

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

808



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
June 19, 2013

**SUBJECT:** Ratify the multi-year agreements for Advance Life Support Services with five paramedic base hospitals in Riverside County.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Hospital Base Agreements with Eisenhower Medical Center, John F. Kennedy Memorial Hospital, Riverside Community Hospital, Desert Regional Medical Center and Inland Valley Medical Center for the performance period of July 1, 2013 through June 30, 2015 for the provision of support for Emergency Medical Care Services;
- 2) Authorize the Purchasing Agent to sign subsequent no money amendments to the Hospital Base Agreements for the period of July 1, 2013 through June 30, 2015; and
- 3) Authorize the Chairman of the Board of Supervisors to execute four (4) copies of each said Agreement.

**BACKGROUND:** (Continued on page 2)

BM:av

*Susan D. Harrington*  
Susan Harrington, M.S., R.D. Director  
Department of Public Health

<b>FINANCIAL DATA</b>	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:	13/14

<b>SOURCE OF FUNDS:</b> N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
DATE: 6/19/13  
BY: NEAL R. KIPNIS  
Purchasing: Mark Seiler, Assistant Director

Policy  Policy   
Consent  Consent

Dep't Recomm.:  
Per Exec. Ofc.:

**Prev. Agn. Ref.:**

**District:** All

**Agenda Number:**

3-46

**SUBJECT:** Ratify the multi-year agreements for Advance Life Support Services with five paramedic base hospitals in Riverside County.

**BACKGROUND:** These new agreements with the above mentioned Base Hospitals in Riverside County will allow for the continued provision for immediate medical direction of paramedics in Riverside County's Emergency Medical Service System. A Base Hospital is one of a limited number of hospitals which, upon designation by the Riverside County Emergency Medical Services Agency (REMSA) and upon the completion of a written contractual agreement, is responsible for medical direction and supervision of the advanced life support system or limited advance life support system and pre-hospital system assigned to it by REMSA.

These agreements are 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.

These are no money agreements.

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/EMS		CONTRACT NO. 13-087	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$0-		PERIOD OF PERFORMANCE July 1, 2013 thru June 30, 2015	
COUNTY CONTACT: Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Sue Smothers (760) 775-8019			
PROGRAM NAME: Base Hospital			

This agreement is made and entered into by an between the **County of Riverside**, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "COUNTY", and **John F. Kennedy Memorial Hospital** hereinafter referred to as "HOSPITAL".

**WHITNESSETH:**

**WHEREAS**, Health and Safety Code Section 1798.100 authorizes the local Emergency 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 if pre-hospital emergency 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 a 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 s provided on pages 1 through 16.

**HOSPITAL**

**COUNTY**

By Amy L. H... [Signature]

By \_\_\_\_\_

Title CEO

Chairman, Board of Supervisors

Date 7/8/13

Date \_\_\_\_\_

ATTEST: Kecia Harper-Ihem, Clerk

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE 9/11/13

NEAL R. KIPNIS

DATE

## Base Hospital Agreement

### Between the County of Riverside and John F. Kennedy Memorial Hospital

#### 1. Definitions

1.1 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 prehospital 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 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 Hospital medical staff.

B. ALS Providers – Emergency Medical Technician (EMT)-Paramedic prehospital personnel licensed by the State of California and accredited by the Riverside County EMS Agency (REMSA) to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a REMSA approved ALS Service Provider.

C. Limited Advanced Life Support (LALS) Service Provider – A Service Provider approved by REMSA or State statute that utilizes Advanced EMS and/or EMT-II personnel.

D. Advanced EMT – A California certified EMT with additional training in limited advanced life support according to the standards prescribed by Title 22, Division 9, Chapter 3 of the California Code of Regulations, and who has a valid Advanced EMT wallet-sized certificate card issued pursuant to the aforementioned section of Title 22

E. ALS Service Provider Agency – a public or private organization that has been approved by REMSA to provide ALS services within County as an authorized part of the regional EMS system.

F. Ambulance Turn-around Time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

G. Base Hospital – One of a limited number of hospitals which, upon designation by REMSA and upon the completion of an agreement with REMSA is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the REMSA.

H. Base Hospital Physician – A physician and surgeon who is currently licensed in California, who is assigned to the Emergency Department of a Base Hospital, and who has been trained to issue advice and instructions to prehospital emergency medical care personnel consistent with statewide guidelines established by the authority.

I. Call – A response by prehospital care personnel to a request for emergency medical services.

J. Continuous Quality Improvement (CQI) – A formal approach to the analysis of performance and systematic efforts to improve it.

K. REMSA –The Riverside County Emergency Medical Services Agency.

L. Emergency Medical Services (EMS) – The services utilized for prehospital medical emergencies.

M. 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.

N. Local EMS Agency – The agency having primary statutory and regulatory responsibility for administration of emergency medical services in a county and/or region.

O. 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 REMSA Medical Director to issue

instructions to paramedics within an EMS system according to standardized procedures developed by REMSA as defined by California laws.

P. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the REMSA Medical Director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.

## **2. REMSA's Obligations**

2.1 REMSA shall be responsible for planning, implementing and evaluating the Riverside County emergency medical services system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.

2.2 REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

## **3. Hospital's Obligations as a Base Hospital**

3.1 Base Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.

3.2 Hospital shall provide appropriately authorized or certified personnel 24 hours per day in sufficient numbers to provide uninterrupted on-line medical direction.

3.3 Base Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.

3.4 Base Hospital shall monitor protocol compliance by field personnel and report deviations from REMSA protocols to the appropriate prehospital provider agency(s) and REMSA.

3.5 Base Hospital shall participate in County's EMS CQI Technical Advisory Group or other ad-hoc groups as requested by REMSA.

3.6 MICNs shall be required to attend:

A. At least two (2) skills days per year, as approved by REMSA.

B. At least two (2) Base Hospital meetings per year, as approved by REMSA.

3.7 Base Hospital shall provide training for Emergency Department staff as may be required by REMSA policies, procedures and protocols.

3.8 Base Hospital shall equip Emergency Department with any additional equipment as may be specified by REMSA as it relates to emergency preparedness.

3.9 Base Hospital shall participate in research studies as requested and approved by REMSA.

3.10 Base Hospital shall actively participate in REMSA's data system.

3.11 Base Hospital shall provide patient outcome data to REMSA, upon request, for individual patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to be used internally by REMSA to meet requirements for continuous quality improvement review and EMS system oversight pursuant to Federal, State and Local laws. All data and other information submitted by a Base Hospital to REMSA for the purpose of monitoring, evaluating or reporting on the necessity, quality and level of emergency services, including data or other information shall be subjected to California Evidence Code §1157.7.

3.12 Base Hospital shall adhere to all Federal, State, and the REMSA's regulations, policies, and protocols concerning the confidentiality of patient/medical records.

3.13 Base Hospital shall make every effort to accept ambulance patients and free the ambulance to be available to respond to other calls within 30 minutes of arrival at the Hospital.

3.14 Base Hospital shall implement processes to work cooperatively with ambulance providers and REMSA staff to return ambulances to services as soon as possible when multiple ambulances are being held in the Emergency Department (ED) for extended periods of time.

3.15 Base Hospital shall implement procedures for notifying the EMS Duty Officer of issues and incidents that affect or may affect the EMS system, including but not limited to:

- A. Activation of internal disaster procedures.
- B. Safety issues for patients or prehospital providers.
- C. Disruption of emergency medical care capability or ability to receive patients.
- D. Need for hospital evacuation
- E. Disruption in communications capability (ies) with the field, Base Hospital, or the REMSA Communications Center (REMSCOM).
- F. Excessive delay in transfer of care time leading to the holding of 9-1-1 ambulances.
- G. Provide the insurance/billing information of patients transported to the hospital to the EMS transport service.

3.16 Base Hospital must participate in at least 80 percent of all HAVBED or other polls as requested by REMSA.

3.17 Base Hospital shall agree to maintain and provide upon request to REMSA within 60 days after the end of the preceding month all relevant data for program monitoring and evaluation of the EMS system. Such data may include, but not be limited to:

- A. A copy of the Base Hospital report
- B. ST Segment Elevation Myocardial Infarction (STEMI) reports
- C. Stroke data
- D. Airship utilization



E. Volume indicators, such as the total number of Base Hospital contacts, multi-casualty incident (MCI) calls managed by the Base Hospital, or specialty center designation calls (e.g., trauma, STEMI, Stroke) managed by the Base Hospital.

F. Core Measures, as required by the State or REMSA.

G. Other data as requested.

#### **4. Hospital Reimbursement.**

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

#### **5. Term/Termination.**

5.1 The Term of Agreement shall begin on the date this Agreement is executed and shall continue until June 30, 2015. This Agreement may be terminated by either party without cause upon one hundred and eighty (180) days written notice to the other.

