

**PROFESSIONAL MEDICAL RESIDENCY AFFILIATION AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC
FOR FISCAL YEARS 2020-2021 THROUGH 2021-2022**

This Professional Medical Residency Affiliation Agreement, entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and St. Joseph Health Northern California, LLC, doing business as St. Joseph Hospital of Eureka, a California limited liability company, hereinafter referred to as “HOSPITAL,” is made upon the following considerations:

WHEREAS, HOSPITAL sponsors a family medicine residency program which provides training to medical residents (“Residents”) in accordance with the requirements of the Accreditation Council for Graduate Medical Education (“ACGME”) which requires residents to participate in residency experiences; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services (“DHHS”), has the staff and facilities necessary for providing clinical experiences in community medicine and mental health treatment; and

WHEREAS, COUNTY is willing to participate in HOSPITAL’s residency program by making its staff and facilities available to Residents and Faculty of the program; and

WHEREAS, it is in HOSPITAL’s and COUNTY’s mutual interest and advantage that residents enrolled in HOSPITAL’s residency program be given the opportunity to utilize COUNTY’s facilities for clinical and educational purposes; and

WHEREAS, it is beneficial to COUNTY to contribute to the education of Residents since doing so will help diminish the shortage of qualified doctors in Humboldt County; and

WHEREAS, by this Agreement HOSPITAL and COUNTY seek to provide Residents enrolled in HOSPITAL’s residency program with clinical experiences at COUNTY’s facilities;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

1. DEFINITIONS:

- 1.1 Clinical Experience. As used herein, the term “Clinical Experience” refers to a COUNTY staff supervised clinical learning experience for Residents enrolled in HOSPITAL’s residency program.
- 1.2 Facility. As used herein, the term “Facility” refers to those facilities of the COUNTY where Clinical Experience will take place including, but not limited to, 24-hour Crisis Services, Adult Behavioral Health Services, Behavioral Health Board, Children's Behavioral Health Services, Community Corrections Resource Center, Mobile Response Team, Crisis Stabilization Unit, Hope Center, Behavioral Health Quality Improvement, Mental Health Services Act, Patients' Rights Advocacy Services, Sempervirens Psychiatric Health Facility, Substance Use Disorder Treatment Services and County Behavioral Health Triage Services.

- 1.3 Faculty. As used herein, the term “Faculty” refers to HOSPITAL’s employees who will plan, coordinate, implement and provide content expertise for the Clinical Experience program. Faculty will evaluate Resident performance during their enrollment in the Clinical Experience program.
- 1.4 Designee. As used herein, the term “Designee” refers to the person HOSPITAL and COUNTY each designate as being responsible for assisting Faculty in planning, implementing and coordinating the Clinical Experience program.
- 1.5 Preceptor. As used herein, the term “Preceptor” refers to the COUNTY employee responsible for providing resident guidance and input on clinical competence to the assigned Faculty.
- 1.6 Resident. As used herein, the term “Resident” refers to those enrolled in HOSPITAL’s residency program.

2. CLINICAL EXPERIENCE PROGRAM:

- 2.1 Program Size. The number of Residents allowed to participate in each Clinical Experience is dependent upon the availability of space, Preceptors, Faculty and other considerations. The maximum number of Residents who may participate in a given Clinical Experience shall be determined by mutual agreement at least forty-five (45) days before commencement thereof.
- 2.2 Program Length. The start date and length of each Clinical Experience shall be determined by mutual agreement at least forty-five (45) days before the commencement thereof.
- 2.3 Program Areas. Clinical Experiences provided pursuant to this Agreement shall include Community/Behavioral Health Medicine. Exhibit A – Behavioral Health Programs Placement List, which is attached hereto and incorporated herein by reference as if set forth in full, sets forth all of the community medicine and behavioral health programs made available by COUNTY as part of the Clinical Experience program. Any and all Clinical Experiences provided pursuant to this Agreement shall follow ACGME Common Program Requirements.
- 2.4 Confidentiality of Medical Information. To the extent applicable Clinical Experiences will be subject to the requirements of any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: 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 of 2009 (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and any current and future regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

3. HOSPITAL’S RIGHTS AND RESPONSIBILITIES:

- 3.1 Instruction. HOSPITAL shall be solely responsible for all aspects of Resident instruction in each Clinical Experience, including, without limitation: program enrollment; curriculum selection and delivery; clinical assignments and Resident placement; Resident evaluation and confirmation of credit and degrees.

