

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC  
FOR FISCAL YEAR 2020-2021**

This Memorandum of Understanding ("MOU"), 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, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019, and symptoms of COVID-19 include fever, cough and shortness of breath and outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, on January 31, 2020, U.S. Department of Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's health care community in responding to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has determined that the virus presents a serious public health threat; and

WHEREAS, Humboldt County had its first confirmed case of COVID-19 on February 20, 2020, and the potential of more COVID-19 cases in Humboldt County is an imminent threat; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California; and

WHEREAS, on March 11, 2020, Humboldt County Health Officer declared a Local Health Emergency pursuant to Humboldt County Code section 2210-8 for a up to seven (7) days in the county or any area thereof, including but not limited to an imminent and proximate public health threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a federal state of emergency regarding the global pandemic caused by COVID-19; and

WHEREAS, on March 17, 2020, Humboldt County Board of Supervisors ratified the Humboldt County Health Officer's March 11, 2020 Local Health Emergency Declaration; and

WHEREAS, Governor Newsom issued Executive Orders N-25-20 and N-33-20 in response to COVID-19 including implementing social distancing measures and stay at home order; and

WHEREAS on March 30, 2020, Humboldt County Health Officer issued a Shelter in Place Order to enable essential services to continue and to slow the spread of COVID-19 to the maximum extent possible; and

WHEREAS, COUNTY, constructed an Alternative Care Site ("ACS") to be compliant with the Governors Hospital Surge Capacity of 35% to ready the community for stage two of the stay at home orders; and

WHEREAS, the Parties agree that the HOSPITAL is providing the services detailed herein as a means to

control infection diseases, consistent with 42 CFR 411.8(b)(4)); and

WHEREAS, during the public health emergency, and pursuant to the blanket waivers granted by Department of Health and Human Services – Centers for Medicare & Medicaid Services (“CMS”) under Social Security Act § 1135, the COUNTY is obtaining the services from the HOSPITAL under arrangement and the parties agree to treat the ACS as an expansion site of the HOSPITAL for purposes of providing surge capacity in accordance with California’s pandemic response plan; and

WHEREAS, the ACS will activate based on demand and having a sufficient number of patients who meet the requirements for care in the ACS including, without limitation, a positive test for COVID-19 and be independent for Activities of Daily Living (“ADLs”); and

WHEREAS, HOSPITAL has agreed to staff and manage the care of patients at the ACS once activated by contacting the Emergency Operations Center (“EOC”) following the Activation Plan in Exhibit A – Shared Responsibilities.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF THE PARTIES:

Each party hereto agrees to cooperate, coordinate and work collaboratively with the other party to collectively to manage the ACS to treat patients with low acuity COVID-19 as a result of hospital overflow.

2. TERM:

This MOU shall begin upon execution and shall remain in full force and effect until June 30, 2021, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. Either party may immediately terminate this MOU, upon written notice, in the event that the other party materially defaults in performing any obligation under this MOU, or violates any laws, regulations or standards applicable to its performance hereunder.
- B. Without Cause. Either party may terminate this MOU without cause upon thirty (30) days advance written notice which states the effective date of the termination. This MOU shall terminate immediately (a) if necessary in HOSPITAL’s reasonable judgment, to protect patient health or safety, or (b) in the event, any personnel providing services under the terms of this MOU is excluded from participation in the Medicare and/or Medicaid programs.
- C. Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide HOSPITAL seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable to COUNTY by HOSPITAL for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Fifty-Six Thousand Two Hundred Dollars (\$56,200.00). HOSPITAL agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if local, state or

federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this MOU as provided herein.

- B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.