5.2 REMSA may terminate this agreement with 90 days notice for uncorrected failures by the Base Hospital to meet the obligations contained within this agreement.

#### **6. Independent Contractor Status**

6.1 Each party shall be solely responsible for its own employees. Each party shall pay all wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' 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.

## 7. Notices

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

*Hospital:* John F. Kennedy Memorial Hospital  
 Attn: Gary Honts, CEO  
 47111 Monroe St.  
 Indio, CA 92201  
[Monica.Padilla@tenethealth.com](mailto:Monica.Padilla@tenethealth.com)  
 Phone: (760) 347-6191

*County:* Riverside County EMS Agency  
 Attn: Bruce Barton, EMS Director  
 4065 County Circle Drive  
 Riverside, California 92503  
[BBarton@rivcocha.org](mailto:BBarton@rivcocha.org)  
 Phone: (951) 358-5029

7.2 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.
- 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 service
- 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.

## **8. Cooperation and Further Acts**

8.1 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.

## **9. Non-Discrimination**

9.1 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.

9.2 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.

## **10. Insurance**

10.1 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 coverages during the term of this Agreement:

A. 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 (\$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.

B. 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 dollars (\$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.

C. 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 dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit it shall apply separately to this agreement of 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.

D. Professional Liability Insurance: Professional Liability Insurance (Error & Omissions), providing coverage for performance of work included within the Agreement, with a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$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/her 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 Certificate of Insurance the Consultant has maintained continuous coverage with the seam 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.

E. General Insurance Provisions: (1) 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. (2) The Hospital shall cause their insurance carrier(s) to

furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 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. (3) 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. (4) 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. (5) Failure on the part of the 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.

**11. Attorney's Fees**

11.1 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.

**12. Indemnification**

12.1 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.

**13. Entire Agreement; Amendments**

13.1 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.

**14. Governing Law**

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

**15. Successors and Assigns**

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

**16. Assignment or Transfer**

16.1 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.

**17. Construction, Reference and Captions**

17.1 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 the convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**18. Waiver**

18.1 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same of 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, estoppel, or otherwise.

**19. No Third Party Beneficiaries**

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

**20. Invalidity and Severability**

20.1 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 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise unenforceable



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

## **21. Authority to Execute Agreement**

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

## **22. Counterparts**

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

## **23. HIPAA Compliance**

23.1 The Parties agree to take reasonable steps to maintain the confidentiality of all health care files and client data, and shall use appropriate safeguards to prevent inappropriate use or disclosure of individually identifiable patient information except as permitted by this contract or as required by law. Each Party shall immediately report to the other any impermissible use or disclosure that occurs as to such files and data. Each Party agrees to destroy, in a secure manner, or return to the other all patient health information shared upon termination of this Agreement as determined by the other. Breach of this provision may serve as ground for termination of the Agreement.

23.2 The Parties agree that in the event that either subcontracts their duties and/or obligations created by this Agreement, said subcontractors shall be required to comply with Section 23.1 above.

**24. State/Federal Participation.**

24.1 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 of federal health care program(s).

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

BY: \_\_\_\_\_  
AUG 05 2013  
LEGISLATIVE FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/EMS		CONTRACT NO. <u>11-015 13-088</u>	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2013 thru June 30, 2015	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Rigo Lopez (760) 773-4391			
PROGRAM NAME: Base Hospital			

This agreement is made and entered into by an between the County of Riverside, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as COUNTY, and Eisenhower Medical Center hereinafter referred to as HOSPITAL.

**WHITNESSETH:**

**WHEREAS**, Health and Safety Code Section 1798.100 authorizes the local Emergency 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 if pre-hospital emergency 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 a 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 s provided on pages 1 through 16.

HOSPITAL

COUNTY

By Anna Mostofi  
Anna Mostofi, MD, RA NEA-BC  
 Title V.P. Pat. Care Svcs/CNO

By \_\_\_\_\_  
 Chairman, Board of Supervisors

Date 7/02/2013

Date \_\_\_\_\_

ATTEST:

FORM APPROVED COUNTY COUNSEL  
 BY: Neal R. Kipnis 7/4/13  
 DATE

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**Base Hospital Agreement**

**Between the County of Riverside and Eisenhower Medical Center**

**1. Definitions**

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B. ALS Providers – Emergency Medical Technician-Paramedic prehospital personnel licensed by the State of California and accredited by the Riverside County EMS Agency (REMSA) to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a REMSA approved ALS Service Provider.

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D. Advanced EMT – A California certified EMT with additional training in limited advanced life support according to the standards prescribed by Title 22, Division 9, Chapter 3 of the California Code of Regulations, and who has a valid Advanced EMT wallet-sized certificate card issued pursuant to the aforementioned section of Title 22

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2 REMSA to provide ALS services within County as an authorized part of the regional EMS system.

3 F. Ambulance Turn-around Time – The time beginning when an ambulance arrives at an  
4 Emergency Department until they are available to respond to another call.

5 G. Base Hospital – One of a limited number of hospitals which, upon designation by REMSA  
6 and upon the completion of an agreement with REMSA is responsible for medical direction and  
7 supervision of the advanced life support system or limited advanced life support system and  
8 prehospital care system assigned to it by the REMSA.

9  
10 H. Base Hospital Physician – A physician and surgeon who is currently licensed in California,  
11 who is assigned to the Emergency Department of a Base Hospital, and who has been trained to issue  
12 advice and instructions to prehospital emergency medical care personnel consistent with statewide  
13 guidelines established by the authority.

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15 services.

16  
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18 and systematic efforts to improve it.

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20 L. Emergency Medical Services (EMS) – The services utilized for prehospital medical  
21 emergencies.

22 M. EMS System – The specially organized arrangement which provides for the personnel,  
23 facilities, and equipment for the effective and coordinated delivery of EMS services within a County.

24  
25 N. Local EMS Agency – The agency having primary statutory and regulatory responsibility for  
administration of emergency medical services in a county and/or region.

1 O. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base  
2 Hospital and who has received training and is authorized by the REMSA Medical Director to issue  
3 instructions to paramedics within an EMS system according to standardized procedures developed by  
4 REMSA as defined by California laws.

5 P. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the REMSA  
6 Medical Director to assist the Base Hospital Medical Director in the quality assurance, medical  
7 direction and supervision of prehospital emergency medical care personnel.

## 9 **2. REMSA's Obligations**

10 2.1 REMSA shall be responsible for planning, implementing and evaluating the Riverside County  
11 emergency medical services system including the designation and function of Base Hospitals in  
12 accordance with the California Health and Safety Code, Division 2.5, the California, the California  
13 Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.

14 2.2 REMSA shall develop and implement policies, protocols and procedures that establish  
15 requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the  
16 organized Riverside County EMS system.

## 18 **3. Hospital's Obligations as a Base Hospital**

19 3.1 Base Hospital shall meet all requirements set forth in the California Health and Safety Code,  
20 Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures  
21 implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and  
22 operation as a Base Hospital within the organized Riverside County EMS system.

23 3.2 Hospital shall provide appropriately authorized or certified personnel 24 hours per day in  
24 sufficient numbers to provide uninterrupted on-line medical direction.  
25

1 3.3 Base Hospital agrees to accept any and all patients who are under the immediate care of  
2 prehospital emergency medical care personnel.

3 3.4 Base Hospital shall monitor protocol compliance by field personnel and report deviations  
4 from REMSA protocols to the appropriate prehospital provider agency(s) and REMSA.

5 3.5 Base Hospital shall participate in County's EMS CQI Technical Advisory Group or other ad-hoc  
6 groups as requested by REMSA.

7 3.6 MICNs shall be required to attend:

8 A. At least two (2) skills days per year, as approved by REMSA.

9 B. At least two (2) Base Hospital meetings per year, as approved by REMSA.

10 3.7 Base Hospital shall provide training for Emergency Department staff as may be required by  
11 REMSA policies, procedures and protocols.

12 3.8 Base Hospital shall equip Emergency Department with any additional equipment as may be  
13 specified by REMSA as it relates to emergency preparedness.

14 3.9 Base Hospital shall participate in research studies as requested and approved by REMSA.

15 3.10 Base Hospital shall actively participate in REMSA's data system.

16 3.11 Base Hospital shall provide patient outcome data to REMSA, upon request, for individual  
17 patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to  
18 be used internally by REMSA to meet requirements for continuous quality improvement review and  
19 EMS system oversight pursuant to Federal, State and Local laws. All data and other information  
20 submitted by a Base Hospital to REMSA for the purpose of monitoring, evaluating or reporting on the  
21 necessity, quality and level of emergency services, including data or other information shall be  
22 subjected to California Evidence Code §1157.7.  
23  
24  
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1 3.12 Base Hospital shall adhere to all Federal, State, and the REMSA's regulations, policies, and  
2 protocols concerning the confidentiality of patient/medical records.