- 3.2 Curriculum. HOSPITAL, through its Faculty, shall specify the curriculum and clinical objectives, plan and coordinate Resident clinical assignments and perform periodic evaluation of the Clinical Experiences provided by COUNTY.
- 3.3 Medical Faculty. HOSPITAL shall designate as Faculty, members of its medical staff who are adequately qualified to provide appropriate supervision of COUNTY's Preceptor, participate in Resident learning communities and conduct post clinical conferences. HOSPITAL's Faculty will plan, coordinate, provide content expertise for the curriculum and clinical experiences, implement and coordinate each Resident's clinical assignment and evaluate lab performance.
- 3.4 Licensure. HOSPITAL shall ensure that all HOSPITAL personnel responsible for supervising and instructing Residents participating in the Clinical Experience program have met any and all applicable local, state and federal licensure and accreditation requirements.
- 3.5 Resident Assignments. HOSPITAL shall assign only Residents who meet HOSPITAL's educational requirements and qualifications to participate in the Clinical Experience program.
- 3.6 Resident Information. HOSPITAL shall supply COUNTY with a list of Resident names for each Clinical Experience program participant at least forty-five (45) days prior to the start date thereof. All Resident information supplied by HOSPITAL shall be treated as confidential and used only as a source of Resident identification during the Clinical Experience.
- 3.7 Attendance and Academic Records. HOSPITAL shall maintain all Resident attendance and academic records.
- 3.8 Immunization Records. HOSPITAL shall provide COUNTY an attestation for each Resident participating in the Clinical Experience program that HOSPITAL has verified the following immunization requirements: (1) current immunizations or documented immunity (titer) for tetanus, diphtheria, measles, varicella zoster 2 and rubella; (2) tuberculin clearances of either a negative Purified Protein Derivative ("PPD") reading or, if there has been a positive PPD reading in the past, a chest x-ray within normal limits; (3) a hepatitis B vaccine series or surface antigen test; and (4) Cardiopulmonary Resuscitation certification.
- 3.9 Background Verification. HOSPITAL shall require each Resident to work with DHHS – Employee Services in order to complete appropriate background checks, such as, Live Scan with a Child Abuse Central Index, Federal Bureau of Investigation and Department of Justice clearances.
 - 3.9.1 Residents who fail to meet HOSPITAL's or COUNTY's character requirements will not be allowed to participate in COUNTY's Clinical Experience program.
 - 3.9.2 Background checks are required for participation in COUNTY's Clinical Experience program. Residents may not begin their Clinical Experience until the results of all background checks have been received and verified by DHHS – Employee Services.
 - 3.9.3 Background checks are a requirement of participation in COUNTY's Clinical Experience program and, to accommodate this, the expectation is that COUNTY will receive a minimum of forty-five (45) days advance written notice of the need for background checks. COUNTY will not request urgent or rushed background checks.
- 3.10 Resident Withdrawals. HOSPITAL, through its Faculty, shall notify COUNTY in the event a Resident withdraws or is otherwise unable to complete the Clinical Experience program. It is

understood that except as otherwise set forth herein, only HOSPITAL can withdraw a Resident from the Clinical Experience program.