5. PAYMENT:

On or before December 15, 2020, COUNTY shall submit an invoice to HOSPITAL for payment. The invoice shall be in a format approved, and include any and all appropriate backup documentation as specified, by Director. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU shall be made within thirty (30) days after the receipt of the approved invoice. The invoice submitted pursuant to the terms and conditions of this MOU shall be sent to HOSPITAL at the following address:

HOSPITAL: St. Joseph Health Northern California, LLC d/b/a St. Joseph Hospital of Eureka  
Attention: Roberta Luskin-Hawk  
2700 Dolbeer Street  
Eureka, California 95501

6. NOTICES:

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

COUNTY: Emergency Operations Center  
Attention: Medical Surge Section Branch  
529 I St  
Eureka, California 95501

HOSPITAL: St. Joseph Health Northern California, LLC d/b/a St. Joseph Hospital of Eureka  
Attention: Roberta Luskin-Hawk  
2700 Dolbeer Street  
Eureka, California 95501

7. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards, and submitted in accordance with any and all applicable timeframes.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for a period of four (4) years after expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, including granting access to the Secretary of U.S. Department of Health and Human Services

("Secretary"), the U.S. Comptroller General, the books, documents, and records necessary to verify the nature and cost of services, except that if any litigation, claim, negotiation, audit or other action is pending, such records shall be retained until completion and resolution of all issues arising therefrom. Neither party shall use or disclose, or permit the use of disclosure of, such information and documents for any purpose other than the performance or enforcement of this MOU except for such information and documents subject to disclosure pursuant to any and all applicable federal, state, or local laws.

- B. Inspection of Records. Each party hereby agrees to make all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of four (4) years after expiration or termination of this MOU, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. All examinations and audits conducted pursuant to the terms and conditions of this MOU shall be strictly confined to those matters connected with its performance hereunder, including, without limitation, the costs of administering this MOU.
- C. Billing Records and Assignment of Claims. Both parties shall maintain internal accounting records of all billings to patients and payers for services. During the term of this MOU, all right, title and interest in billings, accounts receivable, income, collections and revenues arising or resulting from the performance of services for HOSPITAL patients shall be the sole and exclusive property of HOSPITAL.
- D. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the cost of the audit.

9. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: 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 ("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.
- B. Continuing Compliance with Confidentiality Laws. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

10. NON-DISCRIMINATION COMPLIANCE :

- A. Professional Services and Employment. In connection with the execution of this MOU, 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 any applicable local, state or federal laws, regulations or standards. Nothing herein shall be construed to require employment of unqualified persons.
- B. 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 Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 MOU by reference as if set forth in full.

11. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, 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 MOU if it determines that the foregoing certification is false or if HOSPITAL subsequently becomes a Nuclear Weapons Contractor.

12. INDEMNIFICATION:

- A. Mutual Indemnity. Each party hereto shall 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 or nature, including, without limitation, attorney's 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, intentional misrepresentation, or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.

B. 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.

- C. Effect of Insurance. Acceptance of the insurance required by this MOU 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.

13. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies, with minimum liability limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) in the aggregate.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

HOSPITAL: St. Joseph Health Northern California, LLC St. Joseph Hospital of Eureka  
Attention: Roberta Luskin-Hawk  
2700 Dolbeer Street  
Eureka, California 95501

14. RELATIONSHIP OF PARTIES:

It is understood that this MOU 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. Each party shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

15. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereto agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. Accessibility Requirements. Each party hereto agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. Conflict of Interest Requirements. Each party hereto agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time

to time.

16. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU 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 MOU, 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 MOU specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

19. SEVERABILITY:

If any provision of this MOU, 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 MOU.

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 MOU. 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 MOU shall be fully binding upon, and shall inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. NO WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU 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 MOU.

23. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

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

24. AMENDMENT:

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

25. STANDARD OF PRACTICE:

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

26. JURISDICTION AND VENUE:

This MOU 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 MOU 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 MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Director in accordance with the notice requirements set forth herein.

28. SUBCONTRACTS/NO THIRD-PARTY RIGHTS:

Each party shall obtain prior written approval from the other party, which shall not be unreasonably withheld, before subcontracting any of its duties or obligations hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the confidentiality, licensing and certification requirements set forth herein. Each party shall remain legally responsible for the performance of all terms and conditions of this MOU, including, without limitation, any and all duties performed by third parties under subcontracts, whether approved by the other party or not. Nothing in this MOU shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

29. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 8 – Record Retention and Inspection, Section 9 – Confidential Information and Section 12 – Indemnification shall survive the expiration or termination of this MOU.

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 MOU, the terms and conditions set forth herein shall have priority.