3 3.13 Base Hospital shall make every effort to accept ambulance patients and free the ambulance  
4 to be available to respond to other calls within 30 minutes of arrival at the Hospital.

5 3.14 Base Hospital shall implement processes to work cooperatively with ambulance providers  
6 and REMSA staff to return ambulances to services as soon as possible when multiple ambulances are  
7 being held in the Emergency Department (ED) for extended periods of time.

8 3.15 Base Hospital shall implement procedures for notifying the EMS Duty Officer of issues and  
9 incidents that affect or may affect the EMS system, including but not limited to:  
10

11 A. Activation of internal disaster procedures.

12 B. Safety issues for patients or prehospital providers.

13 C. Disruption of emergency medical care capability or ability to receive patients.

14 D. Need for hospital evacuation

15 E. Disruption in communications capability (ies) with the field, Base Hospital, or the REMSA  
16

17 Communications Center (REMSCOM).

18 F. Excessive delay in transfer of care time leading to the holding of 9-1-1 ambulances.

19 G. Provide the insurance/billing information of patients transported to the hospital to the  
20 EMS transport service.

21 3.16 Base Hospital must participate in at least 80 percent of all HAvBED or other polls as  
22 requested by REMSA.

23 3.17 Base Hospital shall agree to maintain and provide upon request to REMSA within 60 days  
24 after the end of the preceding month all relevant data for program monitoring and evaluation of the  
25 EMS system. Such data may include, but not be limited to:



1 A. A copy of the Base Hospital report

2 B. ST Segment Elevation Myocardial Infarction (STEMI) reports

3 C. Stroke data

4 D. Airship utilization

5 E. Volume indicators, such as the total number of Base Hospital contacts, multi-casualty  
6 incident (MCI) calls managed by the Base Hospital, or specialty center designation calls (e.g., trauma,  
7 STEMI, Stroke) managed by the Base Hospital.

8 F. Core Measures, as required by the State or REMSA.

9 G. Other data as requested.

10  
11 **4. Hospital Reimbursement.**

12 4.1 Hospital shall not bill or otherwise charge patients for supplies or services provided to  
13 patients by prehospital personnel at the scene of an emergency, during transport to Hospital, or  
14 other emergency facility, and before arrival at Hospital. However, Hospital may charge the  
15 prehospital provider for supplies used at the scene and during transport to Hospital's facility if  
16 replaced by Hospital. County shall not be liable for any of Hospital's fees or charges whatsoever.  
17

18 **5. Term/Termination.**

19 5.1 The Term of Agreement shall begin on the date this Agreement is executed and shall  
20 continue until June 30, 2015. This Agreement may be terminated by either party without cause upon  
21 one hundred and eighty (180) days written notice to the other.

22 5.2 REMSA may terminate this agreement with 90 days notice for uncorrected failures by the  
23 Base Hospital to meet the obligations contained within this agreement.

24  
25 **6. Independent Contractor Status**

1           6.1 Each party shall be solely responsible for its own employees. Each party shall pay all wages,  
2 salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable  
3 law and in connection with any and all services under this Agreement. Each party shall be  
4 responsible for all reports and obligations respecting their own personnel, including but not limited  
5 to, social security taxes, income tax withholding, unemployment insurance, and workers'  
6 compensation insurance. Employees or agents of one party shall not be deemed employees of the  
7 other for any purpose. Each party shall defend, indemnify and hold harmless the other party from  
8 and against any and all expenses or liabilities of any kind arising from or incident to any claim by any  
9 employee of the indemnifying party or any governmental agency relating to wages, salaries,  
10 overtime, benefits or other obligations of the indemnifying party to any employee thereof.

12 **7. Notices**

13           7.1 All notices permitted or required under this Agreement shall be given to the respective  
14 parties at the following addresses, or at such other addresses as the respective parties may provide  
15 in writing for this purpose:

17           *Hospital:*                   Eisenhower Medical Center  
  Attn: Aubrey Serfling, CEO  
18                                       39000 Bob Hope Drive  
  Rancho Mirage, CA 92270  
19                                       [aserfling@emc.org](mailto:aserfling@emc.org)  
  Phone: (760) 773-1345

21           *County:*                       Riverside County EMS Agency  
  Attn: Bruce Barton, EMS Director  
22                                       4065 County Circle Drive  
23                                       Riverside, California 92503  
  [BBarton@rivcocha.org](mailto:BBarton@rivcocha.org)  
24                                       Phone: (951) 358-5029

25           7.2 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:

1 A. When personally delivered.

2 B. When mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage  
3 prepaid.

4 C. When sent by express delivery, upon delivery as documented by the delivery service

5 D. When sent via facsimile transmission, upon actual delivery as documented by any  
6 verifiable facsimile transmission record. Facsimile transmission shall be followed by first class  
7 delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed  
8 adequate notice on the date actual notice occurred, regardless of the method of service.  
9

## 10 **8. Cooperation and Further Acts**

11 8.1 The parties shall fully cooperate with one another, and shall take any additional acts or sign  
12 any additional documents as may be necessary, appropriate or convenient to attain the purposes of  
13 this Agreement.

## 14 **9. Non-Discrimination**

15 9.1 Hospital shall not discriminate in the provisions of services, allocation of benefits,  
16 accommodation of facilities, or employment of personnel, on the basis of ethnic group identification,  
17 race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital  
18 status, medical condition, or physical or mental handicap, and shall comply with all requirements of  
19 the law regarding non-discrimination and affirmative action including those laws pertaining to the  
20 prohibition against qualified handicapped persons in all programs or activities.  
21

22 9.2 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex,  
23 national origin, age or physical or mental handicap include, but not limited to, the following:  
24  
25

1 A. Denying an eligible person or providing to an eligible person any services or benefit which  
2 is different, or is provided in a different manner or in a different manner or at a different time from  
3 that provided to other eligible persons under this Agreement.

4 B. Subjecting an eligible person to segregation or separate treatment in any manner related  
5 to his/her receipt of any service, except when necessary for infection control.

6 C. Restricting the ineligible person in any way in the enjoyment of any advantage or privilege  
7 enjoyed by others receiving a similar service or benefit.

8 D. Treating an ineligible person differently from others in determining whether he/she  
9 satisfies an eligibility, membership, or other requirement or condition which individuals must meet in  
10 order to be provided a similar services or benefit.

11 E. The assignment of time or places for provisions of services on the basis of race, religion,  
12 color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

13  
14 **10. Insurance**

15 10.1 Without limiting or diminishing the Hospital's obligation to indemnify or hold the County  
16 harmless, Hospital shall procure and maintain or cause to be maintained, at its sole cost and expense,  
17 the following insurance coverages during the term of this Agreement:

18 A. Workers' Compensation: If Hospital has employees as defined by the State of California,  
19 Hospital shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of  
20 the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational  
21 Disease with limits not less than one million (\$1,000,000) per person per accident. Policy shall be  
22 endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a  
23 Borrowed Servant/Alternate Employer Endorsement.  
24  
25

1           B. Commercial General Liability: Commercial General Liability insurance coverage, including  
2 but not limited to, premises liability, contractual liability, completed operations, personal and  
3 advertising injury covering claims which may arise from or out of Hospital's performance of its  
4 obligations hereunder. Policy shall name the County of Riverside, special districts, their respective  
5 directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an  
6 Additional Insured. Policy's limit of liability shall not be less than one million dollars (\$1,000,000) per  
7 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
8 separately to this agreement or be no less than two (2) times the occurrence limit.  
9

10           C. Vehicle Liability: If Hospital's vehicles or mobile equipment are used in the performance of  
11 the obligations under this Agreement, Hospital shall maintain liability insurance for all owned non-  
12 owned or hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence  
13 combined single limit. If such insurance contains a general aggregate limit it shall apply separately to  
14 this agreement of be no less than two (2) times the occurrence limit. Policy shall name the County of  
15 Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials,  
16 employees, agents, or representatives as an additional insured.  
17

18           D. Professional Liability Insurance: Professional Liability Insurance (Error & Omissions),  
19 providing coverage for performance of work included within the Agreement, with a limit of liability of  
20 not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000)  
21 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis  
22 rather than an occurrence basis, such insurance shall continue through the term of this Agreement.  
23 Upon termination of this Agreement or the expiration or cancellation of the claims made insurance  
24 policy Consultant shall purchase at his/her sole expense either 1) an Extended Reporting  
25 Endorsement (also known as Tail Coverage): or 2) Prior Dates Coverage from a new insurer with a

1 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate  
2 through Certificate of Insurance the Consultant has maintained continuous coverage with the same  
3 or original insurer. Coverage provided under items: 1), 2), or 3) will continue for a period of five (5)  
4 years beyond the termination of this Agreement.

