

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

841



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
August 18, 2011

SUBJECT: Ratify the Multi-Year Agreement with Palo Verde Hospital for Base Hospital Services.
(Contract #12-006).

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Hospital Base Agreement with Palo Verde Hospital for the provision of support for Emergency Medical Care Services for the performance period of July 20, 2011 through June 30, 2013; and
- 2) Authorize the Purchasing Agent to sign subsequent no money Amendments for the period of July 20, 2011 through June 30, 2013; and
- 3) Authorize the Chairman to execute four (4) copies of said Agreement.

BACKGROUND (Continued on Page 2):

BM/ys/td

Susan D. Harrington
Susan Harrington, Director
Department of Public Health

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY *Debra Cournoyer*
Debra Cournoyer

Dep't Recomm.: ☐ Consent ☐ Policy ☒
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3.28

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL
DATE 8/23/11
BY: NEAL R. KIPNIS
Departmental Concurrence
Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

SUBJECT: Ratify the Multi-Year Agreement with Palo Verde Hospital for Base Hospital Services. (Contract #12-006).

BACKGROUND Continued:

This new agreement with Palo Verde Hospital will allow for the continued provision of immediate medical direction and continuing education of paramedics in Riverside County's Emergency Medical Services (EMS) system.

Upon completion of a written contractual agreement Palo Verde Hospital will be contractually responsible for medical direction and supervision of the advanced life support system as prescribed by Riverside County EMS Agency's policies, protocols and procedures.

This agreement is required under California Health and Safety Code Sections 1797.58 and 1798.100 thru 1798.105 and Section 100168 of Division 9, Title 22 of the California Code of Regulations.

This new Base Hospital Agreement has been enhanced from the previous Agreement that expired on June 30, 2010.

Highlights of the enhancements are:

1. Additional requirements for Quality Improvement (QI) Plan upgrades.
2. Requirements for Base Hospital representatives to participate in EMS advisory and work group meetings.
3. Requirements for backup recording system for paramedics requesting on-line medical direction.
4. Requirements for Base Hospitals to employ a designated Mobile Intensive Care Nurse (MICN) twenty-four (24) hours per day, seven (7) days a week to provide immediate medical direction to paramedics.
5. Requirements for Base Hospitals to employ a full time Prehospital Liaison Nurse (PLN) and specifies the PLN's responsibilities.
6. Requirements for additional continuing education for MICNs and Base Hospital physicians.
7. Specifies continuing education requirements that each Base Hospital shall provide for paramedics, MICNs and Base Hospital physicians.

These modifications will help make our EMS system even better by requiring the same higher standards from all Base Hospitals in Riverside County.

This agreement has no Net County Cost (NCC).

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 12-006	RFP NO. ----
FUND 10000	DEPARTMENT ID 4200101700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 20, 2011 thru June 30, 2013	
COUNTY CONTACT: Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Peter Klune, CEO Ph: (760) 921-5151 Fax: (760) 921-5201 Peter.Klune@paloverdehospital.org			
PROGRAM NAME: Base Hospital			

This Agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Department of Public Health], hereinafter referred to as COUNTY, and Palo Verde Hospital, hereinafter referred to as HOSPITAL.

WITNESSETH:

WHEREAS, Health and Safety Code Section 1798.100 authorizes the local Emergency Medical Services (EMS) Agency, with the approval of its medical director, to designate and contract with hospitals or other entities approved by the medical director of the Agency to provide medical direction of pre-hospital emergency medical care personnel, within its areas of jurisdiction; and

WHEREAS, the State of California Code of Regulations, Title 22, Section 100168 of Division 9, requires local EMS agencies to have written agreements with a base hospital indicating requirements for program participation as specified by law and by the agency's policies and procedures; and

WHEREAS, the Emergency Medical Services Plan, has been approved by the County of Riverside, Board of Supervisors on October 4, 1994.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 thru 12.

HOSPITAL

By _____
Peter Klune, CEO

Printed Name of Signee

Date _____

COUNTY

By _____
Bob Buster, Chairman, Board of Supervisors

Printed Name of Signee

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED BY COUNTY CLERK
BY NEAL P. KIPNIS
DATE 11/11/11

Section 1: Definitions.