31. INTERPRETATION:

This MOU, 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 herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

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, 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 MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU 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 MOU are hereby ratified.

35. COUNTERPART EXECUTION:

This MOU, 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 MOU, 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 MOU, 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 MOU and any amendments hereto.

36. AUTHORITY TO EXECUTE:

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

IN WITNESS WHEREOF, the parties have entered into this MOU 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; OR
- (3) ANY OTHER PROPERLY AUTHORIZED OFFICIAL OR EMPLOYEES.

**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC:**

By: 

Date: 12-3-20

Name: Patti Pilgrim

Title: CFO

By: 

Date: 12/4/2020

Name: Kevin Klockenga

Title: Chief Executive

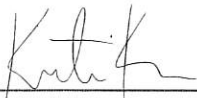
**COUNTY OF HUMBOLDT:**

By: 

Date: 12/7/2020

Michele Stephens, Director  
Department of Health and Human Services – Public Health  
(Pursuant to the authority granted by the  
Humboldt County Board of Supervisors on  
March 26, 2020 [Item D-1])

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By:   
Risk Management

Date: 12/6/2020

**LIST OF EXHIBITS:**

Exhibit A – Shared Responsibilities

Exhibit B – Schedule of Rates

Exhibit C – County Staffing Plan

Exhibit D – St. Joseph Hospital Medical Staffing Plan

Exhibit E – St. Joseph Hospital Environmental Services Staffing Plan

Exhibit F – Emergency Response Plan/Interfacility Transfers

Exhibit G – Alternative Care Site Map

**EXHIBIT A**  
**SHARED RESPONSIBILITIES**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
For Fiscal Year 2020-2021

The parties agree to share the responsibilities as follows:

1. HOSPITAL agrees to all of the following:

- a. Daily operations of the Alternative Care Site (ACS) upon activation including, without limitation, obtaining the necessary permission and licensing requirements from California Department of Public Health to operate the ACS.
- b. Provide appropriately licensed and/or registered medical personnel to treat low acuity COVID patients in the event that the HOSPITAL is operating at surge capacity. Details of staffing levels are outlined in Exhibit B – County Staffing Plan and Exhibit C – St. Joseph Hospital Medical Staffing Plan.
- c. Provide medical equipment, supplies, and technology needed to treat patients at the ACS as outlined in the table below.
- d. Upon the end of the use of the ACS, HOSPITAL will be responsible for the cleanup and demobilization of HOSPITAL owned equipment and supplies.
- e. HOSPITAL will ensure that COUNTY equipment and supplies are returned to COUNTY.
- f. Provide transportation of patients between sites in accordance with the Emergency Medical Transportation Plan attached hereto as Exhibit F - Emergency Response Plan/Interfacility Transfers.

2. COUNTY agrees to all of the following:

- a. Provide and maintain the ACS facility as outlined in the table below.
- b. Provide staffing support in the areas of facility maintenance for the exterior of the ACS which includes weekly pick up of garbage.
- c. Provide a team of Emergency Operations Center (EOC) staff that will coordinate and deliver food to the ACS from HOSPITAL.
- d. Support the medical treatment of patients by providing back up medical supplies as necessary to treat patients.
- e. Upon the end of the use of the ACS, the COUNTY will be responsible for the cleanup and demobilization of the COUNTY owned equipment and supplies.
- f. COUNTY will ensure that HOSPITAL equipment and supplies are returned to HOSPITAL.
- g. COUNTY shall keep maintain its equipment in good repair, condition, and working order, and shall furnish and install at its sole cost and expense, any and all parts, mechanisms, and devices required to keep the equipment in good mechanical and working order, and pay any and all personal property taxes assessed against such equipment.