5 E. General Insurance Provisions: (1) Any insurance carrier providing insurance coverage  
6 hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than  
7 an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the  
8 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that  
9 specific insurer and only for one policy term. (2) The Hospital shall cause their insurance carrier(s) to  
10 furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and  
11 certified original copies of Endorsements effecting coverage as required herein; or if requested to do  
12 so orally or in writing by the County Risk Manager, provide original Certified copies of policies  
13 including all Endorsements and all attachments thereto, showing such insurance is in full force and  
14 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the  
15 insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of  
16 Riverside prior to any material modification or cancellation of such insurance. In the event of a  
17 material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless  
18 the County of Riverside receives, prior to such effective date, another properly executed original  
19 Certificate of Insurance and original copies of endorsements or certified original policies, including all  
20 endorsements and attachments thereto evidencing coverage(s) and the insurance required herein is  
21 in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall  
22 sign the original endorsements for each policy and the Certificate of Insurance. Hospital shall furnish  
23 the County of Riverside an original Certificate(s) of Insurance and certified original copies of  
24  
25

1 endorsements or policies of insurance including all endorsements and any and all other attachments  
2 as required in this Section within 30 days of signing this Agreement. (3) It is understood and agreed  
3 by the parties hereto and the Hospital's insurance company(s), that the Certificate(s) of Insurance  
4 and policies shall so covenant and shall be construed as primary insurance, and the County's  
5 insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be  
6 construed as contributory. (4) Hospital may meet the above insurance obligation by either  
7 purchasing insurance, through a program of self-insurance, or by participation in a Joint Powers  
8 Insurance Authority. (5) Failure on the part of the Hospital to produce or maintain required  
9 insurance or the self-insurance program shall constitute a material breach of this Agreement upon  
10 which County may immediately terminate or suspend this Agreement.

11  
12 **11. Attorney's Fees**

13 11.1 If any party commences an action against another party, either legal, administrative or  
14 otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation  
15 shall be entitled to have and recover from the losing party reasonable attorney's fees and all other  
16 costs of such action.  
17

18 **12. Indemnification**

19 12.1 Hospital shall indemnify and hold County harmless from any liability whatsoever, based or  
20 asserted upon services of Hospital, its agents, employees, or subcontractors, arising out of or in any  
21 way relating to this Agreement, for property damage, bodily injury, or death or any other element of  
22 damage of any kind or nature resulting from acts, failures to act, omissions, errors, negligence,  
23 including willful acts or intentional acts of Hospital, its officers, agents, employees or subcontractors  
24 hereunder, and Hospital shall defend, at its sole expense, including but not limited to attorney fees,  
25

1 County, Special Districts, their respective Directors, Officers, Board of Supervisors, employees,  
2 agents, and subcontractors in any legal claim or action based upon such alleged acts or omissions.

3 **13. Entire Agreement; Amendments**

4 13.1 This Agreement contains the entire Agreement of the parties with respect to the subject  
5 matter hereof, and supersedes all prior negotiations, understandings or agreements. This  
6 Agreement may only be modified by a writing signed by both parties.

7 **14. Governing Law**

8 14.1 This Agreement shall be governed by the laws of the State of California. Venue shall be in  
9  
10 Riverside County.

11 **15. Successors and Assigns**

12 15.1 This Agreement shall be binding on the successors and assigns of the parties.

13 **16. Assignment or Transfer**

14 16.1 No party shall assign, hypothecate, subcontract or transfer, either directly or by operation  
15 of law, this Agreement or any interest herein without the prior written consent of the other party.  
16 Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall  
17 acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.  
18

19 **17. Construction, Reference and Captions**

20 17.1 Since the parties or their agents have participated fully in the preparation of this  
21 Agreement, the language of this Agreement shall be construed simply, according to its fair meaning,  
22 and not strictly for or against any party. Any term referencing time, days or period for performance  
23 shall be deemed calendar days and not work days. All references to any party shall include all  
24 officials, officers, employees and agents of that party, except as otherwise specified in this  
25



1 Agreement. The captions of the various sections are for the convenience and ease of reference only  
2 and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3 **18. Waiver**

4 18.1 No waiver of any default shall constitute a waiver of any other default or breach, whether  
5 of the same of other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
6 or performed by a party shall give any other party any contractual rights by custom, estoppel, or  
7 otherwise.

8 **19. No Third Party Beneficiaries**

9 19.1 There are no third party beneficiaries of any right or obligation assumed by the parties.  
10

11 **20. Invalidity and Severability**

12 20.1 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
13 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
14 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise unenforceable  
15 by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the  
16 parties to this Agreement, the parties shall use their reasonable best efforts to amend this  
17 Agreement to remove the inappropriate provision(s); provided, however, that if the amendment  
18 cannot be made in a manner which preserves all essential parts of the consideration for any party,  
19 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.  
20

21 **21. Authority to Execute Agreement**

22 21.1 Each party warrants that it has all requisite power and authority to conduct its business and  
23 to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who  
24 have signed this Agreement have the legal power to make this Agreement and bind each respective  
25 party hereto.

1 **22. Counterparts**

2 22.1 This Agreement may be signed in one or more counterparts, each of which shall constitute  
3 an original.

4 **23. HIPAA Compliance**

5 23.1 The Parties agree to take reasonable steps to maintain the confidentiality of all health care  
6 files and client data, and shall use appropriate safeguards to prevent inappropriate use of disclosure  
7 of individually identifiable patient information except as permitted by this contract or as required by  
8 law. Each Party shall immediately report to the other any impermissible use of disclosure that occurs  
9 as to such files and data. Each Party agrees to destroy, in a secure manner, or return to the other all  
10 patient health information shared upon termination of this Agreement as determined by the other.  
11 Breach of this provision may serve as ground for termination of the Agreement.

12  
13 23.2 The Parties agree that in the event that either subcontracts their duties and/or obligations  
14 created by this Agreement, said subcontractors shall be required to comply with Section 23.1 above.

15 **24. State/Federal Participation.**

16  
17 24.1 Each Party warrants that neither it nor its employees are listed by a federal or state agency  
18 as debarred, excluded, or otherwise ineligible for participation in any state of federal health care  
19 program(s).  
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COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

RECEIVED  
JUL 01 2013

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/EMS		CONTRACT NO. 13-089	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2013 thru June 30, 2015	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Jennifer Wilson (951) 788-3176			
PROGRAM NAME: Base Hospital			

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

**WHITNESSETH:**

**WHEREAS**, Health and Safety Code Section 1798.100 authorizes the local Emergency 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 if pre-hospital emergency 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 a 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 s provided on pages 1 through 16.

HOSPITAL

COUNTY

By Patricia D. Bullock

By \_\_\_\_\_

Title CEO

Chairman, Board of Supervisors

Date 6/14/2013

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL ATTEST:  
BY: Neal R. Kipnis DATE 6/14/13

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## Base Hospital Agreement

### Between the County of Riverside and Riverside Community Hospital

#### 1. Definitions

1.1 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 prehospital 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 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 Hospital medical staff.

B. ALS Providers – Emergency Medical Technician (EMT)-Paramedic prehospital personnel licensed by the State of California and accredited by the Riverside County EMS Agency (REMSA) to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a REMSA approved ALS Service Provider.

C. Limited Advanced Life Support (LALS) Service Provider – A Service Provider approved by REMSA or State statute that utilizes Advanced EMS and/or EMT-II personnel.

D. Advanced EMT – A California certified EMT with additional training in limited advanced life support according to the standards prescribed by Title 22, Division 9, Chapter 3 of the California Code of Regulations, and who has a valid Advanced EMT wallet-sized certificate card issued pursuant to the aforementioned section of Title 22

1 E. ALS Service Provider Agency – a public or private organization that has been approved by  
2 REMSA to provide ALS services within County as an authorized part of the regional EMS system.

3 F. Ambulance Turn-around Time – The time beginning when an ambulance arrives at an  
4 Emergency Department until they are available to respond to another call.

5 G. Base Hospital – One of a limited number of hospitals which, upon designation by REMSA  
6 and upon the completion of an agreement with REMSA is responsible for medical direction and  
7 supervision of the advanced life support system or limited advanced life support system and  
8 prehospital care system assigned to it by the REMSA.

9  
10 H. Base Hospital Physician – A physician and surgeon who is currently licensed in California,  
11 who is assigned to the Emergency Department of a Base Hospital, and who has been trained to issue  
12 advice and instructions to prehospital emergency medical care personnel consistent with statewide  
13 guidelines established by the authority.

14 I. Call – A response by prehospital care personnel to a request for emergency medical  
15 services.

16  
17 J. Continuous Quality Improvement (CQI) – A formal approach to the analysis of performance  
18 and systematic efforts to improve it.

