

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

842



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
August 16, 2011

SUBJECT: Ratify the Agreement with JFK Memorial Hospital for designation as an ST Segment Elevation Myocardial Infarction (STEMI) Receiving Center. (Contract #12-007)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement with JFK Memorial Hospital for designation as a STEMI Receiving Center, from August 1, 2011 through June 30, 2013 with options to extend the term of the agreement for one term of three (3) years; and
- 2) Authorize the Purchasing Agent to sign subsequent amendments, including extension amendments until June 30, 2016; and
- 3) Authorize the Chairperson to execute four (4) copies of the contract.

BACKGROUND (Continued on page 2)

BM/ys

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

FINANCIAL
DATA

Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
Annual Net County Cost:	\$ N/A	For Fiscal Year:	11/12

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

Policy ☒

Policy ☒

Consent ☐

Consent ☐

Dept't Recomm.: ☐

Per Exec. Ofc.: ☐

Prev. Agn. Ref.:

District: ALL

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.29

FORM APPROVED COUNTY COUNSEL
BY: *Neal F. Kipnis*
DATE: 8/23/11
Departmental Concurrence

Mark Seller, Assistant Director
Purchasing

SUBJECT: Ratify the Agreement with JFK Memorial Hospital for designation as an ST Segment Elevation Myocardial Infarction (STEMI) Receiving Center. (Contract #12-007)

BACKGROUND continued:

Each year in the United States, over half a million Americans suffer from a heart attack. Early recognition followed by rapid definitive treatment has been shown to significantly decrease morbidity and mortality associated with heart attacks. A subset of heart attacks, known as ST Segment Elevation Myocardial Infarction (STEMI), can be identified by paramedics in the field. The American Heart Association/American College of Cardiology has released evidence based guidelines for the establishment of systems of care that optimize outcomes for patients suffering from STEMI.

Critical components of those guidelines are rapid recognition and treatment in the field followed by transport to a hospital capable of providing immediate advanced cardiac procedures within pre-established timelines. Following these guidelines the EMS Agency has developed policies, protocols and procedures required to implement a STEMI care system in Riverside County. Central to that system is the designation of hospitals as STEMI Receiving Centers. Hospitals receiving STEMI Center designation have met strict criteria for advanced cardiac treatment capability, medical oversight, cardiac focused education/training, continuous quality improvement and data reporting. Establishing STEMI Receiving Centers within Riverside County will provide paramedics and Base Hospital Physicians a definitive care option shown to improve the outcome for STEMI patients. JFK Memorial Hospital joins Desert Regional Medical Center, Eisenhower Medical Center, Riverside Community Hospital, Loma Linda University Medical Center (San Bernardino County), Palomar Medical Center (San Diego County) and San Antonio Community Hospital (San Bernardino County) as Riverside County designated STEMI Receiving Centers.

COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 12-007	RFP NO. ----
FUND 10000	DEPARTMENT ID 4200101700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE August 1, 2011 thru June 30, 2013	
COUNTY CONTACT: Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Dan Bowers, CEO Ph: (760) 775-8019 Fax: (760) 775-8014 Dan.bowers@tenethealth.com			
PROGRAM NAME: STEMI Receiving Center			

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 JFK Memorial 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 STEMI receiving centers, 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 hospitals 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 Dan Bowers
Dan Bowers, CEO
DAN BOWERS
Printed Name of Signee
Date 8-11-11

COUNTY

By _____
Bob Buster, Chairman, Board of Supervisors

Printed Name of Signee

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE _____

Section 1: Definitions.