Category	COUNTY	HOSPITAL
<b>ACS Activation Plan</b>	<p>Upon notification of ACS activation from the St. Joseph Hospital, the Emergency Operations Center (EOC) ACS Lead will work to establish activation time frames. Medical Surge Unit will notify Operation Section Chief who will notify EOC Command. The plan will be conveyed to all EOC Command staff to activate support teams (Food Delivery team and Personal Hygiene Team) as outlined in the staffing section (Exhibit C &amp; D)</p>	<p>Upon 75% of hospital bed capacity the St. Joseph Hospital Lead will contact the COUNTY Medical Surge Unit to establish time frames for activation.</p> <p>During Business Hours 8am-5pm</p> <p>ACS Lead – Holly Miller (707)273-2601</p> <p>Director of Medical Surge Unit – Megan Blanchard (707) 362-1657</p> <p>Deputy Director of Medical Surge Unit – Josh Ennis (707) 445-6028</p> <p>After business hours contact the Sheriff Dispatch (707) 445-7319 and ask for the On-Call Health Officer</p>

Category	COUNTY	HOSPITAL
<b>ACS- Building</b>	<p>County Facilities will address needs outside of the facility which may include but is not limited to repairs to fencing, outdoor lighting and outdoor water systems.</p> <p>The ACS Facility Currently Includes:</p> <ul style="list-style-type: none"> <li>• Heating</li> <li>• Shower Trailer and services of those trailers/ ADA Shower</li> <li>• Handwashing stations</li> <li>• Beds (90) ward</li> <li>• Bathrooms (men and woman)</li> <li>• Trailers for personal protective equipment (PPE) donning/doffing</li> <li>• Generator Switch</li> <li>• Fire Retardant Plastic Sheeting</li> <li>• High-Efficiency Particulate Air ("HEPA") Filtration as required for four cycles of air per hour.</li> </ul>	<p>HOSPITAL facilities staff will be responsible for response to the inside of the facilities need, including, without limitation, costs and repairs to the inside of the facility if activated.</p> <p>HOSPITAL will use existing vendor contracts or extensions thereof for complications within the facility.</p> <p>In the event that the facility is activated, HOSPITAL will provide a generator and fuel in case of emergencies.</p> <p>HOSPITAL will pay to COUNTY the equivalent of the cost of the generator switch and the HEPA Filtration system in rent costs for November and December rent of the facility.</p> <p>HOSPITAL will pay to COUNTY half of the rent of the facility pursuant to Exhibit B – Schedule of Rates.</p>
<b>Air Filtration</b>	<p>COUNTY will purchase a HEPA Filtration system in accordance with the California Office of Statewide Health Planning and Development recommendations for air purification of the building.</p>	<p>HOSPITAL will reimburse COUNTY for the cost of the HEPA filtration system pursuant to Exhibit B – Schedule of Rates</p>

Category	COUNTY	HOSPITAL
<b>Back-up Power</b>	COUNTY will arrange for upgrade to electrical panel to include a generator switch in lieu of rent costs by HOSPITAL.	HOSPITAL will reimburse COUNTY for generator switch costs pursuant to Exhibit B – Schedule of Rates
<b>Staffing</b>	<p>COUNTY will provide support and coordination with the EOC as needed or requested. EOC staff will support food delivery and Personal Protective Equipment (“PPE”) training (see Dietary and Training section of this document).</p> <p>Refer to Exhibit B for COUNTY staffing plan.</p>	<p>HOSPITAL will provide appropriately licensed and/or registered medical staffing and environmental services staff as necessary to accommodate the number of patients receiving care at the ACS. Respiratory therapists will be provided as needed. Refer to Exhibit C and D-Staffing Plan.</p> <p>HOSPITAL will provide nursing ratios of 10:1 with aides as required.</p> <p>Staffing ratios will be determined based on the disaster response and medical surge aligned with approval from CDPH State Licensing.</p> <p>Registry through Medical Society, Public Health. California Health Corps, AMN Registry, other Providence sites may be used to identify staffing. HOSPITAL will hire additional staffing through their Human Resources structure.</p>
<b>Technology</b>	<p>Access to Wi-fi is provided with the building through Redwood Acres Fairground.</p> <p>COUNTY will supply HOSPITAL with requested office equipment including, without limitation, printers and scanners, as available.</p>	<p>HOSPITAL will supply the Electronic Medical Record (“EMR”) and the technology that is needed to run and maintain EMRs.</p> <p>Training and support on the use of the EMRs to staff appropriately.</p> <p>Cellular devices will be the primary communication device at the ACS.</p> <p>HOSPITAL will provide the COUNTY a resource request for additional office equipment including, without limitation, printers and scanners. HOSPITAL acknowledges and agrees that COUNTY may be unable to fulfill this request.</p>
<b>Environmental Services (cleaning and waste disposal)</b>	Provide waste management services (garbage/recycling).	<p>Provide Environmental Services, staff and supplies for the ACS.</p> <p>HOSPITAL will determine environmental services staff need based on patient census.</p>

