

**RECIPROCAL TRANSFER AGREEMENT
BY AND BETWEEN
ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC
AND
COUNTY OF HUMBOLDT
FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

This Reciprocal Transfer Agreement (“Agreement”), entered into this _____ day of _____, 2019, by and between St. Joseph Health Northern California, LLC, doing business as Redwood Memorial Hospital of Fortuna and St. Joseph Hospital of Eureka, a California limited liability company, hereinafter referred to as “HOSPITAL,” and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” who may be referred to individually as “Party” and collectively as “Parties,” is made upon the following considerations:

WHEREAS, HOSPITAL operates a general acute care health facility accredited by HOSPITAL’s accreditation agency and licensed by the California Department of Public Health; and

WHEREAS, COUNTY, by and through its department of Health and Human Services – Mental Health (“DHHS – Mental Health”), operates a Psychiatric Health Facility, Sempervirens, licensed by the California Department of Health Care Services; and

WHEREAS, HOSPITAL and COUNTY desire to enter into a reciprocal transfer agreement which sets forth each Party’s rights and responsibilities regarding the transfer of patients between the respective institutions in order to ensure the proper treatment of patients.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS:

- 1.1 Emergency Medical Condition.** As used herein, the term “Emergency Medical Condition” refers to a medical condition manifesting itself through acute symptoms, including, without limitation, severe pain, psychiatric disturbances and/or symptoms of substance abuse, of sufficient severity that the absence of immediate medical attention could reasonably be expected to result in placing the health of the individual or, with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy or serious impairment to any bodily organ, part or function.
- 1.2 Transferring Facility.** As used herein, the term “Transferring Facility” refers to the facility that is transferring a patient pursuant to the terms and conditions of this Agreement.
- 1.3 Receiving Facility.** As used herein, the term “Receiving Facility” refers to the facility that is receiving a patient pursuant to the terms and conditions of this Agreement.
- 1.4 Capability.** As used herein, the term “Capability” refers to the physical space, equipment, supplies and specialized services that the facility provides and the level of care that the facility’s personnel can provide within the training and scope of their professional licenses.
- 1.5 Capacity.** As used herein, the term “Capacity” refers to the ability of the facility to accommodate the individual requesting examination or treatment of the transferred individual, including, without limitation, the number and availability of qualified staff, beds and equipment

at the facility's disposal as well as the facility's past practices of accommodating additional patients in excess of its occupancy limits.

2. **TRANSFER OF PATIENTS TO RECEIVING FACILITY:**

- 2.1 **Decision to Transfer Patients.** A physician, or other appropriate personnel, at the Transferring Facility shall determine and document that the patient is appropriate for transfer in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- 2.2 **Notification and Confirmation of Transfer.** A physician, or other appropriate personnel, at the Transferring Facility shall telephonically notify a physician, or other appropriate personnel, at the Receiving Facility and obtain consent to transfer and confirmation that the patient meets the Receiving Facility's admissions criteria relating to appropriate bed, personnel and equipment, and that the Receiving Facility has the Capability to treat the patient.
- 2.3 **Transportation of Transferred Patients.** The Transferring Facility shall arrange and coordinate the method of transportation of the patient to the Receiving Facility and shall assume responsibility for the patient's care and safety during transport. A physician, or other appropriate personnel, at the Transferring Facility shall, given the patient's condition, designate the appropriate level of care, including qualified personnel and appropriate equipment, needed to accompany the patient during transfer. The Receiving Facility shall not be responsible for the patient until arrival at the Receiving Facility.
- 2.4 **Exchange of Information Related to the Transfer of Patients.** A physician, or other appropriate personnel, at the Transferring Facility shall provide the Receiving Facility with any and all information concerning the patient which is required to ensure continuity of care, including, without limitation, a transfer summary, copies of appropriate portions of the patient's medical record that relate to the condition for which the patient is being transferred, including any and all requested diagnostic films, including paper and/or electronic copies of actual Magnetic Resonance Imaging or Computed Tomography results, observations of signs and symptoms, preliminary diagnostic, diagnostic and other test results, historical treatment information, any and all documents pertaining to the patient's informed consent to the tests, procedures or care to be provided by the Receiving Facility, insurance information and insurance authorization and any other information which is appropriate or required by any and all applicable local, state or federal laws, regulations, policies, procedures, standards or guidelines. Any and all medical records provided to the Receiving Facility by the Transferring Facility pursuant to the terms and conditions of this Agreement shall remain the property of the Transferring Facility.
- 2.5 **Protection of Transferred Patients' Rights and Belongings.** A physician, or other appropriate personnel, at the Transferring Facility shall notify the patient, or the patient's legal representative, of the transfer, obtain the patient's informed consent for performance of the specific tests, procedures or care that will be provided by the Receiving facility and provide any additional information required by any and all applicable local, state or federal laws, regulations, policies, procedures or standards. Where reasonable efforts have been made to locate a representative of the patient, and notification of the patient is not possible due to the patient's physical or mental condition, notification shall not be required where the patient is unaccompanied. Written acknowledgment of notification and informed consent shall be appropriately documented and obtained in writing in accordance with any and all applicable local, state and federal laws, regulations policies, procedures or standards. Personnel at the Transferring Facility shall be responsible for assuring that the patient is accompanied by any