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

- a. "EMS Agency" means the County of Riverside, Emergency Medical Services Agency.
- b. "STEMI Patient" means a person evaluated by in the field authorized pre-hospital personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require STEMI Receiving Center services.
- c. "STEMI Care System" means an integrated pre-hospital and hospital program that is intended to direct patients with field identified ST Segment Elevation Myocardial Infarction directly to hospitals with specialized capabilities to promptly treat these patients.
- d. "Pre-hospital Medical Advisory Committee" means the multi-disciplinary committee, comprised of representatives from the STEMI Receiving Centers and other EMS system stakeholders designated by the EMS Agency, which evaluates the Emergency Medical Care System, makes recommendations for system improvements, and functions in an advisory capacity on EMS System issues. Committee members designated by the EMS Agency may include, but are not limited to, STEMI Receiving Center medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- e. "STEMI Receiving Center" or "SRC" means a licensed general acute care facility meeting STEMI Receiving Center Standards, which has been designated as a STEMI Receiving Center by COUNTY.
- f. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet STEMI Receiving Center Standards.
- g. "STEMI Information System" means the computer information system maintained by each STEMI Receiving Center which captures the presentation, diagnostic, treatment and outcome data sets required by COUNTY and the STEMI Receiving Center Standards.
- h. "STEMI Receiving Center Standards" means the standards applicable to STEMI Receiving Centers set forth in EMS Agency policies and procedures, as may be amended from time to time.

Section 2: Term.

This agreement shall begin August 1, 2011 and continue until June 30, 2013. If the EMS Agency determines that HOSPITAL has satisfactorily performed all obligations herein and satisfied the STEMI Receiving Center Standards, COUNTY shall have the option to

1 extend the term of this Agreement for one additional term of three (3) years, upon notice
2 to agreement of HOSPITAL, under the terms and conditions provided herein. In no case
3 shall this agreement be extended beyond one additional three (3) year term.

4 **Section 3: Site Review Fee.**

5 Unless it possesses a Society for Chest Pain Center Accreditation with PCI, HOSPITAL
6 shall pay the COUNTY a Site Review Fee in the amount of five thousand dollars
7 (\$5,000). The fee payment shall be used to reimburse the COUNTY'S costs associated
8 with the EMS Agency's assessment and review of the HOSPITAL'S competencies and
9 capabilities to serve as a STEMI Receiving Center as provided by this Agreement. The
10 fee shall be paid in full prior to the initiation of the EMS Agency's site review activities.

11 **Section 4: Obligations of HOSPITAL.**

- 12 a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI
13 patient that comes to the emergency department of HOSPITAL, regardless of the
14 STEMI patient's ability to pay physician fees and/or hospital costs. For the
15 purpose of this Agreement, the phrase "comes to the emergency department" shall
16 have the same meaning as set forth in the Emergency Medical Treatment and
17 Active Labor Act (42 U.S.S. §1395dd) and the regulations promulgated there
18 under (EMTALA). HOSPITAL acknowledges that COUNTY makes no
19 representation, and does not guarantee that STEMI patients will be delivered or
20 diverted to HOSPITAL for care and cannot assure that a minimum number of
21 STEMI patients will be delivered to HOSPITAL during the term of this
22 Agreement.
- 23 b. Any transfer of a STEMI patient by HOSPITAL must be in accordance with
24 EMTALA.
- 25 c. HOSPITAL shall comply with STEMI Receiving Center Standards.
- 26 d. HOSPITAL shall monitor compliance with STEMI Receiving Center Standards
27 on a regular and ongoing basis. Documentation of such efforts shall be available
28 to the EMS Agency upon request.
- e. HOSPITAL shall provide all persons, employees, supplies, equipment, and
facilities needed to perform the services required under this Agreement.
- f. HOSPITAL shall notify the EMS Agency, in writing, of any failure to meet
STEMI Receiving Center Standards, and take corrective action within a
reasonable period of time to correct the failure.
- g. HOSPITAL shall immediately notify the EMS Agency of any circumstances that
will prevent HOSPITAL from providing STEMI Receiving Center Services.
- h. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any
identified failure to meet STEMI Receiving Center Standards, within the

timeframes established by the EMS Agency. The current policies and procedures can be viewed at <http://www.remsa.us/policy/>.

- i. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transport of STEMI patients.
- j. HOSPITAL shall actively and cooperatively participate as a member of the Pre-hospital medical Advisory Committee (PMAC), and such other related committees that may, from time to time, be named and organized by the EMS Agency
- k. HOSPITAL shall maintain a STEMI Information System and submit STEMI Information System data to EMS Agency on a regular basis, as requested by the EMS Agency. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards unless additional data points are adopted by the STEMI System Committee.

Section 5: Obligations of the COUNTY via the EMS Agency.