19 K. REMSA –The Riverside County Emergency Medical Services Agency.

20 L. Emergency Medical Services (EMS) – The services utilized for prehospital medical  
21 emergencies.

22 M. EMS System – The specially organized arrangement which provides for the personnel,  
23 facilities, and equipment for the effective and coordinated delivery of EMS services within a County.

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25 N. Local EMS Agency – The agency having primary statutory and regulatory responsibility for  
administration of emergency medical services in a county and/or region.

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2 Hospital and who has received training and is authorized by the REMSA Medical Director to issue  
3 instructions to paramedics within an EMS system according to standardized procedures developed by  
4 REMSA as defined by California laws.

5 P. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the REMSA  
6 Medical Director to assist the Base Hospital Medical Director in the quality assurance, medical  
7 direction and supervision of prehospital emergency medical care personnel.

## 9 **2. REMSA's Obligations**

10 2.1 REMSA shall be responsible for planning, implementing and evaluating the Riverside County  
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12 accordance with the California Health and Safety Code, Division 2.5, the California, the California  
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25

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3 3.4 Base Hospital shall monitor protocol compliance by field personnel and report deviations  
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8 A. At least two (2) skills days per year, as approved by REMSA.

9 B. At least two (2) Base Hospital meetings per year, as approved by REMSA.

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12 3.8 Base Hospital shall equip Emergency Department with any additional equipment as may be  
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19 EMS system oversight pursuant to Federal, State and Local laws. All data and other information  
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24  
25

1 3.12 Base Hospital shall adhere to all Federal, State, and the REMSA's regulations, policies, and  
2 protocols concerning the confidentiality of patient/medical records.

3 3.13 Base Hospital shall make every effort to accept ambulance patients and free the ambulance  
4 to be available to respond to other calls within 30 minutes of arrival at the Hospital.

5 3.14 Base Hospital shall implement processes to work cooperatively with ambulance providers  
6 and REMSA staff to return ambulances to services as soon as possible when multiple ambulances are  
7 being held in the Emergency Department (ED) for extended periods of time.

8 3.15 Base Hospital shall implement procedures for notifying the EMS Duty Officer of issues and  
9 incidents that affect or may affect the EMS system, including but not limited to:  
10

11 A. Activation of internal disaster procedures.

12 B. Safety issues for patients or prehospital providers.

13 C. Disruption of emergency medical care capability or ability to receive patients.

14 D. Need for hospital evacuation

15 E. Disruption in communications capability (ies) with the field, Base Hospital, or the REMSA  
16 Communications Center (REMCOM).  
17

18 F. Excessive delay in transfer of care time leading to the holding of 9-1-1 ambulances.

19 G. Provide the insurance/billing information of patients transported to the hospital to the  
20 EMS transport service.

21 3.16 Base Hospital must participate in at least 80 percent of all HAVBED or other polls as  
22 requested by REMSA.

23 3.17 Base Hospital shall agree to maintain and provide upon request to REMSA within 60 days  
24 after the end of the preceding month all relevant data for program monitoring and evaluation of the  
25 EMS system. Such data may include, but not be limited to:



1 A. A copy of the Base Hospital report

2 B. ST Segment Elevation Myocardial Infarction (STEMI) reports

3 C. Stroke data

4 D. Airship utilization

5 E. Volume indicators, such as the total number of Base Hospital contacts, multi-casualty  
6 incident (MCI) calls managed by the Base Hospital, or specialty center designation calls (e.g., trauma,  
7 STEMI, Stroke) managed by the Base Hospital.

8 F. Core Measures, as required by the State or REMSA.

9 G. Other data as requested.

10  
11 **4. Hospital Reimbursement.**

12 4.1 Hospital shall not bill or otherwise charge patients for supplies or services provided to  
13 patients by prehospital personnel at the scene of an emergency, during transport to Hospital, or  
14 other emergency facility, and before arrival at Hospital. However, Hospital may charge the  
15 prehospital provider for supplies used at the scene and during transport to Hospital's facility if  
16 replaced by Hospital. County shall not be liable for any of Hospital's fees or charges whatsoever.

17  
18 **5. Term/Termination.**

19 5.1 The Term of Agreement shall begin on the date this Agreement is executed and shall  
20 continue until June 30, 2015. This Agreement may be terminated by either party without cause upon  
21 one hundred and eighty (180) days written notice to the other.

22 5.2 REMSA may terminate this agreement with 90 days notice for uncorrected failures by the  
23 Base Hospital to meet the obligations contained within this agreement.

24  
25 **6. Independent Contractor Status**

1 6.1 Each party shall be solely responsible for its own employees. Each party shall pay all wages,  
2 salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable  
3 law and in connection with any and all services under this Agreement. Each party shall be  
4 responsible for all reports and obligations respecting their own personnel, including but not limited  
5 to, social security taxes, income tax withholding, unemployment insurance, and workers'  
6 compensation insurance. Employees or agents of one party shall not be deemed employees of the  
7 other for any purpose. Each party shall defend, indemnify and hold harmless the other party from  
8 and against any and all expenses or liabilities of any kind arising from or incident to any claim by any  
9 employee of the indemnifying party or any governmental agency relating to wages, salaries,  
10 overtime, benefits or other obligations of the indemnifying party to any employee thereof.

## 12 7. Notices

13 7.1 All notices permitted or required under this Agreement shall be given to the respective  
14 parties at the following addresses, or at such other addresses as the respective parties may provide  
15 in writing for this purpose:

16  
17 *Hospital:* Riverside Community Hospital  
18 Attn: Patrick D. Brilliant, President/CEO  
19 4445 Magnolia Avenue  
20 Riverside, California 92501  
[Bev.Herbert@HCAhealthcare.com](mailto:Bev.Herbert@HCAhealthcare.com)  
Phone: (951) 788-3000

21  
22 *County:* Riverside County EMS Agency  
23 Attn: Bruce Barton, EMS Director  
24 4065 County Circle Drive  
25 Riverside, California 92503  
[BBarton@rivcocha.org](mailto:BBarton@rivcocha.org)  
Phone: (951) 358-5029

7.2 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:

1 A. When personally delivered.

2 B. When mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage  
3 prepaid.

4 C. When sent by express delivery, upon delivery as documented by the delivery service

5 D. When sent via facsimile transmission, upon actual delivery as documented by any  
6 verifiable facsimile transmission record. Facsimile transmission shall be followed by first class  
7 delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed  
8 adequate notice on the date actual notice occurred, regardless of the method of service.  
9

## 10 **8. Cooperation and Further Acts**

11 8.1 The parties shall fully cooperate with one another, and shall take any additional acts or sign  
12 any additional documents as may be necessary, appropriate or convenient to attain the purposes of  
13 this Agreement.

## 14 **9. Non-Discrimination**

15 9.1 Hospital shall not discriminate in the provisions of services, allocation of benefits,  
16 accommodation of facilities, or employment of personnel, on the basis of ethnic group identification,  
17 race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital  
18 status, medical condition, or physical or mental handicap, and shall comply with all requirements of  
19 the law regarding non-discrimination and affirmative action including those laws pertaining to the  
20 prohibition against qualified handicapped persons in all programs or activities.  
21

22 9.2 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex,  
23 national origin, age or physical or mental handicap include, but not limited to, the following:  
24  
25

1 A. Denying an eligible person or providing to an eligible person any services or benefit which  
2 is different, or is provided in a different manner or in a different manner or at a different time from  
3 that provided to other eligible persons under this Agreement.

4 B. Subjecting an eligible person to segregation or separate treatment in any manner related  
5 to his/her receipt of any service, except when necessary for infection control.

6 C. Restricting the ineligible person in any way in the enjoyment of any advantage or privilege  
7 enjoyed by others receiving a similar service or benefit.

8 D. Treating an ineligible person differently from others in determining whether he/she  
9 satisfies an eligibility, membership, or other requirement or condition which individuals must meet in  
10 order to be provided a similar services or benefit.