As used in this Agreement, the following words and terms shall have the meanings described below:

- a. Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.
- b. ALS Providers - EMT-Paramedic pre-hospital personnel certified by the State of California and accredited by the County to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a County approved ALS Service Provider County.
- c. ALS Service Provider Agency - A public or private organization that has been approved by the County to provide ALS services within county as an authorized part of the regional EMS system.
- d. Base Hospital - One of a limited number of hospitals which, upon designation by the County and upon the completion of a written contractual agreement or agreement with the County, is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and pre-hospital care system assigned to it by the County.
- e. Base Hospital Physician - An Emergency Department physician, employed by a Base Hospital, who has undergone an EMS Agency approved orientation to the Riverside County Emergency Medical System.
- f. Call - A response by pre-hospital care personnel to a request for emergency medical services.
- g. Continuous Quality Improvement (CQI) Plan - The evaluation of emergency medical services to identify where personnel performance or the system itself can be improved the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus, a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken, to assure that emergency medical services maintain the standard of care established for those services.
- h. County - Riverside County Emergency Medical Services Agency.
- i. Emergency Medical Services (EMS) - The services utilized for medical emergencies.
- j. EMS System - The specially organized arrangement which provides for the

personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within a county.

- k. Local EMS Agency - The agency having primary responsibility for administration of emergency medical services in a county and/or region.
- l. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base Hospital and who has received training and is authorized by the Medical Director of the EMS Agency to issue instructions to EMT-Ps within an EMS system according to standardized procedures developed by the EMS Agency as defined by California laws.
- m. Pre-hospital Liaison Nurse – A registered nurse who is authorized as an MICN by the EMS Agency’s medical director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of pre-hospital emergency medical care personnel.
- n. Ambulance Turn-around time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

Section 2: County’s Obligation.

- a. County shall be responsible for the accreditation and authorization of pre-hospital personnel and MICNs based on the requirements established by County and requirements of California Health and Safety Code, Division 2.5 or subsequently chaptered law of the State of California.
- b. County shall develop policies, procedures, and protocols in accordance with Division 2.5 of the Health and Safety Code and California Code of Regulations, Title 22.

Section 3: Hospital’s Obligation as a Base Hospital.

- a. Base Hospital shall meet all requirements set forth in, but not limited to, the California Code of Regulations, Title 22, as it pertains to Base Hospital.
- b. Hospital shall provide appropriately authorized or certified personnel 24 hours per day for uninterrupted on-line medical direction.
- c. Base Hospital shall follow the policies and procedures of the EMS Agency including patient treatment, triage, patient destination, patient diversion and inter-facility transfers.
- d. Base Hospital agrees to accept any and all patients who are under the immediate care of pre-hospital emergency medical care personnel.
- e. Base Hospital shall develop and implement, in cooperation with other EMS system participants, a hospital-specific written EMS QI program, as defined in Title 22, Division 9, Chapter 12, Article 1, Section 100400, and in accordance with County policies and procedures. This program shall be in accordance with the Emergency Medical Services System Quality Improvement Model Guidelines (Rev. 3/04) and shall be approved by the EMS Agency. This program shall address, but not be limited to, the following:

- i. Personnel
 - ii. Equipment and Supplies
 - iii. Documentation
 - iv. Clinical Care and Patient Outcome
 - v. Skills Maintenance/Competency
 - vi. Transportation/Facilities
 - vii. Public Education/Prevention
 - viii. Risk Management
- f. Base Hospital shall monitor protocol compliance by field personnel and report deviations, from such protocol to the EMS Agency within the time frames specified in Policy #2200.
- g. Base Hospital shall provide the EMS Agency with an annual update to their QI program, from the date of approval and annually thereafter on the hospital EMS QI Program, in accordance with Title 22, Division 9, Chapter 12, Article 3, Section 100403 (b), and with County policies and protocols.
- h. Base Hospital shall submit their current QI program to the EMS Agency for review one (1) year after initial approval, and every five (5) years thereafter.
- i. Base Hospital shall participate in County's EMS System planning by participation in ad-hoc groups formed by the EMS Agency, and by attending at least 50% of all Pre-hospital Medical Advisory Committee and/or Emergency Medical Care Committee meetings.
- j. Base Hospital shall participate in County's EMS CQI Technical Advisory Group or other ad-hoc QI groups as requested by the EMS Agency.
- k. Base Hospital shall have and agrees to utilize and maintain two-way communications equipment, as specified by the EMS Agency, capable of direct two-way voice communications with ALS providers in the County's EMS system and with the EMS Agency.
- l. Base Hospital shall have, utilize and maintain an inter-hospital communications system such as ReddiNet, or other such system approved by the EMS Agency.
- m. Base Hospital shall have and agrees to utilize and maintain dedicated telephone lines directly in the emergency department for medical direction communications with pre-hospital emergency medical personnel.
- n. Base Hospital shall record, either digitally or analog, all radio and telephone medical direction communications, maintain such recordings for a minimum of one (1) year, and use such recordings exclusively for auditing, continuing education and review approved by the EMS Agency.
 - i. Base Hospital shall maintain a backup recording system in the event that the primary recording system fails.