personal effects which the patient brought to the Transferring Facility, or shall otherwise make appropriate disposition of the patient's personal effects to the patient's legal representative or family.

2.6 Evaluation of Transferred Patients. The Transferring Facility shall ensure that a physician, or other appropriate personnel, examines and evaluates any patient who enters the Transferring Facility's emergency department. The Transferring Facility shall ensure that a physician, or other appropriate personnel, has evaluated through a nursing health screen, as allowed by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, the patient's condition and need for transfer. The Transferring Facility shall ensure that the patient is appropriately prepared for transfer by making an entry in the patient's medical record certifying that the patient is either:

2.6.1 Medically stable and able to transfer to the Receiving Facility at that time and can be expected to avoid placing the patient's health in serious jeopardy or resulting in serious impairment or dysfunction of any bodily organ or part;

2.6.2 Not in active labor, meaning delivery is not imminent and there is adequate time to effect safe transfer to the Receiving Facility prior to delivery without posing a threat to the health and safety of either the patient or the unborn child; or

2.6.3 In need of immediate transfer despite the patient's medical condition and that for the reasons listed in the medical record, the medical benefits reasonably expected from the provision of emergency treatment at the Receiving Facility outweigh the increased risk to the patient's medical condition involved in the transfer.

2.7 Acceptance and Treatment of Transferred Patients. The Receiving Facility agrees to accept, provide the specific tests, procedures and/or care which necessitated the transfer and return to the Transferring facility, if appropriate, in accordance with the terms and conditions of this Agreement, each patient for whom a physician, or other appropriate personnel, at the Receiving Facility has consented to, and confirmed acceptance of, transfer. A physician, or other appropriate personnel, at the Receiving Facility shall obtain the transferred patient's informed consent for the specific tests, procedures or care to be provided by the Receiving Facility in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.

2.8 Retention of Professional Responsibility for Transferred Patients. The Parties hereto each understand and agree that the Transferring Facility and its staff shall retain professional and administrative responsibility for professional services rendered to its patients in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation Section 70713 of Title 22 of the California Code of Regulations ("CCR"). Any and all professional services required hereunder shall be provided by the Receiving Facility in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the federal Emergency Medical Treatment and Active Labor Act, HOSPITAL's Medical Staff Bylaws, HOSPITAL's Medical Staff Rules and Regulations, HOSPITAL's policies, procedures, values and standards, the standards and requirements of HOSPITAL's accreditation agency and the Ethical and Religious Directives for Catholic Health Facilities. This provision is intended to fulfill the requirements of HOSPITAL's accreditation agency, as well as any and all applicable local, state and federal laws and regulations, and is not intended, and shall not be construed, to modify the indemnification requirements set forth herein or the independent contractor relationship between the Parties hereto.

2.9 **Effect of Agreement.** Nothing in this Agreement shall be construed to require the referral of a patient by or to either Party, or as limiting the rights of either Party to contract with any other facility on a limited or general basis.