Category	COUNTY	HOSPITAL
		HOSPITAL will dispose of medical waste at the ACS as an extension of the HOSPITAL waste disposal process.
<b>Beds/Linens/Laundry</b>	<p>COUNTY has worked with the State of California to provide or acquire:</p> <ul style="list-style-type: none"> <li>• Beds (90) with mattress.</li> <li>• Pillows/pillow cases (100) for the ACS.</li> <li>• Bed linen</li> <li>• 200 towels and wash cloths</li> <li>• Scrubs for ACS staff</li> </ul> <p>Medical Health Operational Area Coordinator ("MHOAC") request will be made for the additional requests once local supplies and resources have been exhausted. Pending approval for state fulfillment of the requested resource</p>	<p>HOSPITAL will amend contract with Mission Linens to include laundry services for the ACS.</p> <p>Small supply of disposable paper pants and tops or gowns for patients.</p>
<b>Dietary</b>	COUNTY will assist with the development of a plan for meal delivery, including, without limitation, the establishment of a meal delivery team to transport meals from HOSPITAL to ACS, and the provision of hot/cold food transportation boxes as required.	<p>Provide meals- breakfast, lunch, dinner and snacks for patients within the ACS.</p> <p>Assign point of contact to work with the food delivery team.</p>
<b>Medical Supplies &amp; Patient Hygiene supplies</b>	<p>COUNTY does not have a mechanism for ongoing purchasing of medical supplies.</p> <p>COUNTY will work with HOSPITAL to establish a list of back up supplies needed.</p> <p>Oxygen tanks and oxygen tank refill systems.</p> <p>Provide team of staff to for the assembling of personal hygiene kits for patients.</p> <p>MHOAC Request will be made for the additional requests once local supplies and resources have</p>	<p>HOSPITAL will provide medical supplies as needed based on the standard of care within the ACS.</p> <p>HOSPITAL will be responsible for procuring additional medical supplies for needed care within the ACS as needed.</p>



Category	COUNTY	HOSPITAL
	<p>been exhausted. Pending approval for state fulfillment of the requested resource.</p>	
<p><b>Personal Protective Equipment (PPE) and Infection Prevention</b></p>	<p>COUNTY will provide PPE per CDC guidelines for response to COVID-19 in Healthcare Facility.</p> <p>For COUNTY-supplied PPE including, without limitation Powered Air Purifying Respirators ("PAPR"), COUNTY will train HOSPITAL staff on the use and maintenance of the equipment.</p> <p>COUNTY will request from the MHOAC for additional resources once local supplies and resources have been exhausted. Pending approval for state fulfillment of the requested resources.</p>	<p>HOSPITAL will be responsible for training and fit testing for PPE.</p>
<p><b>Pharmaceuticals</b></p>	<p>Provide lock boxes for narcotics and pharmaceutical cart.</p>	<p>Provide Pharmacy oversight for the ACS.</p> <p>HOSPITAL will provide all medications and pharmacy services including, without limitation, all of the following:</p> <ul style="list-style-type: none"> <li>• Distribution of pharmaceuticals via the Pyxis system</li> <li>• Connectivity to the Pyxis medical distribution system</li> </ul>
<p><b>Security</b></p>	<p>COUNTY will provide security for the outside of the building.</p> <p>If the ACS is activated, COUNTY will increase security through cooperation with law enforcement agencies.</p> <p>The level of security will be dependent on the number of patients currently at the ACS and HOSPITAL need.</p>	<p>HOSPITAL will provide security for the inside of the facility.</p>

Category	COUNTY	HOSPITAL
Training	<p>COUNTY will provide training through the ACS Leader (Holly Miller) for the following:</p> <p>Facilities:</p> <p>Fire extinguisher, emergency exits, gas shut off valve, oxygen tank/holders, beds, nursing station, dressing areas, handwashing stations, meals, showers, Emergency Response Plan, and ACS Manual.</p> <p>PPE Trailers:</p> <p>PAPR check in/check out, how to use trailers.</p> <p>Provide PPE training to St. Joseph staff as needed.</p>	HOSPITAL to provide training on EMRs.