- 3.11 Program Changes. HOSPITAL, through its Faculty, shall notify COUNTY of all changes or issues involving the instruction, curriculum and/or policies of the Clinical Experience program.
- 3.12 Program Evaluation. HOSPITAL, through its Faculty, shall periodically evaluate the Clinical Experience program and provide COUNTY with the results thereof.
- 3.13 Worker's Compensation. HOSPITAL shall confirm that each Resident participating in the Clinical Experience program is covered under the HOSPITAL's worker's compensation benefits as required by the California Labor Code.
- 3.14 Professional Liability Coverage. HOSPITAL shall confirm that each Resident participating in the Clinical Experience program is covered under HOSPITAL's professional liability insurance in the amounts set forth in this Agreement.
- 3.15 COUNTY Regulations. HOSPITAL shall direct all Residents and HOSPITAL personnel participating in the Clinical Experience program to comply with all of COUNTY's clinical and administrative policies, procedures, rules and regulations, including those governing the use and disclosure of individually identifiable medical information, and all reasonable directions given by qualified COUNTY personnel.
- 3.16 COUNTY Direction. HOSPITAL shall direct all Residents and HOSPITAL personnel participating in the Clinical Experience program to comply with all reasonable directions given by qualified COUNTY personnel.
- 3.17 Blood Borne Pathogens. If applicable, HOSPITAL shall provide Residents participating in the Clinical Experience program with training regarding exposure to blood borne pathogens.
- 3.18 Resident Responsibilities. HOSPITAL shall advise Residents of their rights and responsibilities set forth herein, and obtain Residents' written agreement to those terms.
- 3.19 Confidentiality of Patient Information. Neither HOSPITAL nor its employees or agents shall be granted access to individually identifiable patient information unless the patient has first given consent using a COUNTY approved form that complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.
- 3.20 Confidentiality of Proprietary Information. HOSPITAL recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, HOSPITAL may have access to certain information of COUNTY that is confidential and constitutes valuable, special and unique property of COUNTY. HOSPITAL agrees that it shall not, at any time during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without COUNTY's express written prior consent, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's patients, costs or treatment methods.

4. COUNTY'S RIGHTS AND RESPONSIBILITIES:

- 4.1 Clinical Experiences. COUNTY shall provide a mutually agreed upon number of Residents an opportunity to gain up to ninety (90) hours of supervised clinical experience.

- 4.2 Provision of Facilities. COUNTY shall provide physical facilities, resources, equipment and all other items necessary to operate the Clinical Experience program in a manner that is conducive to the education of Residents, including, without limitation, use of reasonable work and storage space.
- 4.3 Preceptors. COUNTY shall designate as Preceptors staff members who are qualified to provide appropriate supervision of assigned Residents.
- 4.4 Volunteer/Intern Request for DHHS Placement Form. All Preceptors are to submit a completed Volunteer/Intern Request for DHHS Placement form to the Employee Services Office a minimum of sixty (60) days before the Resident is scheduled to begin the Clinical Experience.
- 4.5 COUNTY Designees. The DHHS – Behavioral Health Medical Director is hereby designated as the qualified COUNTY staff member to assist Faculty in planning, implementing and coordinating the Clinical Experience program.
- 4.6 Resident Orientation. COUNTY shall provide Residents with an orientation regarding the applicable clinical activities and patient confidentiality requirements prior to the commencement of each Clinical Experience.
- 4.7 Access to Facilities. COUNTY shall permit Residents enrolled in the Clinical Experience program appropriate access to COUNTY facilities, except where such access will interfere with the care of COUNTY’s patients.
- 4.8 Withdrawal of Residents. COUNTY may request that HOSPITAL withdraw from a rotation in the Clinical Experience program any Resident who COUNTY determines is not performing satisfactorily, refuses to follow COUNTY’s administrative policies, procedures, rules or regulations or violates any local, state or federal laws or regulations. COUNTY shall state its reason or reasons for requesting a Resident withdrawal in writing to the Faculty. HOSPITAL shall respond to such a request within five (5) days of receipt. Except as otherwise set forth herein, only HOSPITAL can withdraw a Resident from the Clinical Experience program.
- 4.9 Resident Removal. COUNTY may immediately remove from the Clinical Experience program any Resident who poses an immediate threat of danger to COUNTY personnel or the quality of services provided by COUNTY. COUNTY shall notify the Faculty prior to removing any Resident from the Clinical Experience program. COUNTY shall notify HOSPITAL in writing of the removal of any Resident, and the reasons for such action, as soon as possible thereafter.
- 4.10 Background Verification. COUNTY shall conduct or verify criminal background checks for each Resident, if required by applicable local, state or federal laws, regulations, policies, procedures or standards to conduct such checks as stated in this Agreement. COUNTY will not allow Residents who fail to meet COUNTY’s character requirements to participate in the Clinical Experience program.
- 4.11 Resident Instruction. COUNTY shall permit and encourage COUNTY personnel to participate in the instructional phase of the Clinical Experience where such participation would not impair the delivery of services to COUNTY’s patients.
- 4.12 Provision of Clinical Services. COUNTY shall ensure that: (1) all patient care services and procedures performed by Residents comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards; (2) Residents are appropriately credentialed to perform each such service or procedure in accordance with COUNTY’s policies

and procedures; and (3) all necessary consents are obtained prior to the furnishing of any clinical services by Residents.