3. **RETURN OF PATIENTS TO TRANSFERRING FACILITY:**

3.1 **Acceptance of Returning Patients.** In the event that a patient is transferred to the Receiving Facility for the purposes of providing a patient with specific tests or procedures and is expected to return to the Transferring Facility, the Transferring Facility shall accept the return of the patient back from the Receiving Facility for the patient's continued care, including, without limitation, acute, skilled or custodial care, once the Receiving Facility has determined, in its absolute and sole discretion, that the transferred patient has been stabilized, does not have an emergent medical condition, as defined in Section 1395dd of Title 42 of the United States Code, and no longer requires the level of care and specialized capabilities or facilities provided by the Receiving Facility which necessitated the original transfer. If the transferred patient is subsequently admitted to the Receiving Facility for further treatment, the patient will need to be reassessed by a physician, or other appropriate personnel, at the Receiving Facility to determine if they continue to meet the applicable necessity criteria for inpatient treatment, as defined by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, 9 CCR Section 1820.205(a).

3.2 **Decision to Return Transferred Patients.** Before returning the patient to the Transferring Facility, a physician, or other appropriate personnel, at the Receiving Facility shall determine and document that the patient is appropriate for return in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards. In the event that the patient is not appropriate for transfer, the Receiving Facility agrees to arrange for appropriate care for the patient until such time as the patient can return to the Transferring Facility.

3.3 **Notification and Confirmation of Return.** A physician, or other appropriate personnel, at the Receiving Facility shall telephonically notify a physician, or other appropriate personnel, at the Transferring Facility that the patient is appropriate for return to the Transferring Facility, and receive confirmation that the Transferring Facility will have the Capacity to treat the patient upon their return to the Transferring Facility.

3.4 **Transportation of Returning Patients.** The Receiving Facility shall be responsible for arranging and coordinating the method of transportation of the returning patient to the Transferring Facility.

3.5 **Exchange of Information Related to the Return of Transferred Patients.** When the patient is returned to the Transferring Facility, a physician, and/or other appropriate personnel, at the Receiving Facility shall assure that all appropriate medical records and other information necessary to ensure continuity of care of the patient is provided to the Transferring Facility. Any and all medical records provided to the Transferring Facility by the Receiving Facility pursuant to the terms and conditions of this Agreement shall remain the property of the Receiving Facility.

4.0 **TERM:**

This Agreement shall begin upon execution by both parties and shall continue in full force and effect until June 30, 2022, unless sooner terminated as provided for herein.

5.0 **TERMINATION:**

5.1 Termination for Cause. Either Party may immediately terminate this Agreement, in the event the other Party fails, or determines that it is no longer able or willing, to perform any of its obligations hereunder within the time limits specified herein, violates any local, state or federal laws, regulations, policies, procedures or standards applicable to its performance hereunder or otherwise fails to comply with the terms and conditions set forth herein, and such material breach continues un-remedied for a period of ten (10) days after receipt of written notice thereof. Both Parties acknowledge and understand that the right to cure any material breach of this Agreement shall not be applicable to a series of the same, similar or related breaches.

5.2 Termination Without Cause. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Such notice shall state the effective date of the termination of this Agreement.

5.3 Termination Due to Insolvency. Either Party may immediately terminate this Agreement for cause, if the other Party files for bankruptcy, is adjudicated bankrupt, becomes insolvent, suspends its business, assigns a substantial portion of its property for the benefit of creditors or has a receiver appointed to take charge of a substantial part of such Party's assets or business.

5.4 Termination Due to Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funding. Pursuant to Section 18 of Article XVI of the California Constitution, COUNTY may terminate this Agreement in any fiscal year in which it is determined there is insufficient funding to continue its performance hereunder. COUNTY shall provide HOSPITAL with thirty (30) days advance written notice of its intent to terminate this Agreement due insufficient funding.