11 E. The assignment of time or places for provisions of services on the basis of race, religion,  
12 color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

13  
14 **10. Insurance**

15 10.1 Without limiting or diminishing the Hospital's obligation to indemnify or hold the County  
16 harmless, Hospital shall procure and maintain or cause to be maintained, at its sole cost and expense,  
17 the following insurance coverages during the term of this Agreement:

18 A. Workers' Compensation: If Hospital has employees as defined by the State of California,  
19 Hospital shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of  
20 the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational  
21 Disease with limits not less than one million (\$1,000,000) per person per accident. Policy shall be  
22 endorsed to waive subrogation in favor of the County of Riverside; and, if applicable, to provide a  
23 Borrowed Servant/Alternate Employer Endorsement.  
24  
25

1 B. Commercial General Liability: Commercial General Liability insurance coverage, including  
2 but not limited to, premises liability, contractual liability, completed operations, personal and  
3 advertising injury covering claims which may arise from or out of Hospital's performance of its  
4 obligations hereunder. Policy shall name the County of Riverside, special districts, their respective  
5 directors, officers, Board of Supervisors, elected officials, employees, agents or representatives as an  
6 Additional Insured. Policy's limit of liability shall not be less than one million dollars (\$1,000,000) per  
7 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
8 separately to this agreement or be no less than two (2) times the occurrence limit.  
9

10 C. Vehicle Liability: If Hospital's vehicles or mobile equipment are used in the performance of  
11 the obligations under this Agreement, Hospital shall maintain liability insurance for all owned non-  
12 owned or hired vehicles in an amount not less than one million dollars (\$1,000,000) per occurrence  
13 combined single limit. If such insurance contains a general aggregate limit it shall apply separately to  
14 this agreement of be no less than two (2) times the occurrence limit. Policy shall name the County of  
15 Riverside, special districts, their respective directors, officers, Board of Supervisors, elected officials,  
16 employees, agents, or representatives as an additional insured.  
17

18 D. Professional Liability Insurance: Professional Liability Insurance (Error & Omissions),  
19 providing coverage for performance of work included within the Agreement, with a limit of liability of  
20 not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000)  
21 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis  
22 rather than an occurrence basis, such insurance shall continue through the term of this Agreement.  
23 Upon termination of this Agreement or the expiration or cancellation of the claims made insurance  
24 policy Consultant shall purchase at his/her sole expense either 1) an Extended Reporting  
25 Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a

1 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate  
2 through Certificate of Insurance the Consultant has maintained continuous coverage with the same  
3 or original insurer. Coverage provided under items: 1), 2), or 3) will continue for a period of five (5)  
4 years beyond the termination of this Agreement.

5 E. General Insurance Provisions: (1) Any insurance carrier providing insurance coverage  
6 hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than  
7 an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the  
8 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that  
9 specific insurer and only for one policy term. (2) The Hospital shall cause their insurance carrier(s) to  
10 furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and  
11 certified original copies of Endorsements effecting coverage as required herein; or if requested to do  
12 so orally or in writing by the County Risk Manager, provide original Certified copies of policies  
13 including all Endorsements and all attachments thereto, showing such insurance is in full force and  
14 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the  
15 insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of  
16 Riverside prior to any material modification or cancellation of such insurance. In the event of a  
17 material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless  
18 the County of Riverside receives, prior to such effective date, another properly executed original  
19 Certificate of Insurance and original copies of endorsements or certified original policies, including all  
20 endorsements and attachments thereto evidencing coverage(s) and the insurance required herein is  
21 in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf shall  
22 sign the original endorsements for each policy and the Certificate of Insurance. Hospital shall furnish  
23 the County of Riverside an original Certificate(s) of Insurance and certified original copies of  
24  
25

1 endorsements or policies of insurance including all endorsements and any and all other attachments  
2 as required in this Section within 30 days of signing this Agreement. (3) It is understood and agreed  
3 by the parties hereto and the Hospital's insurance company(s), that the Certificate(s) of Insurance  
4 and policies shall so covenant and shall be construed as primary insurance, and the County's  
5 insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be  
6 construed as contributory. (4) Hospital may meet the above insurance obligation by either  
7 purchasing insurance, through a program of self-insurance, or by participation in a Joint Powers  
8 Insurance Authority. (5) Failure on the part of the Hospital to produce or maintain required insurance  
9 or the self-insurance program shall constitute a material breach of this Agreement upon which  
10 County may immediately terminate or suspend this Agreement.  
11

## 12 **11. Attorney's Fees**

13 11.1 If any party commences an action against another party, either legal, administrative or  
14 otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation  
15 shall be entitled to have and recover from the losing party reasonable attorney's fees and all other  
16 costs of such action.  
17

## 18 **12. Indemnification**

19 12.1 Hospital shall indemnify and hold County harmless from any liability whatsoever, based or  
20 asserted upon services of Hospital, its agents, employees, or subcontractors, arising out of or in any  
21 way relating to this Agreement, for property damage, bodily injury, or death or any other element of  
22 damage of any kind or nature resulting from acts, failures to act, omissions, errors, negligence,  
23 including willful acts or intentional acts of Hospital, its officers, agents, employees or subcontractors  
24 hereunder, and Hospital shall defend, at its sole expense, including but not limited to attorney fees,  
25

1 County, Special Districts, their respective Directors, Officers, Board of Supervisors, employees,  
2 agents, and subcontractors in any legal claim or action based upon such alleged acts or omissions.

3 **13. Entire Agreement; Amendments**

4 13.1 This Agreement contains the entire Agreement of the parties with respect to the subject  
5 matter hereof, and supersedes all prior negotiations, understandings or agreements. This  
6 Agreement may only be modified by a writing signed by both parties.

7 **14. Governing Law**

8 14.1 This Agreement shall be governed by the laws of the State of California. Venue shall be in  
9 Riverside County.  
10

11 **15. Successors and Assigns**

12 15.1 This Agreement shall be binding on the successors and assigns of the parties.

13 **16. Assignment or Transfer**

14 16.1 No party shall assign, hypothecate, subcontract or transfer, either directly or by operation  
15 of law, this Agreement or any interest herein without the prior written consent of the other party.  
16 Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall  
17 acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.  
18

19 **17. Construction, Reference and Captions**

20 17.1 Since the parties or their agents have participated fully in the preparation of this  
21 Agreement, the language of this Agreement shall be construed simply, according to its fair meaning,  
22 and not strictly for or against any party. Any term referencing time, days or period for performance  
23 shall be deemed calendar days and not work days. All references to any party shall include all  
24 officials, officers, employees and agents of that party, except as otherwise specified in this  
25



1 Agreement. The captions of the various sections are for the convenience and ease of reference only  
2 and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3 **18. Waiver**

4 18.1 No waiver of any default shall constitute a waiver of any other default or breach, whether  
5 of the same of other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
6 or performed by a party shall give any other party any contractual rights by custom, estoppel, or  
7 otherwise.  
8

9 **19. No Third Party Beneficiaries**

10 19.1 There are no third party beneficiaries of any right or obligation assumed by the parties.

11 **20. Invalidity and Severability**

12 20.1 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
13 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
14 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise unenforceable  
15 by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the  
16 parties to this Agreement, the parties shall use their reasonable best efforts to amend this  
17 Agreement to remove the inappropriate provision(s); provided, however, that if the amendment  
18 cannot be made in a manner which preserves all essential parts of the consideration for any party,  
19 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.  
20

21 **21. Authority to Execute Agreement**

22 21.1 Each party warrants that it has all requisite power and authority to conduct its business and  
23 to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who  
24 have signed this Agreement have the legal power to make this Agreement and bind each respective  
25 party hereto.

1 **22. Counterparts**

2 22.1 This Agreement may be signed in one or more counterparts, each of which shall constitute  
3 an original.

4 **23. HIPAA Compliance**

5 23.1 The Parties agree to take reasonable steps to maintain the confidentiality of all health care  
6 files and client data, and shall use appropriate safeguards to prevent inappropriate use of disclosure  
7 of individually identifiable patient information except as permitted by this contract or as required by  
8 law. Each Party shall immediately report to the other any impermissible use of disclosure that occurs  
9 as to such files and data. Each Party agrees to destroy, in a secure manner, or return to the other all  
10 patient health information shared upon termination of this Agreement as determined by the other.  
11 Breach of this provision may serve as ground for termination of the Agreement.

12 23.2 The Parties agree that in the event that either subcontracts their duties and/or obligations  
13 created by this Agreement, said subcontractors shall be required to comply with Section 23.1 above.

14 **24. State/Federal Participation.**

15 24.1 Each Party warrants that neither it nor its employees are listed by a federal or state agency  
16 as debarred, excluded, or otherwise ineligible for participation in any state or federal health care  
17 program(s).  
18  
19  
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25

COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/EMS		CONTRACT NO. 13-090	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2013 thru June 30, 2015	
COUNTY CONTACT: Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Shane McMurphy (760) 323 6251			
PROGRAM NAME: Base Hospital			

This agreement is made and entered into by an between the **County of Riverside**, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "COUNTY", and **Desert Regional Medical Center** hereinafter referred to as "HOSPITAL".

**WHITNESSETH:**

**WHEREAS**, Health and Safety Code Section 1798.100 authorizes the local Emergency 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 if pre-hospital emergency 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 a 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 s provided on pages 1 through 16.