- 1 o. Base Hospital shall employ a physician licensed in the State of California who is
2 certified or eligible for certification by the American Board of Emergency Medicine
3 or the Advisory Board for Osteopathic Emergency Medicine, to be available at all
4 times to provide immediate medical direction to MICNs or pre-hospital emergency
5 medical care personnel. This physician shall be experienced in and have knowledge
6 of base hospital radio operations and the EMS Agency's policies, procedures and
7 protocols.
- 8 p. Base Hospital shall have a designated MICN to provide immediate medical direction
9 to pre-hospital emergency medical care personnel twenty four (24) hours per day,
10 seven (7) days per week, authorized by the medical director of the EMS Agency
11 available. MICNs shall be required to attend:
- 12 i. At least two skills days per year, as approved by the EMS Agency
13 ii. At least two base hospital meetings per year, as approved by the EMS
14 Agency.
- 15 q. The Designated MICN position shall take effect within 30 days of the date of this
16 contract being signed.
- 17 r. Base Hospital shall designate a Base Hospital Medical Director who shall be a
18 physician on the hospital staff, meeting the requirements of Section 3. The Base
19 Hospital Medical Director, or his/her physician designee, shall be responsible for:
- 20 i. Medical direction and supervision of the pre-hospital program within
21 Hospital's area of responsibility, including review of patient care records
22 and evaluation of personnel.
- 23 ii. Evaluation of the care provided to pre-hospital patients and the
24 performance of Hospital's base hospital physicians and MICNs as well as
25 pre-hospital personnel.
- 26 iii. Participating in County's Continuous Quality Improvement program by
27 participating in at least 50% of CQI TAG meetings or other ad-hoc QI
28 committees as specified by the EMS Agency.
- 29 iv. Ensure that Hospital's base hospital physicians are knowledgeable in the
30 EMS Agency's policies, procedures and protocols and are capable of
31 providing on-line medical direction. This shall be accomplished by an
32 orientation program, approved by the EMS Agency, to be presented to
33 each physician prior to his/her assuming EMS medical direction duties.
34 All base hospital physicians shall receive a re-orientation at least every
35 two (2) years, or more often if needed.
- 36 s. Base Hospital shall designate a Base Hospital Pre-hospital Liaison Nurse (PLN) who
37 is authorized as an MICN by the EMS Agency's medical director, to assist the Base
38 Hospital Medical Director in the quality assurance, medical direction and supervision
39 of pre-hospital emergency medical care personnel. Base Hospitals offering at least

one (1) specialty center designation (i.e., STEMI Receiving Center, Trauma Center) shall employ a full time (at least 36 hours per week) PLN.

- i. Hospital shall have until the execution of this agreement to institute the PLN as a full-time position.
- t. Pre-hospital Liaison Nurse shall be responsible for:
 - i. Ensuring that each MICN and Base Hospital Physician maintains annual competencies, as approved by the EMS Agency, on Riverside County EMS Agency protocol/policy changes.
 - ii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for evaluating all MICNs at least annually.
 - iii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for identifying and reviewing calls that deviate from Riverside County EMS protocols. This policy/protocol/procedure shall be in accordance with County policies, protocols and procedures.
- u. Base Hospital shall provide continuing education for MICNs, paramedics, Base Hospital physicians, and EMTs in accordance with County's policies, protocols, procedures, and Performance Standards. This education shall include, but not be limited to:
 - i. Field Care Audits.
 - ii. Base Hospital meetings.
 - iii. Protocol updates.
 - iv. Standardized courses such as ACLS, BCLS, PALS, PHTLS, approved by the EMS Agency.
 - v. At least two (2) skills days per year shall be presented in accordance with the EMS Agency Performance Standards.
 - vi. Other educational offerings as may be deemed necessary by the EMS Agency.
- v. Base Hospital shall provide training for Emergency Department staff as may be required by County policies, procedures and protocols. This training shall include, but not be limited to, policies/protocols/procedures for dealing with contaminated equipment per OSHA standards, such as backboards, left at the hospital by pre-hospital personnel.
- w. Base Hospital shall equip Emergency Department with equipment as may be specified by the EMS Agency as it relates to emergency preparedness.
- x. Base Hospital shall participate in research studies requested and approved by the EMS Agency.
- y. Base Hospital shall actively participate in the EMS Agency's data system, including its development, implementation and management at Hospital in accordance with the EMS Agency's policies, procedures, and protocols. Participation shall be defined as attendance at more than fifty percent of EMS Agency's data system meetings.