- a. The EMS Agency shall meet and consult with HOSPITAL prior to the adoption of any policy or procedure that concerns the administration of the STEMI Care System, or the triage, transport, and treatment of STEMI Patients.
- b. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Pre-hospital Medical Advisory Committee, pre-hospital system data related to STEMI care.
- c. The EMS Agency will strive to optimize the overall effectiveness of the STEMI Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

Section 6: Financial Responsibility.

COUNTY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITAL'S responsibilities under this Agreement, including any costs or expenses incurred by HOSPITAL for services provided to STEMI Patients lacking the ability to pay for services.

Section 7: Audits and Inspections.

The EMS Agency and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL'S performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL'S staff and STEMI program participants. At any time during

normal business hours, as often as the EMS Agency may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to the EMS Agency, upon the EMS Agency's request, all of HOSPITAL'S records with respect to all matters covered by this Agreement.

Section 8: Termination.

- a. Termination without Cause. The EMS Agency may terminate this Agreement without cause upon ninety (90) days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the EMS Agency.
- b. Termination for Cause by EMS Agency. EMS Agency may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL'S opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 - i. any material breach of this Agreement by HOSPITAL;
 - ii. any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 - iii. any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk of mortality and/or morbidity for the STEMI Patient;
 - iv. submission by Hospital to the EMS Agency reports or information that HOSPITAL knows or should know are incorrect in any material aspect;
 - v. any failure by HOSPITAL to comply with STEMI Receiving Center Standards;
 - vi. loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation by the Joint Commission on the Accreditation of Health Care Organizations (JCAHO) or an equivalent accreditation body;
 - vii. any failure to comply with a plan of correction imposed by the EMS Agency;
 - viii. any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL'S diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 - ix. repeated failure to submit specified reports, STEMI Information System data, or other information required under this Agreement.

c. Opportunity to Cure. Prior to the exercise of the EMS Agency's right to terminate for cause, the EMS Agency shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. The EMS Agency may shorten the Correction period to no less than seven (7) days if the EMS Agency determines that HOSPITAL'S action or inaction has seriously threatened, or will seriously threaten, public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of the EMS Agency, or the EMS Agency has not approved a plan of correction within the Correction Period, the EMS Agency may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to the EMS Agency's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by the EMS Agency.

Section 9: Maintenance of Records.

HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify STEMI Patients from all other patients.

Section 10: Reports, Evaluations and Research Studies.

HOSPITAL shall, as may be reasonably requested by the EMS Agency, participate in evaluation and/or research designed to show the effectiveness of the STEMI Care System; and shall submit reports and materials on its STEMI services as reasonably requested by the EMS Agency. These reports, evaluation and studies shall be used by the EMS Agency to analyze and generate aggregate statistical reports on the STEMI Care System performance.

Section 11: Hold Harmless/Indemnification.

Hospital shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, agents, employees, subcontractors, agents or representatives

from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by HOSPITAL, HOSPITAL shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOSPITAL'S indemnification to COUNTY as set forth herein. HOSPITAL'S obligation hereunder shall be satisfied when HOSPITAL has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.

Section 12: 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 the HOSPITAL has employees as defined by the State of California, the HOSPITAL shall maintain statutory 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 \$1,000,000 per person per accident. The 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, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name The County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Addition Insured's. 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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used 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 tow (2) times the occurrence limit. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

Professional Liability Insurance:

HOSPITAL shall maintain Professional Liability Insurance providing coverage for the HOSPITAL'S performance of work included within this Agreement, with a limit of liability of not less than (one million) \$1,000,000 per occurrence and (two million) \$2,000,000 annual aggregate. If HOSPITAL'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the terms of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL 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:

- i. 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 A: VIII (A :*) 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.