HOSPITAL  
By   
Carolyn Caldwell, FACHE  
Title President and CEO

COUNTY  
By \_\_\_\_\_  
Chairman, Board of Supervisors

Date 6/20/13

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

ATTEST: Kecia Harper-Ihem  
By \_\_\_\_\_

## **Base Hospital Agreement**

### **Between the County of Riverside and Desert Regional Medical Center**

#### **1. Definitions**

1.1 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 prehospital 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 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 Hospital medical staff.

B. ALS Providers – Emergency Medical Technician (EMT)-Paramedic prehospital personnel licensed by the State of California and accredited by the Riverside County EMS Agency (REMSA) to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a REMSA approved ALS Service Provider.

C. Limited Advanced Life Support (LALS) Service Provider – A Service Provider approved by REMSA or State statute that utilizes Advanced EMS and/or EMT-II personnel.

D. Advanced EMT – A California certified EMT with additional training in limited advanced life support according to the standards prescribed by Title 22, Division 9, Chapter 3 of the California Code of Regulations, and who has a valid Advanced EMT wallet-sized certificate card issued pursuant to the aforementioned section of Title 22

E. ALS Service Provider Agency – a public or private organization that has been approved by REMSA to provide ALS services within County as an authorized part of the regional EMS system.

F. Ambulance Turn-around Time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

G. Base Hospital – One of a limited number of hospitals which, upon designation by REMSA and upon the completion of an agreement with REMSA is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the REMSA.

H. Base Hospital Physician – A physician and surgeon who is currently licensed in California, who is assigned to the Emergency Department of a Base Hospital, and who has been trained to issue advice and instructions to prehospital emergency medical care personnel consistent with statewide guidelines established by the authority.

I. Call – A response by prehospital care personnel to a request for emergency medical services.

J. Continuous Quality Improvement (CQI) – A formal approach to the analysis of performance and systematic efforts to improve it.

K. REMSA –The Riverside County Emergency Medical Services Agency.

L. Emergency Medical Services (EMS) – The services utilized for prehospital medical emergencies.

M. 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.

N. Local EMS Agency – The agency having primary statutory and regulatory responsibility for administration of emergency medical services in a county and/or region.

O. 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 REMSA Medical Director to issue instructions to paramedics within an EMS system according to standardized procedures developed by REMSA as defined by California laws.

P. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the REMSA Medical Director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.

## **2. REMSA's Obligations**

2.1 REMSA shall be responsible for planning, implementing and evaluating the Riverside County emergency medical services system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.

2.2 REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

## **3. Hospital's Obligations as a Base Hospital**

3.1 Base Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.

3.2 Hospital shall provide appropriately authorized or certified personnel 24 hours per day in sufficient numbers to provide uninterrupted on-line medical direction.

3.3 Base Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.

3.4 Base Hospital shall monitor protocol compliance by field personnel and report deviations from REMSA protocols to the appropriate prehospital provider agency(s) and REMSA.

3.5 Base Hospital shall participate in County's EMS CQI Technical Advisory Group or other ad-hoc groups as requested by REMSA.

3.6 MICNs shall be required to attend:

A. At least two (2) skills days per year, as approved by REMSA.

B. At least two (2) Base Hospital meetings per year, as approved by REMSA.

3.7 Base Hospital shall provide training for Emergency Department staff as may be required by REMSA policies, procedures and protocols.

3.8 Base Hospital shall equip Emergency Department with any additional equipment as may be specified by REMSA as it relates to emergency preparedness.

3.9 Base Hospital shall participate in research studies as requested and approved by REMSA.

3.10 Base Hospital shall actively participate in REMSA's data system.

3.11 Base Hospital shall provide patient outcome data to REMSA, upon request, for individual patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to be used internally by REMSA to meet requirements for continuous quality improvement review and EMS system oversight pursuant to Federal, State and Local laws. All data and other information submitted by a Base Hospital to REMSA for the purpose of

monitoring, evaluating or reporting on the necessity, quality and level of emergency services, including data or other information shall be subjected to California Evidence Code §1157.7.

3.12 Base Hospital shall adhere to all Federal, State, and the REMSA's regulations, policies, and protocols concerning the confidentiality of patient/medical records.

3.13 Base Hospital shall make every effort to accept ambulance patients and free the ambulance to be available to respond to other calls within 30 minutes of arrival at the Hospital.

3.14 Base Hospital shall implement processes to work cooperatively with ambulance providers and REMSA staff to return ambulances to services as soon as possible when multiple ambulances are being held in the Emergency Department (ED) for extended periods of time.

3.15 Base Hospital shall implement procedures for notifying the EMS Duty Officer of issues and incidents that affect or may affect the EMS system, including but not limited to:

- A. Activation of internal disaster procedures.
- B. Safety issues for patients or prehospital providers.
- C. Disruption of emergency medical care capability or ability to receive patients.
- D. Need for hospital evacuation
- E. Disruption in communications capability (ies) with the field, Base Hospital, or the REMSA Communications Center (REMSCOM).
- F. Excessive delay in transfer of care time leading to the holding of 9-1-1 ambulances.
- G. Provide the insurance/billing information of patients transported to the hospital to the EMS transport service.

3.16 Base Hospital must participate in at least 80 percent of all HAvBED or other polls as requested by REMSA.



3.17 Base Hospital shall agree to maintain and provide upon request to REMSA within 60 days after the end of the preceding month all relevant data for program monitoring and evaluation of the EMS system. Such data may include, but not be limited to:

- A. A copy of the Base Hospital report
- B. ST Segment Elevation Myocardial Infarction (STEMI) reports
- C. Stroke data
- D. Airship utilization
- E. Volume indicators, such as the total number of Base Hospital contacts, multi-casualty incident (MCI) calls managed by the Base Hospital, or specialty center designation calls (e.g., trauma, STEMI, Stroke) managed by the Base Hospital.
- F. Core Measures, as required by the State or REMSA.
- G. Other data as requested.

#### **4. Hospital Reimbursement.**

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

#### **5. Term/Termination.**

5.1 The Term of Agreement shall begin on the date this Agreement is executed and shall continue until June 30, 2015. This Agreement may be terminated by either party without cause upon one hundred and eighty (180) days written notice to the other.

5.2 REMSA may terminate this agreement with 90 days notice for uncorrected failures by the Base Hospital to meet the obligations contained within this agreement.

## 6. Independent Contractor Status

6.1 Each party shall be solely responsible for its own employees. Each party shall pay all wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' 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.

## 7. Notices

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

*Hospital:* Desert Regional Medical Center  
 Attn: Carolyn Caldwell, CEO/President  
 1150 N. Indian Canyon Drive  
 Palm Springs, CA 92262  
[Carolyn.Caldwell@tenethealth.com](mailto:Carolyn.Caldwell@tenethealth.com)  
 Phone: (760) 323-6511

*County:* Riverside County EMS Agency  
 Attn: Bruce Barton, EMS Director  
 4065 County Circle Drive  
 Riverside, California 92503

[BBarton@rivcocha.org](mailto:BBarton@rivcocha.org)  
Phone: (951) 358-5029

7.2 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.
- 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 service
- 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.

## **8. Cooperation and Further Acts**

8.1 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.

## **9. Non-Discrimination**

9.1 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.

9.2 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.

## **10. Insurance**

10.1 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 coverages during the term of this Agreement:

A. 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 (\$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.

B. 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 dollars (\$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.

C. 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 dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit it shall apply separately to this agreement of 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.

D. Professional Liability Insurance: Professional Liability Insurance (Error & Omissions), providing coverage for performance of work included within the Agreement, with a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$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/her 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 Certificate of Insurance the Consultant has maintained continuous coverage with the seam 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.

E. General Insurance Provisions: (1) 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. (2) The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 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. (3) 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. (4) 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. (5) Failure on the part of the 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.

#### **11. Attorney's Fees**

11.1 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.

#### **12. Indemnification**

12.1 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.

### **13. Entire Agreement; Amendments**

13.1 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.

### **14. Governing Law**

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

### **15. Successors and Assigns**

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

### **16. Assignment or Transfer**

16.1 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.

### **17. Construction, Reference and Captions**

17.1 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 the convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

## **18. Waiver**

18.1 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, estoppel, or otherwise.

## **19. No Third Party Beneficiaries**

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

## **20. Invalidity and Severability**

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

## **21. Authority to Execute Agreement**

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

## **22. Counterparts**

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

## **23. HIPAA Compliance**

23.1 The Parties agree to take reasonable steps to maintain the confidentiality of all health care files and client data, and shall use appropriate safeguards to prevent inappropriate use of disclosure of individually identifiable patient information except as permitted by this contract or as required by law. Each Party shall immediately report to the other any impermissible use of disclosure that occurs as to such files and data. Each Party agrees to destroy, in a secure manner, or return to the other all patient health information shared upon termination of this Agreement as determined by the other. Breach of this provision may serve as ground for termination of the Agreement.