- 1 z. Base Hospital shall allow for follow-up of pre-hospital patients, including patient
2 outcome data, to the EMS Agency within their facility in accordance with local, state,
3 and federal regulations.
- 4 i. Base Hospital shall adhere to all federal, state, and the EMS Agency's
5 regulations, policies and protocols concerning confidentiality of
6 patient/medical records.
- 7 ii. Base Hospital shall make every effort to accept ambulance patients and
8 free the ambulance to be available to respond to other calls within 20
9 minutes of arrival at the Hospital.
- 10 iii. Base Hospital must participate in at least 80% of all HAVBED or other
11 polls as requested by the EMS Agency.

12 **Section 4: Hospital Reimbursement.**

13 Hospital shall not bill or otherwise charge patients for supplies or services provided to
14 patients by pre-hospital personnel at the scene of an emergency, during transport to Hospital, or
15 other emergency facility, and before arrival at Hospital. However, Hospital may charge the pre-
16 hospital provider for supplies used at the scene and during transport to Hospital's facility if replaced
17 by Hospital. County shall not be liable for any of Hospital's fees or charges whatsoever.

18 **Section 5: Term/Termination.**

19 The term of Agreement shall begin July 20, 2011 and shall continue until June 30, 2013.
20 This Agreement may be terminated by either party upon one hundred and eighty (180) days written
21 notice to the other.

22 **Section 6: Independent Contractor Status**

23 Each party shall be solely responsible for its own employees. Each party shall pay all
24 wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to
25 applicable law and in connection with any and all services under this Agreement. Each party shall
26 be responsible for all reports and obligations respecting their own personnel, including, but not
27 limited to, social security taxes, income tax withholding, unemployment insurance, and workers'
28 compensation insurance. Employees or agents of one party shall not be deemed employees of the
other for any purpose. Each party shall defend, indemnify and hold harmless the other party from
and against any and all expenses or liabilities of any kind arising from or incident to any claim by
any, employee of the indemnifying party or any governmental agency relating to wages, salaries,
overtime, benefits or other obligations of the indemnifying party to any employee thereof.

29 **Section 7: Notices**

30 All notices permitted or required under this Agreement shall be given to the respective parties at the
31 following addresses, or at such other addresses as the respective parties may provide in writing for
32 this purpose:

Hospital:

Palo Verde Hospital
 250 North First Street
 PO Box Drawer Z
 Blythe, CA 92226-0766
 Attn: Peter Klune, CEO
 Phone Number: (760) 921-5151
 Facsimile Number: (951) 921-5201

County:

Riverside County EMS Agency
 4065 County Circle Drive
 Riverside, California 92503
 Attn: EMS Director
 Phone Number: (951) 358-5029
 Facsimile Number: (951) 358-5160

Such notices may be provided by personal delivery, by first class mail, by express delivery or by facsimile transmission. Notice shall be deemed made as follows: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery services, and (D) when sent via facsimile transmission, upon actual delivery as documented by any verifiable facsimile transmission record. Facsimile transmission shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 8: Cooperation and Further Acts

The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 9: Non-Discrimination

Hospital shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all requirements of the law regarding non-discrimination and affirmative action including those laws pertaining to the prohibition against qualified handicapped persons in all programs or activities. For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex, national origin, age or physical or mental handicap include, but not limited to, the following:

- a. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or in a different manner or at a different time from that provided to other eligible persons under this Agreement.
- b. Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service, except when necessary for infection control.
- c. Restricting the ineligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- d. Treating an ineligible person differently from others in determining whether he/she satisfies an eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar services or benefit.
- e. The assignment of time or places for provisions of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

Section 10: Insurance

Without limiting or diminishing the Hospital's obligation to indemnify or hold the County harmless, Hospital shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage(s) during the term of this Agreement.