- 4.13 Patient Care. COUNTY shall retain full responsibility for the care of COUNTY's patients, and maintain administrative and professional supervision of Residents insofar as their presence affects the operation of COUNTY's facilities and/or the care of patients. COUNTY shall ensure that Residents are given duties commensurate with their skills and experience.
- 4.14 Patient/Resident-Interaction. COUNTY shall permit Residents to perform services for patients only under the supervision of qualified members of COUNTY's staff. Residents shall work, perform assignments and participate in ward rounds, clinics, staff meetings and in-service educational programs at the discretion of the Preceptor.
- 4.15 Licensure. COUNTY shall require that all COUNTY personnel responsible for supervising Residents enrolled in the Clinical Experience program hold a current, unrestricted license issued by the appropriate state or regional licensing board in the discipline in which supervision is provided.
- 4.16 Confidentiality Training. COUNTY shall provide Residents with substantially the same training and orientation regarding the confidentiality of medical information that it provides to its regular employees.
- 4.17 Staffing. COUNTY shall employ an adequate number of qualified staff members to ensure the safe and continuous provision of health care services in accordance with any and all local, state and federal laws, regulations, policies, procedures and standards. COUNTY shall not consider Residents staff for purposes of providing medical care.
- 4.18 Program Changes. COUNTY shall notify HOSPITAL of any changes in its personnel, operation or policies that may materially affect the Clinical Experience program.
- 4.19 Provision of Applicable Regulations. COUNTY shall provide all Residents with a copy of the clinical and administrative regulations, policies, procedures and standards with which they are expected to comply.
- 4.20 Accreditation Requirements. COUNTY shall comply with all applicable requirements of any approval or accreditation authority, and permit the authorities responsible for accreditation of HOSPITAL's curriculum to inspect the facilities, services and other items provided by COUNTY for purposes of the Clinical Experience program.
- 4.21 Reporting. COUNTY shall create and furnish to HOSPITAL quarterly reports which shall include for that quarter, and for the year to date, information regarding: the average number of patients per Resident per specialty; the average number of Faculty per Resident per specialty; and the number of hours spent by Faculty behaviorists and other Faculty members on program activities. COUNTY shall create and prepare other additional reports as reasonably requested by HOSPITAL and as determined reasonably necessary and appropriate for the administration of the Program.

5. RESIDENTS' RIGHTS AND RESPONSIBILITIES:

- 5.1 COUNTY Regulations. Residents shall comply with COUNTY's clinical and administrative regulations, policies, procedures and standards, including, without limitation, any applicable requirements regarding the use and disclosure of individually identifiable medical information.

- 5.2 Federal, State and Local Laws. Residents shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards regarding the operation of the Clinical Experience program, including, without limitation, any and all applicable requirements concerning human subject research.
- 5.3 Transportation. Residents shall not drive or ride as a passenger in COUNTY vehicles as part of the Clinical Experience program.
- 5.4 Dress Code. Residents shall comply with COUNTY's dress code, including, without limitation, wearing picture name badges identifying themselves as Residents.
- 5.5 Orientation. Residents, Faculty and the Preceptor shall coordinate the Clinical Experience to ensure that all Residents participating in the Clinical Experience program attend all mandatory orientation and training sessions provided by COUNTY personnel.
- 5.6 Violations of Law. Residents shall immediately notify COUNTY and HOSPITAL of any violation of local, state or federal laws, regulations, policies, procedures or standards that they observe during the course of the Clinical Experience.
- 5.7 Confidentiality of Proprietary Information. Residents shall not, at any time during or subsequent to the term of this Agreement, disclose to others, use, copy or permit to be copied, without COUNTY's express prior written consent, any confidential or proprietary information of COUNTY, including, without limitation, information which concerns COUNTY's patients, costs or treatment methods.
- 5.8 Confidentiality of Medical Information. Residents shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards that govern, or pertain to, the confidentiality, privacy, security and electronic transmissions of medical information, including, without limitation, any and all applicable requirements of the CMIA, the HITECH Act and HIPAA.
- 5.9 Access to Medical Records. Residents shall not have access to, or the right to receive, any medical record, except when necessary in the regular course of the Clinical Experience program.
- 5.10 Disclosure of Confidential Medical Information. Residents shall not use or disclose any confidential medical information, other than as permitted by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.
- 5.11 Disclosure of Patient Information. The discussion, transmission or narration in any form by Residents of any individually identifiable patient information, medical or otherwise, obtained in the course of the Clinical Experience program is forbidden, unless the patient has first given consent using a COUNTY approved form that complies with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA. In the absence of such consent, Residents shall use de-identified information in any discussions about the Clinical Experience program.