6.0 COMPENSATION:

Each party hereto shall bill, in accordance with their usual and customary practices, those financially responsible for the care rendered to the patient by their respective facility. COUNTY acknowledges and agrees to assume full financial responsibility for all care provided by HOSPITAL at a rate no less than Three Thousand Dollars (\$3,000.00) per day for any uninsured transferred patient no longer requiring the specialized capabilities or facilities provided by HOSPITAL, which necessitated the original patient transfer, and COUNTY refuses to take the patient back when requested by HOSPITAL to do so if COUNTY determines that the patient continues to meet medical necessity for an acute psychiatric hospitalization. Further, COUNTY shall assume full financial responsibility for the cost of transferring or transporting any patient to or from HOSPITAL. Under no circumstance shall HOSPITAL assume any financial responsibilities associated with the transferring or transporting of any patient to or from HOSPITAL. Except as otherwise specified herein, neither Party shall be liable for the other Party's charges.

7.0 NOTICES:

Whenever under the terms of this Agreement notice is required or permitted to be given by one (1) Party to the other Party, such notice shall be deemed effective: on the date personally served by hand; three (3) business days after being sent by the United States Postal Service's Registered or Certified mail, postage prepaid and return receipt requested; on the date transmitted electronically either by facsimile ("Fax") or electronic mail ("E-mail") with an attached Portable Document Format ("PDF") file and proof of delivery; or one (1) business day after it is sent by a reputable overnight carrier with postage prepaid and properly addressed to the following addresses or at such other addresses as may be later designated by the Party by a written notice thereof to the other Party:

HOSPITAL: St. Joseph Health Northern California, LLC

Attention: Regional Contracting Department
1165 Montgomery Drive
Santa Rosa, California 95405
Fax: 707-540-7000
E-mail: contracts@stjoe.org

WITH A COPY TO:

Redwood Memorial Hospital of Fortuna
c/o St. Joseph Hospital of Eureka
Attention: Case Management Department
2700 Dolbeer Street
Eureka, California 95501
Fax: 707-725-7228
E-mail: tammy.logan@stjoe.org

OR

St. Joseph Hospital of Eureka
Attention: Case Management Department
2700 Dolbeer Street
Eureka, California 95501
Fax: 707-269-3713
E-mail: tammy.logan@stjoe.org

COUNTY: Humboldt County DHHS – Mental Health
Attention: Emi Botzler-Rodgers, Mental Health Director
720 Wood Street
Eureka, California 95501
Fax: 707-476-4073
E-mail: ebotzler-Rodgers@co.humboldt.ca.us

8.0 REPORTS:

Each Party agrees to provide the other Party with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Each Party shall submit one (1) hard copy and one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be prepared and submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

9.0 RECORD RETENTION AND INSPECTION:

9.1 Maintenance and Preservation of Records. Each Party agrees to timely prepare accurate and complete financial and performance records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of three (3) years after the expiration or termination of this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom.

9.2 Inspection of Records. Each Party agrees to make all records, documents, conditions and

activities related to its performance hereunder available during normal business hours to inspection, audit and reproduction by the other Party and any other duly authorized local, state and/or federal agencies in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, California Government Code Section 8546.7, for a period of three (3) years after the expiration or termination of this Agreement. Each Party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by the other Party and any other duly authorized local, state and/or federal agencies for a period of three (3) years after the expiration or termination of this Agreement. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- 9.3 Audit Costs.** In the event of an audit exception or exceptions related to either Party's performance hereunder, the Party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit.

10.0 CONFIDENTIAL INFORMATION:

- 10.1 Disclosure of Confidential Information.** In the performance of this Agreement, each Party may receive information that is confidential under local, state or federal law. Each Party hereby agrees to protect all confidential information in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("CFR") Parts 160 and 164, the Federal Security Standards contained in 45 CFR Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 CFR Parts 160 and 162, all as may be amended from time to time.

- 10.2 Continuing Compliance with Confidentiality Laws.** The Parties acknowledge that local, state and federal laws, regulations, policies, procedures and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each Party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations, policies, procedures or standards.

11.0 NON-DISCRIMINATION COMPLIANCE:

- 11.1 Professional Services and Employment.** In connection with the execution of this Agreement, neither Party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry;

marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by local, state or federal laws, regulations, or standards. Nothing herein shall be construed to require the employment of unqualified persons.