**EXHIBIT B**  
**SCHEDULE OF RATES**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
For Fiscal Year 2020-2021

HOSPITAL shall reimburse COUNTY at the following rates:

Partial rent reimbursement for the months of November, 2020 through December, 2020 at an amount equal to the cost of the generator switch and HEPA filtration system	\$20,000.00
Rent reimbursement for the months of January, 2021 through March, 2021	\$18,000.00
Calculation: \$200/day x 90 days	
Rent reimbursement for the months of April, 2021 through June, 2021	\$18,200.00
Calculation: \$200/day x 91 days	
<b>Total:</b>	<b>\$56,200.00</b>

HOSPITAL will reimburse COUNTY upon receipt of an approved invoice for anticipated rental costs incurred by COUNTY for the months of January, 2021 through June, 2021 pursuant to the terms and conditions of this MOU no later than December 31, 2020.

**EXHIBIT C**  
**COUNTY STAFFING PLAN**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
For Fiscal Year 2020-2021

<b>Position</b>	<b>Duties</b>
Medical Surge Branch Alternative Care Site Group Leader	Point of contact for Alternative Care Site, training on facility and PPE
Logistics Service Branch Director	Coordination of facility, food delivery and hygiene kits
Deputy Logistics Chief	Facilitate repairs to outside of facility as needed
Logistics Alternative Care Site Leader	Coordination of food delivers and leading food delivery team
Logistics Food Delivery	Food delivery/hygiene kit assembly
Logistics Food Delivery	Food delivery/hygiene kit assembly
Safety Officer	Ensure overall safety to the operations of the exterior of the Alternative Care Site

**EXHIBIT D**  
**HOSPITAL STAFFING PLAN**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
For Fiscal Year 2020-2021

**Executive Administrator** 1.0 FTE Dan Kelly, CNO St Joseph

**Charge Nurse** 1.0 FTE Five day a week coverage to manage operations

**Nurse to Patient Ratio**

**Day Shift 0600 - 1800**

- 1 RN 1 Nurse Aide per 10 beds.
- 2 RN 2 Nurse Aides per 20 beds
- 3 RN 3 Nurse Aides per 30 beds
- 4 RN 4 Nurse Aides per 40 beds
- 5 RN 5 Nurse Aides per 50 bed
- 6 RN 6 Nurse Aides per 60 beds
- 7 RN 7 Nurse Aides per 70 beds
- 8 RN 8 Nurse Aides per 80 beds
- 9 RN 9 Nurse Aides per 90 beds
- 10 RN 10 Nurse Aides per 100 beds

**Night Shift 1800 – 0600**

- 1 RN 1 Nurse Aide per 10 beds.
- 2 RN 2 Nurse Aides per 20 beds
- 3 RN 3 Nurse Aides per 30 beds
- 4 RN 4 Nurse Aides per 40 beds
- 5 RN 5 Nurse Aides per 50 bed
- 6 RN 6 Nurse Aides per 60 beds
- 7 RN 7 Nurse Aides per 70 beds
- 8 RN 8 Nurse Aides per 80 beds
- 9 RN 9 Nurse Aides per 90 beds
- 10 RN 10 Nurse Aides per 100 beds

Depending on acuity and needs of population we could add additional nurse aides when needed. Have a resource pool of 4 additional Nurse Aides should acuity be higher than expected.

#### **Total Staff Needs**

Total Administrative FTE 2.0

Total Caregiver FTE 20.0 RN 20.0 Nurse Aides

Resource pool 8.0 nurse aides if needed

#### **Medical Coverage**

2 FTE needed to cover 12 hours shifts 7 days a week 0800 – 2000 daily.

FTE could be Nurse Practitioner and or MD.