6. MUTUAL RIGHTS AND RESPONSIBILITIES OF HOSPITAL AND COUNTY:

- 6.1 Provision of Clinical Experiences. COUNTY and HOSPITAL shall provide Residents with Clinical Experiences, within COUNTY's Facility, under the supervision of a Preceptor for the purpose of developing Residents' clinical competence.

- 6.2 Federal, State and Local Laws. COUNTY and HOSPITAL shall comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards regarding the operation of the Clinical Experience program, including, without limitation, any and all applicable requirements concerning human subject research.
- 6.3 Equal Opportunity Acceptance. COUNTY and HOSPITAL shall not discriminate on the basis of: race; religion or religious creed; 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 and AIDS; military service; veteran status; or any other legally protected classification in either the selection of Residents, or as to any aspect of the Clinical Experience program. However, with respect to mental or physical disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Resident's effective participation in the Clinical Experience program.
- 6.4 Status of Residents. COUNTY and HOSPITAL expressly understand and agree that Residents enrolled in the Clinical Experience program are in attendance for educational purposes. Residents shall not be considered employees of COUNTY for any purpose, including, without limitation, compensation for services, welfare and pension benefits. However, Residents shall be considered members of COUNTY's "workforce," as that term is defined by 45 C.F.R., for purposes of HIPAA compliance.
- 6.5 Resident Employment. COUNTY and HOSPITAL expressly understand and agree that qualified Residents may be employed by COUNTY outside of the Clinical Experience program to undertake certain defined activities; provided such work is non-compulsory, paid, subject to standard COUNTY employment policies and does not interfere with Residents' regular responsibilities. Nothing in this provision shall be construed to allow Residents participating in the Clinical Experience program to take the responsibility or position of qualified staff members for purposes of providing patient care.
- 6.6 Confidentiality of Medical Information. COUNTY and HOSPITAL expressly agree to comply with any and all applicable local, state and federal laws, regulations, policies, procedures and standards that govern, or pertain to, the confidentiality, privacy, security and electronic transmission of medical information, including, without limitation, any and all applicable requirements of the CMIA, the HITECH Act and HIPAA.
- 6.7 Disclosure of Confidential Medical Information. COUNTY and HOSPITAL expressly agree not to use or disclose any confidential medical information, other than as permitted by any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.
- 6.8 Availability of Confidential Medical Information. COUNTY and HOSPITAL expressly agree to make their internal practices, books and records relating to the use and disclosure of confidential medical information available to the Secretary of Health and Human Services to the extent required for determining compliance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, the CMIA, the HITECH Act and HIPAA.
- 6.9 Confidentiality of Resident Information. COUNTY and HOSPITAL expressly agree to comply with any and all applicable local, state and federal laws, regulations, policies, procedures and

standards, that govern, or pertain to, the confidentiality, privacy, security and transmission of educational records, including, without limitation, any and all applicable requirements of the Family Educational Rights and Privacy Act (“FERPA”). COUNTY and HOSPITAL further agree not to use or disclose any confidential Resident information, other than as permitted by FERPA. Any permitted disclosure to persons or entities that are not a party to this Agreement, shall be under the condition that no further disclosure by such party shall be permitted.