11.2 Compliance with Anti-Discrimination Laws. Each Party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 CFR Part 60; and any other applicable local, state and/or federal laws, regulations, policies, procedures and standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 2 CCR Sections 8101, et seq. are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12.0 NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, HOSPITAL certifies that it is not a Nuclear Weapons Contractor, in that HOSPITAL is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. HOSPITAL agrees to notify County immediately if it becomes a Nuclear Weapons Contractor as defined above. County may immediately terminate this Agreement if it determines that the foregoing certification is false or if HOSPITAL subsequently becomes a Nuclear Weapons Contractor.

13.0 INDEMNIFICATION:

13.1 Mutual Indemnity. Each Party hereto agrees to hold harmless, defend and indemnify the other Party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind, including, without limitation, reasonable attorneys' fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

13.2 Comparative Liability. Notwithstanding anything to the contrary, in the event that both Parties are held to be negligently or willfully responsible, each Party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each Party will bear their own costs and attorney's fees.

13.3 Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve either Party from liability under this provision. This provision shall apply to all claims for damages related to either Party's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

14.0 INSURANCE REQUIREMENTS:

Without limiting the Parties' indemnification obligations provided for herein, each Party shall maintain in full force and effect, at its own expense, professional liability insurance at a minimum of Five Million Dollars (\$5,000,000.00) per occurrence and comprehensive general liability insurance at a minimum of Five Million Dollars (\$5,000,000.00) per occurrence. If Excess or Umbrella Liability Insurance, over the primary, is used to meet limit requirements set forth herein, such policies shall follow form and provide coverage at least as broad as specified in the underlying primary policy form. The excess or umbrella policy shall contain a clause stating that it takes effect and thereby drops down in the event the primary policy limits are impaired or exhausted. In the event any coverage required hereunder is through a "claims made" policy and is either canceled, non-renewed, or should a Party replace and bind coverage with a different carrier for any reason, the affected Party shall, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers or "nose" insurance from the subsequent carriers. In order to satisfy the insurance requirements set forth herein, the "tail" insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the Agreement between the Parties for a period of three (3) years. In order to satisfy the requirements pertaining to "nose" insurance, the retroactive effective date for such insurance must be at least the first (1st) date of the term of this Agreement. The Parties shall furnish each other evidence of such insurance within thirty (30) days following execution of this Agreement and thereafter on or before the renewal date of each such policy of insurance. Each of these policies of insurance shall not be canceled until at least thirty (30) days prior written notice has been given to the other Party.

15.0 RELATIONSHIP OF PARTIES:

It is mutually understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both Parties further agree that neither Party shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. Each Party shall be solely responsible for its own acts, omissions, debts and obligations and shall not be responsible for the acts, omissions, debts or obligations of the other Party.

16.0 COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND REQUIREMENTS:

16.1 General Legal Requirements. Each Party hereto agrees to comply with all local, state and federal laws, regulations, policies, procedures and/or standards applicable to its performance hereunder.

16.2 Licensure Requirements. Each Party hereto agrees to comply with all local, state and federal licensure, certification and accreditation standards applicable to its performance hereunder.

16.3 Corporate Responsibility Program. Each Party hereby acknowledges and agrees to abide by HOSPITAL's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to view and download as a PDF file at: <http://www.sjhmg.org/documents/CorporateResponsibility-Handbook.pdf>. The CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims, including, but not limited to, the applicable provisions of the Deficit Reduction Act, excess private benefit and inappropriate referrals. Failure to abide by the CRP compliance requirements shall give either Party the right to terminate this Agreement immediately at its sole discretion.

16.4 Notification of Regulatory Noncompliance. HOSPITAL hereby agrees, that it shall promptly

report any regulatory compliance concerns to COUNTY by contacting an appropriate staff member thereof by phone (707-445-7715). COUNTY hereby agrees, that it shall promptly report any regulatory compliance concerns to HOSPITAL, either through HOSPITAL's Corporate Responsibility Hotline (866-913-0275), or HOSPITAL's confidential program website: <https://www.integrity-helpline.com/st/st.joseph.health.system.jsp>. Each Party further represents and warrants that individuals providing services hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of such Party shall be promptly reported to the other Party as set forth herein. Failure to abide by the notification requirements set forth herein shall give either Party the right to terminate this Agreement immediately at its sole discretion.

