year is recognized as commencing the first of July and ending on the thirtieth of June. This Agreement shall expire at 11:59 p.m. on June 30, 2022, unless

otherwise terminated in accordance with the provisions of Section 23 below. The Agreement will continue on an annual basis until revised and or terminated by both 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 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.

6. Prosecution of Work

The execution of this Agreement shall constitute HOSPITAL'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 HOSPITAL's performance of this Agreement shall be extended by a number of days equal to the number of days HOSPITAL 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 HOSPITAL's performance as a Base HOSPITAL. 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 HOSPITAL to satisfy its responsibilities under this Agreement.

10. Maintenance of Records

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 County for inspection at any reasonable time. HOSPITAL shall maintain such records for a period of seven (7) years following completion of work hereunder.

11. Right to Audit, Inspect, and Copy Records

HOSPITAL 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 HOSPITAL under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, accessibility and appropriateness of services, and ensuring fiscal accountability. Upon request, HOSPITAL shall supply copies of any and all such records to County. Any audits shall be conducted upon reasonable advance written notice and in a manner so as not to interfere with HOSPITAL's operations.

12. Data and Reports

A. HOSPITAL shall submit reports as requested by EMS Agency, in a reasonable format to be determined by the Agency from time to time. To include, but not limited to, timely completion and submittal of Bed Poll reporting and other reports Agency reasonably deems necessary.

B. HOSPITAL 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), HOSPITAL 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 the HOSPITAL'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "HOSPITAL'S performance" includes HOSPITAL'S action or inaction and the action or inaction of HOSPITAL'S officers, employees, agents and subcontractors.

14. Insurance

A. 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 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 thirty (30) days prior written notice to

the County of Mendocino, Public Health, Health and Human Services Agency.

- 2) General Liability Insurance. General liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) limit for each occurrence and Three Million Dollars (\$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 HOSPITAL'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 HOSPITAL.
 - (c) This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Mendocino, Public Health, Health and Human Services Agency.
- 3) 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. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Mendocino, Public Health Branch, Health and Human Services Agency.
- 4) 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 One Million Dollars (\$1,000,000) combined single limit for each occurrence. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Mendocino, Public Health Branch, Health and Human Services Agency.
- 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. HOSPITAL 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. HOSPITAL 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 thirty (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 ten (10) days before expiration or other termination of the existing policy.
- 6) Policy Obligations. HOSPITAL's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 7) 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.

15. 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. In addition, if requested to do so by the EMS Agency, 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.

16. Responsibility for Costs

All costs or expenses incurred by HOSPITAL by reason of this Agreement with respect to the acquisition of equipment or personnel or with respect to the provisions of patient care, services, including emergency patient care services of all types and description provided to patients who would not have been treated by HOSPITAL in the absence of this Agreement are the responsibility of the HOSPITAL 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

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

18. EMS Meetings and Training

HOSPITAL's staff will participate in the continuing development of the EMS system 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.

HOSPITAL 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 HOSPITAL 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:
Health and Human Services Agency
HHS Director
P.O. Box 1060
Ukiah, CA 95482

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

With a copy to:
Adventist Health Howard Memorial
Attn: Finance Officer
1 Marcela Drive
Willits, CA 95490

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 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 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, HOSPITAL 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 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 by EMS Agency. EMS Agency 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:
 - 1) any material breach of this Agreement by HOSPITAL;
 - 2) any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 - 3) submission by HOSPITAL to the EMS Agency reports or information that HOSPITAL knows or should know is incorrect in any material respect;
 - 4) 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;
 - 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 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 reasonably 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 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 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, 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 HOSPITAL so requests in writing at any time before the effective date of the proposed action, EMS Agency shall afford HOSPITAL 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 HOSPITAL'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

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.

26. Miscellaneous Provisions

- A. No Waiver of Breach. The waiver by the EMS Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- B. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. HOSPITAL and the EMS Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. HOSPITAL and the EMS Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- C. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- D. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- E. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in 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, 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 the HOSPITAL staff, licensed in the State of California;
 - B. Be certified by the American Board of Emergency Medicine;
 - C. Be regularly assigned to the 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 the Base HOSPITAL 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 HOSPITAL wherein the base HOSPITAL is located, and 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 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 HOSPITAL 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 field-HOSPITAL 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 HOSPITAL 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 HOSPITAL.

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) Public Health Services, Mendocino County Health and Human Services Agency.
- 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 base HOSPITAL 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 base HOSPITAL 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]