6.10 Conferences. Designees of both COUNTY and HOSPITAL shall attend annual conferences to discuss the planning, implementation and coordination of the Clinical Experience program.

7. TERM:

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

8. TERMINATION:

8.1 General Termination. This Agreement may be terminated by either party for any reason upon six (6) months advance written notice of such intent to terminate, except that the exclusion from Medicare/Medicaid programs and other federally funded programs by either party shall be cause for immediate termination. However, currently enrolled Residents shall be permitted to complete any Clinical Experience in which termination would otherwise occur, but for such immediate termination as noted above.

8.2 Discontinuance of COUNTY Facilities. Nothing in this Agreement shall be construed to require COUNTY to continue operating any Facility in which the Clinical Experience program is implemented, solely for the purpose of maintaining the Clinical Experience program. If COUNTY decides to discontinue operation of any Facility, COUNTY, at its sole discretion, shall determine whether this Agreement shall be terminated. COUNTY shall provide HOSPITAL sixty (60) days advance written notice of its intent to terminate this Agreement due to the discontinuance of a Facility.

9. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, at the addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Behavioral Health
Attention: Emi Botzler-Rodgers, Behavioral Health Director
720 Wood Street
Eureka, California 95501

HOSPITAL: St. Joseph Hospital Eureka
Attention: Roberta Luskin-Hawk, MD, Chief Executive
2700 Dolbeer Street
Eureka, California 95501

AND

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St. Joseph Health Northern California, LLC
Attention: Regional Contracting Department
1165 Montgomery Drive
Santa Rosa, California 95405

10. REPORTS:

HOSPITAL agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. HOSPITAL shall submit one (1) hard copy and one (1) electronic copy of 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 submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

11. NUCLEAR-FREE ORDINANCE:

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.

12. NONDISCRIMINATION COMPLIANCE:

12.1 Professional Services and Employment. In connection with the execution of this Agreement, HOSPITAL shall not 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.

12.2 Compliance with Anti-Discrimination Laws. HOSPITAL 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 Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws, regulations 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 Sections 8101, et seq. of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. INDEMNIFICATION:

- 13.1 Mutual Indemnity. Each party shall, defend, indemnify and hold the other party, and its agents, officers, officials and employees, harmless from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, reasonable attorneys' fees or other costs of litigation, directly arising out of patient care and treatment conducted at its facilities or facilities under its control, including, without limitation, patient care and treatment provided by Residents, that are caused by, or result from, the negligent or intentional acts or omissions of the indemnifying party or its agents, officers, officials or employees.
- 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 the proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorneys' 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. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and HOSPITAL is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- 14.1 General Insurance Requirements. Without limiting each party's indemnification obligations set forth herein, each party, where applicable, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of each party, its agents, officers, officials and employees. Notwithstanding the foregoing, each party may self-insure in the amounts specified herein, and such insurers may not be rated by A.M. Best and may be captive in nature:
- 14.1.1 Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
- 14.1.2 As set forth herein, Residents enrolled in the Clinical Experience program will not drive an automobile pursuant to the terms and conditions of this Agreement. If a Resident's responsibilities are changed in such a way that driving will be required as part of the Clinical Experience, HOSPITAL will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as

Insurance Service Offices Form Code 1 (any auto).

- 14.1.3 Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
 - 14.1.4 Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which each party may be exposed to liability related to its performance hereunder.
- 14.2 Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
- 14.2.1 The Comprehensive or Commercial General Liability Policy shall provide that each party, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of each party's performance pursuant to the terms and conditions of this Agreement.
 - 14.2.2 The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to each party in accordance with the notice requirements set forth herein. It is further understood that neither party shall terminate such coverage until each party receives adequate proof that equal or better insurance has been secured.
 - 14.2.3 The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
 - 14.2.4 Each party shall furnish the other with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager and Hospital's Risk Services Department. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, each party. If either party fails to keep all required policies in full force and effect, the other may, in addition to any other available remedies, take out the necessary insurance at the other party's expense.
 - 14.2.5 Each party is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and each party shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- 14.3 Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

HOSPITAL: St. Joseph Hospital Eureka
Attention: Roberta Luskin-Hawk, MD, Chief Executive
2700 Dolbeer Street
Eureka, California 95501

AND

St. Joseph Health Northern California, LLC
Attention: Regional Contracting Department
1165 Montgomery Drive
Santa Rosa, California 95405

15. RELATIONSHIP OF PARTIES:

It is 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 the other party's employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. Each party shall be solely responsible for the acts or omissions of its agents, officers, officials and employees.

16. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions 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.

17. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

18. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

19. SEVERABILITY:

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

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20. 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. 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. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

23. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. 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.

25. INFORMATION TECHNOLOGY ASSURANCES:

HOSPITAL hereby agrees to take all reasonable precautions to ensure that any hardware, software and/or embedded chip devices used by HOSPITAL at COUNTY's facilities, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in 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.

27. 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 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.

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28. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Sections 2.4, 3.7, 3.20, 5.7, 5.8, 5.10, 5.11, 6.6, 6.7, 6.8, 6.9 and 13 shall survive the expiration or termination of this Agreement.

30. 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.

31. 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.

32. INDEPENDENT CONSTRUCTION:

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

33. 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, pandemics, 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.

34. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

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35. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto.

36. 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.

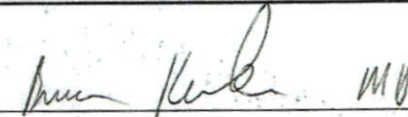
[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR LIMITED LIABILITY COMPANIES PURSUANT TO THE CALIFORNIA CORPORATIONS CODE:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEE.

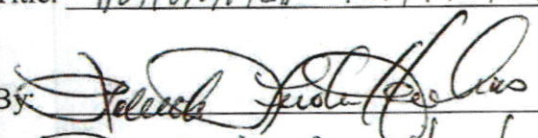
ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC:

By:  MD

Date: 7/8/20

Name: BRUCE LESILLA MD

Title: DESIGNATED INSTITUTIONAL OFFICIAL

By: 

Date: 7/8/2020

Name: Roberta Luskin-Hack MD

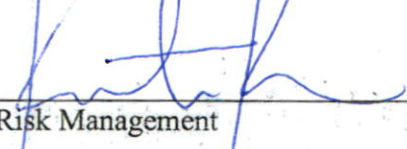
Title: Chief Executive

COUNTY OF HUMBOLDT:

By: _____
Emi Botzler-Rodgers, Behavioral Health Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
_____, 2020 [Item C- _])

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 7/14/2020

LIST OF EXHIBITS:

Exhibit A – Behavioral Health Programs Placement List

EXHIBIT A
BEHAVIORAL HEALTH PROGRAMS PLACEMENT LIST

St. Joseph Health Northern California, LLC
Fiscal Years 2020-2021 through 2021-2022

Crisis Stabilization Unit

Crisis Stabilization Unit is an outpatient program that provides crisis intervention and stabilization services to individuals in need of immediate crisis services.

Sempervirens Psychiatric Health Facility

Sempervirens offers a locked facility for clients who have serious and persistent mental illness and need acute psychiatric care.

Medication Support

Medication support services may be provided, based on level of needs, by staff psychiatrists and registered psychiatric nurses upon screening and referral.

Same Day Services

Outpatient clinical services staff consists of credentialed clinicians, case managers, crisis specialists and mental health workers who provide services to consumers seeking behavioral health treatment or access to other services. Interventions are time-limited, goal-directed, and solution-oriented.

Substance Use Disorder Counseling

Substance Use Disorder counseling offers addiction and counseling services to individuals afflicted by Substance Use Disorders.

Mobile Response Team

The Mobile Response Team is a field-based crisis response program that provides proactive case management, peer support and clinical care before, during and after a mental health crisis.

Older Adults

Programs and services that promote behavioral health and wellness for adults including therapy, case management and medication support.

Comprehensive Community Treatment

The Comprehensive Community Treatment Program provides individuals suffering from severe mental illnesses with the support needed to live successfully in the community and reduce inpatient psychiatric hospitalizations.

Humboldt County Correctional Facility

Providing psychiatric assessment and treatment with the treatment team to inmates at the Humboldt County Correctional Facility.