17.0 PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the Parties agree to amend the pertinent section to make such insertion or correction.

18.0 REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard referred to in this Agreement is amended during the term hereof, the Parties agree to comply with the amended provision as of the effective date thereof.

19.0 SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is deemed invalid or unenforceable by any court of appropriate jurisdiction, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20.0 ASSIGNMENT:

Neither Party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other Party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either Party to obtain supplies, technical support or professional services.

21.0 AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the Parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22.0 WAIVER OF DEFAULT:

No assent or waiver, either express or implied, of any breach of any term, condition or requirement of this Agreement by either Party shall be deemed to be taken to be a waiver of such breach in the future, or of the breach of any other term, condition or requirement of this Agreement. Furthermore, a failure to insist upon performance of the terms and conditions of this Agreement or failure to exercise any right or privilege herein, shall not be construed as a waiver of any terms, conditions or requirements of this Agreement.

23.0 NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either Party shall be personally liable for any default or liability under this Agreement.

24.0 AMENDMENT:

This Agreement may be amended at any time by mutual consent of the Parties. No addition to or alteration of the terms and conditions of this Agreement shall be valid unless made in writing and signed and dated by the Parties' authorized representatives.

25.0 JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in a court of proper jurisdiction within the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

26.0 ADVERTISING AND MEDIA RELEASE:

Each Party shall obtain the written approval of the other Party before any informational material related to this Agreement may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each Party shall inform the other Party of any and all requests for interviews by the media related to this Agreement before such interviews take place; and the other Party shall be entitled to have a representative present at such interviews. All notices required hereby shall be provided in accordance with the notice provisions set forth herein.

27.0 FORCE MAJEURE:

Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

28.0 SURVIVAL OF PROVISIONS:

The duties and obligations of the Parties set forth in Section 9.0 – Record Retention and Inspection, Section 10.0 – Confidential Information and Section 13.0 – Indemnification shall survive the expiration or termination of this Agreement.

29.0 CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the Parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

30.0 INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the Parties hereto, and shall not be construed or interpreted more favorably for one (1) Party on the basis that the other Party prepared it.

31.0 INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

32.0 ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, with the exception, if applicable, of any preexisting and HOSPITAL accepted Regional Referral Transfer Back Agreements, shall be deemed to exist or to bind either of the Parties hereto. The Parties acknowledge this Agreement and any applicable Regional Referral Transfer Back Agreements shall supersede any and all oral or written proposals, statements, discussions, negotiations or other agreements before or contemporaneous to this Agreement or applicable Regional Referral Transfer Back Agreements. The Parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statement not expressly contained in this Agreement or applicable Regional Referral Transfer Back Agreements. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

33.0 COUNTERPART EXECUTION:

This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, but such counterparts, when taken together, shall constitute one (1) and the same instrument. The Parties hereby acknowledge and agree to accept handwritten signatures transmitted by Fax or by E-mail, as an attached PDF, or similar, document, or any other electronic reproduction of the original signed document intended to preserve the original graphics and pictorial appearance of a document. Further, the Parties agree such signature(s) transmitted electronically will have the same legal binding force and effect as physical execution, as provided under the Electronic Signatures in Global and National Commerce Act ("E-SIGN") (Public Law 106-229), in whole or in counterpart, whether delivered by electronic transmission, overnight courier service, mail or in person. The Parties acknowledge and agree to be bound by and rely on such signatures having the protections provided herein, and hereby waive any defenses to the enforcement of the terms of the Agreement based on the foregoing forms of signatures. The signatory's name and title must be presented in printed or typed form, preferably immediately below or adjacent to the signature, and be reasonably specific and legible enough so that the identity of the signatory can be readily recognized.

34.0 AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC:

By: 
Kevin Klockenga
Northern California Region Chief Executive Officer

Date: 7/31/19

COUNTY OF HUMBOLDT:

By: _____
Emi Botzler-Rodgers, Mental Health Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
_____, 2018 [Item -_])

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 

Risk Management

Date: 08/07/2019