**EXHIBIT E**  
**HOSPITAL ENVIRONMENTAL SERVICES STAFFING PLAN**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
For Fiscal Year 2020-2021

ACS - 0-20 Patients									
Dayshift	SU	MO	TU	WE	TH	FR	SA	NAME	TOTAL
Dayshift 1 - 7:00a-330 p	8	8	8	8	8	8	8		56
Evening Shift									
Evening shift 2 3 p-1130p	8	8	8	8	8	8	8		56
Night Shift									
Night shift 3 11p-0730a	8	8	8	8	8	8	8		56
<b>TOTAL</b>	24	24	24	24	24	24	24		168
									336
								<b>TOTAL</b>	<b>4.2</b>
ACS - 20-50 Patients									
Dayshift	SU	MO	TU	WE	TH	FR	SA	NAME	TOTAL
Dayshift 1 700a-330p	8	8	8	8	8	8	8		56
Dayshift 2 700a-330p	8	8	8	8	8	8	8		56
Evening Shift									
Evening shift 1 3p-1130p	8	8	8	8	8	8	8		56
Night Shift									
Night shift 1 11p-0730a	8	8	8	8	8	8	8		56
<b>TOTAL</b>	32	32	32	32	32	32	32		224
									448
								<b>TOTAL</b>	<b>5.6</b>
ACS - 50-100 Patients									
Dayshift	SU	MO	TU	WE	TH	FR	SA	NAME	TOTAL
Dayshift 1 700a-330p	8	8	8	8	8	8	8		56
Dayshift 2 700a-330p	8	8	8	8	8	8	8		56
Dayshift 3 700a-330p	8	8	8	8	8	8	8		56
Evening Shift									
Evening shift 1 3p-1130p	8	8	8	8	8	8	8		
Evening shift 2 3p-1130p	8	8	8	8	8	8	8		56
Night Shift									
Night Shift 1 11p-0730a	8	8	8	8	8	8	8		56
<b>TOTAL</b>	48	48	48	48	48	48	48		336
									616
								<b>TOTAL</b>	<b>7.7</b>

**EXHIBIT F**  
**EMERGENCY RESPONSE PLAN/INTERFACILITY TRANSFERS**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
For Fiscal Year 2020-2021

**PURPOSE:**

Should a surge result in a significant increase in emergency call volume or in addition to the need to facilitate patient movement between acute care hospitals and the Alternate Care Site at Redwood Acres. City Ambulance and Arcata-Mad River Ambulance have plans in place to augment the number of staffed ambulances significantly.

**Interfacility Transports:**

For ambulance transports from Mad River Community Hospital or St. Joseph Hospital to the Alternate Care Site at Redwood Acres, contact the ambulance dispatch at 707-442-4553.

In addition to the standard information relayed for all routine patient transports, the COVID positive status of the patient, as well as the need for oxygen, should be specified.

Communication will be made upon leaving the hospital so that Healthcare workers inside the Redwood Acres Francheschi Hall will know when to expect their arrival. EMS will enter through the designated area and come to the front doors, where a handoff will be provided outside the building—releasing care to Redwood Acres Healthcare workers.

**Emergent Calls within Francheschi Hall:**

Requests for an emergency response to the Alternate Care Site at Redwood Acres should be made through the 911 system. The nature of the call and the patient's condition will dictate the level of response, ALS/BLS, and the urgency of the response, immediate or scheduled.

City Ambulance will be the responding provider to calls at the ACS. Arcata-Mad River Ambulance will respond to the ACS only if they are covering the Eureka area as part of standard mutual aid procedures.

Communication will be made through 911 and will provide all the pertaining information asked by 911 Dispatch. Redwood Acres Healthcare Workers will specify which door the patient is closest to. If the patient is unable to move to the closet exit outside, EMS, then with appropriate PPE, will enter and treat the patient.

If possible, the patient will be brought to the closest door and outside the facility.

PPE will be supplied by the ambulance provider that comes to the facility. Appropriate donning and doffing trailers will be provided.



**EXHIBIT G**  
**ALTERNATIVE CARE SITE MAP**  
**ST. JOSEPH HEALTH NORTHERN CALIFORNIA, LLC**  
 For Fiscal Year 2020-2021