- 1 ii. The HOSPITAL'S insurance carrier(s) must declare its insurance
2 self-insured retentions. If such self-insured retentions exceed (five
3 hundred thousand) \$500,000 per occurrence such retentions shall
4 have the prior written consent of the County Risk Manager before
5 the commencement of operations under this Agreement. Upon
6 notification of self insured retention unacceptable to the
7 COUNTY, and at the election of the County's Risk Manger,
8 HOSPITAL'S carriers shall either 1) reduce or eliminate such self-
9 insured retention as respects this Agreement with the COUNTY, or
10 2) procure a bond which guarantees payment of losses and related
11 investigations, claims administration, and defense costs and
12 expenses.
- 13 iii. HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to
14 furnish the County of Riverside with either 1) a properly executed
15 original Certificate(s) of Insurance and certified original copies of
16 Endorsements effecting coverage as required herein, and 2) if
17 requested to do so orally or in writing by the County Risk
18 Manager, provide original certified copies of policies including all
19 Endorsements and all attachments thereto, showing such insurance
20 is in full force and effect. Further, said Certificate(s) and policies
21 of insurance shall contain the covenant of the Insurance, carrier(s)
22 those thirty (30) days written notice shall be given to the County of
23 Riverside prior to any material modification, cancellation,
24 expiration or reduction in coverage of such insurance. In the event
25 of a material modification, cancellation, expiration, or reduction in
26 coverage, this Agreement shall terminate forthwith, unless the
27 County of Riverside receives, prior to such effective date, another
28 properly executed original Certificate of Insurance and original
copies of endorsements or certified original policies, including all
endorsements and attachments thereto evidencing coverage's set
forth herein and the insurance required herein is in full force and
effect. HOSPITAL shall not commence operations until the
COUNTY has been furnished original Certificate(s) of Insurance
and certified original copies of endorsement and if requested,
certified original copies of endorsements and if requested, certified
original policies of insurance including all endorsements and any
and all other attachments as required in the Section. An individual
authorized by the insurance carrier to do so, on its behalf shall sign
the original endorsements for each policy and the Certificate of
Insurance.

- iv. It is understood and agreed to by the parties hereto that the HOSPITAL'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional expenditures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the HOSPITAL has become inadequate.
- vi. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- viii. HOSPITAL agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Section 13: Conflicts of Interest.

Neither HOSPITAL nor the EMS Agency shall exert any direct or indirect influence that would cause or contribute to the transport of STEMI Patients to a facility other than the closest STEMI Receiving Center, except as specifically authorized by EMS Agency policy or procedures. HOSPITAL and EMS Agency shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

Section 14: Compliance.

The parties shall comply with applicable federal, state, and local laws, rules and regulations, and EMS Agency policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and or certifications laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C section 1320d

et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

Section 15: Nondiscrimination.

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102.

HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender/sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

Section 16: Confidentiality.

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. The EMS Agency agrees that it is a "Health Oversight Agency" under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to EMS Agency, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, and medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital, other than the medical staff committee responsible for evaluating STEMI care. Disclosure of any medical staff document to EMS Agency shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from the EMS Agency by a third party, the EMS Agency shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

Section 17: Mutual Cooperation.

It is agreed that mutual non-competition among the designated STEMI Receiving Centers, as well as their associated helicopter services, is vital to providing optimal medical care under the STEMI Care System. In furtherance of such cooperation, HOSPITAL agrees to provide access to the helipad, of any, located at HOSPITAL to all helicopter services, to the extent necessary to triage and/or transport STEMI Patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

Section 18: Contract Administrators.

The EMS Agency Director, or designee, and HOSPITAL'S Chief Executive Officer, or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

Section 19: Notices.

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives at the addresses cited below:

Hospital:

John F. Kennedy
47-111 Monroe Street
Indio, California 92201
Attn: CEO
Phone Number: (760) 775-8019
Facsimile Number: (951) 775-8014

County:

Riverside County Emergency Medical Services Agency (EMS)
4065 County Circle Drive
Suite #102
Riverside, California 92503
Attn: EMS Director
Phone Number: (951) 358-5029

Section 20: Governing Law.

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

Section 21: Assignment.

HOSPITAL shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the EMS Agency. This provision shall not be applicable to services agreements or contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies, or technical support.

Section 22: No Third Party Beneficiaries.

The parties do not intend to confer and this Agreement shall not be construed to confer any rights to any person, group, corporation, or entity other than the parties.

Section 23: Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

Section 24: Severability.

If any provision of this Agreement is found by a court of competency jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

Section 25: Waiver.

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.