Workers' Compensation:

If Hospital has employees as defined by the State of California, Hospital shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident. Policy shall be endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of Hospital's performance of its obligations hereunder. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an Additional Insured. Policy's limit of liability shall not be less than one million (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability:

If Hospital's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Hospital shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than one million (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials, employees, agents, or representatives as an Additional Insured.

Professional Liability Insurance:

Professional Liability Insurance (Errors & Omissions) providing coverage for performance of work included within this Agreement, with a limit of liability of not less than two million (\$2,000,000) per occurrence and four million (\$4,000,000) annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificated of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

General Insurance Provisions – All lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or

cancellation of coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage(s) and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. *Hospital shall furnish the County of Riverside an original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within 30 days of signing this Agreement.*

- c. It is understood and agreed by the parties hereto and the Hospital's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. Hospital may meet the above insurance obligation by either purchasing insurance, through a program of self-insurance, or by participation in a Joint Powers Insurance Authority.
- e. *Failure on the part of Hospital to produce or maintain required insurance or the self-insurance program shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement*

Section 11: Attorney's Fees

If any party commences an action against another party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

Section 12: Indemnification

Hospital shall indemnify and hold County harmless from any liability whatsoever, based or asserted upon services of Hospital, its agents, employees, or subcontractors, arising out of or in any way relating to this Agreement, for property damage, bodily injury, or death or any other element of damage of any kind or nature resulting from acts, failures to act, omissions, errors, negligence, including willful acts or intentional acts of Hospital, its officers, agents, employees or subcontractors hereunder, and Hospital shall defend, at its sole expense, including but not limited to attorney fees, County, Special Districts, their respective Directors, Officers, Board of Supervisors, employees, agents, and subcontractors in any legal claim or action based upon such alleged acts or omissions.

Section 13: Entire Agreement; Amendments

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

Section 14: Governing Law

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

Section 15: Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties.

Section 16: Assignment or Transfer

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 17: Construction, References and Captions

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any party shall include all officials, officers, employees and agents of that party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Section 18: Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give any other party any contractual rights by custom, estoppels, or otherwise.

Section 19: No Third Party Beneficiaries

There are no third party beneficiaries of any right or obligation assumed by the parties.

Section 20: Invalidity and Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In

1 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise
2 unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal
3 counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend
4 this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment
5 cannot be made in a manner which preserves all essential parts of the consideration for any party,
6 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

7 **Section 21: Authority to Execute Agreement**

8 Each party warrants that it has all requisite power and authority to conduct its business and
9 to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who
10 signed this Agreement have the legal power to make this Agreement and bind each respective party
11 hereto.

12 **Section 22: Counterparts**

13 This Agreement may be signed in one or more counterparts, each of which shall constitute
14 an original.

15 **Section 23: HIPAA Compliance**

- 16 a. The Parties agree to take reasonable steps to maintain the confidentiality of all health
17 care files and client data, and shall use appropriate safeguards to prevent
18 inappropriate use of disclosure of individually identifiable patient information except
19 as permitted by this contract or as required by law. Each Party shall immediately
20 report to the other any impermissible use of disclosure that occurs as to such files and
21 data. Each Party agrees to destroy, in a secure manner, or return to the other all
22 patient health information shared upon termination of this Agreement as determined
23 by the other. Breach of this provision may serve as ground for termination of the
24 Agreement.
- 25 b. The Parties agree that in the event that either subcontracts their duties and/or
26 obligations created by this Agreement, said subcontractors shall be required to
27 comply with Section 23.a. above.
- 28 c. The Parties agree that the Agreement may be amended as necessary to comply with
any federal regulations issued under the Health Insurance Portability and
Accountability Act (HIPAA) of 1996 or other law or regulation promulgated for
HIPAA's purpose.

29 **Section 24: State/Federal Participation.**

Each Party warrants that neither it nor its employees are listed by a federal or state agency as
debarred, excluded, or otherwise ineligible for participation in any state or federal health care
program(s).