23.2 The Parties agree that in the event that either subcontracts their duties and/or obligations created by this Agreement, said subcontractors shall be required to comply with Section 23.1 above.

## **24. State/Federal Participation.**

24.1 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).

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COUNTY OF RIVERSIDE  
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/EMS		CONTRACT NO. 13-091	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2013 thru June 30,2015	
COUNTY CONTACT:		Brian MacGavin (951) 358-5029	
CONTRACTOR REPRESENTATIVE:		Teri Waites (951) 677-1111	
PROGRAM NAME:		Base Hospital	

This agreement is made and entered into by an between the **County of Riverside**, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "COUNTY", and **Inland Valley Medical Center** hereinafter referred to as "HOSPITAL".

**WHITNESSETH:**

**WHEREAS**, Health and Safety Code Section 1798.100 authorizes the local Emergency 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 if pre-hospital emergency 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 a 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 s provided on pages 1 through 17.

**HOSPITAL**

**COUNTY**

By [Signature]  
Title Chief Executive Officer

By \_\_\_\_\_  
Chairman, Board of Supervisors

Date 8/9/13

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE 9/11/13  
NEAL R. KIPNIS

ATTEST: Kacial Harper-Ihem  
By \_\_\_\_\_

## **Base Hospital Agreement**

### **Between the County of Riverside and Inland Valley Medical Center**

#### **1. Definitions**

1.1 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 prehospital 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 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 Hospital staff.

B. ALS Providers – Emergency Medical Technician (EMT)-Paramedic prehospital personnel licensed by the State of California and accredited by the Riverside County EMS Agency (REMSA) to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a REMSA approved ALS Service Provider.

C. Limited Advanced Life Support (LALS) Service Provider – A Service Provider approved by REMSA or State statute that utilizes Advanced EMS and/or EMT-II personnel.

D. Advanced EMT – A California certified EMT with additional training in limited advanced life support according to the standards prescribed by Title 22, Division 9, Chapter 3 of the California Code of Regulations, and who has a valid Advanced EMT wallet-sized certificate card issued pursuant to the aforementioned section of Title 22

E. ALS Service Provider Agency – a public or private organization that has been approved by REMSA to provide ALS services within County as an authorized part of the regional EMS system.

F. Ambulance Turn-around Time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

G. Base Hospital – One of a limited number of hospitals which, upon designation by REMSA and upon the completion of an agreement with REMSA is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the REMSA.

H. Base Hospital Physician – A physician and surgeon who is currently licensed in California, who is assigned to the Emergency Department of a Base Hospital, and who has been trained to issue advice and instructions to prehospital emergency medical care personnel consistent with statewide guidelines established by the authority.

I. Call – A response by prehospital care personnel to a request for emergency medical services.

J. Continuous Quality Improvement (CQI) – A formal approach to the analysis of performance and systematic efforts to improve it.

K. REMSA –The Riverside County Emergency Medical Services Agency.

L. Emergency Medical Services (EMS) – The services utilized for prehospital medical emergencies.

M. 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.

N. Local EMS Agency – The agency having primary statutory and regulatory responsibility for administration of emergency medical services in a county and/or region.

O. 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 REMSA Medical Director to issue instructions to paramedics within an EMS system according to standardized procedures developed by REMSA as defined by California laws.

P. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the REMSA Medical Director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.

## **2. REMSA's Obligations**

2.1 REMSA shall be responsible for planning, implementing and evaluating the Riverside County emergency medical services system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.

2.2 REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

## **3. Hospital's Obligations as a Base Hospital**

3.1 Base Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.

3.2 Hospital shall provide appropriately authorized or certified personnel 24 hours per day in sufficient numbers to provide uninterrupted on-line medical direction.

3.3 Base Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.

3.4 Base Hospital shall monitor protocol compliance by field personnel and report deviations from REMSA protocols to the appropriate prehospital provider agency(s) and REMSA.

3.5 Base Hospital shall participate in County's EMS CQI Technical Advisory Group or other ad-hoc groups as requested by REMSA.

3.6 MICNs shall be required to attend:

A. At least two (2) skills days per year, as approved by REMSA.

B. At least two (2) Base Hospital meetings per year, as approved by REMSA.

3.7 Base Hospital shall provide training for Emergency Department staff as may be required by REMSA policies, procedures and protocols.

3.8 Base Hospital shall equip Emergency Department with any additional equipment as may be specified by REMSA as it relates to emergency preparedness.

3.9 Base Hospital shall participate in research studies as requested and approved by REMSA.

3.10 Base Hospital shall actively participate in REMSA's data system.

3.11 Base Hospital shall provide patient outcome data to REMSA, upon request, for individual patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to be used internally by REMSA to meet requirements for continuous quality improvement review and EMS system oversight pursuant to Federal, State and Local laws. All data and other information submitted by a Base Hospital to REMSA for the purpose of

monitoring, evaluating or reporting on the necessity, quality and level of emergency services, including data or other information shall be subjected to California Evidence Code §1157.7.

3.12 Base Hospital shall adhere to all Federal, State, and the REMSA's regulations, policies, and protocols concerning the confidentiality of patient/medical records.

3.13 Base Hospital shall make every effort to accept ambulance patients and free the ambulance to be available to respond to other calls within 30 minutes of arrival at the Hospital.

3.14 Base Hospital shall implement processes to work cooperatively with ambulance providers and REMSA staff to return ambulances to services as soon as possible when multiple ambulances are being held in the Emergency Department (ED) for extended periods of time.

3.15 Base Hospital shall implement procedures for notifying the EMS Duty Officer of issues and incidents that affect or may affect the EMS system, including but not limited to:

- A. Activation of internal disaster procedures.
- B. Safety issues for patients or prehospital providers.
- C. Disruption of emergency medical care capability or ability to receive patients.
- D. Need for hospital evacuation
- E. Disruption in communications capability (ies) with the field, Base Hospital, or the REMSA Communications Center (REMSCOM).
- F. Excessive delay in transfer of care time leading to the holding of 9-1-1 ambulances.
- G. Provide the insurance/billing information of patients transported to the hospital to the EMS transport service.

3.16 Base Hospital must participate in at least 80 percent of all HAVBED or other polls as requested by REMSA.



3.17 Base Hospital shall agree to maintain and provide upon request to REMSA within 60 days after the end of the preceding month all relevant data for program monitoring and evaluation of the EMS system. Such data may include, but not be limited to:

- A. A copy of the Base Hospital report
- B. ST Segment Elevation Myocardial Infarction (STEMI) reports
- C. Stroke data
- D. Airship utilization
- E. Volume indicators, such as the total number of Base Hospital contacts, multi-casualty incident (MCI) calls managed by the Base Hospital, or specialty center designation calls (e.g., trauma, STEMI, Stroke) managed by the Base Hospital.
- F. Core Measures, as required by the State or REMSA.
- G. Other data as requested.

#### **4. Hospital Reimbursement.**

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

#### **5. Term/Termination.**

5.1 The Term of Agreement shall begin on the date this Agreement is executed and shall continue until June 30, 2015. This Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other.

5.2 REMSA may terminate this agreement with 90 days notice for uncorrected failures by the Base Hospital to meet the obligations contained within this agreement.

## **6. Independent Contractor Status**

6.1 Each party shall be solely responsible for its own employees. Each party shall pay all wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' 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.

## **7. Notices**

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

*Hospital:* Inland Valley Medical Center  
 Attn: John Harris, Group Vice President  
 36485 Inland Valley Drive  
 Wildomar, CA 92595  
[Teri.Waites@uhsinc.com](mailto:Teri.Waites@uhsinc.com)  
 Phone: (951) 677-1111

*County:* Riverside County EMS Agency  
 Attn: Bruce Barton, EMS Director  
 4065 County Circle Drive  
 Riverside, California 92503

BBarton@rivcocha.org  
Phone: (951) 358-5029

7.2 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.
- 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 service
- 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.

## **8. Cooperation and Further Acts**

8.1 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.

## **9. Non-Discrimination**

9.1 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.

9.2 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.

## **10. Insurance**

10.1 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 coverages during the term of this Agreement:

A. 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 (\$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.

B. 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 dollars (\$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.

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D. Professional Liability Insurance: Professional Liability Insurance (Error & Omissions), providing coverage for performance of work included within the Agreement, with a limit of liability of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$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/her 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 Certificate of Insurance the Consultant has maintained continuous coverage with the seam 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.

E. General Insurance Provisions:

(1) 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.

(2) The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or 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.

(3) 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.

(4) Hospital may meet the above insurance obligation through a program of self-insurance, or by participation in a Joint Powers Insurance Authority.

(5) Failure on the part of the 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.

## **11. Attorney's Fees**

11.1 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.

## **12. Indemnification**

12.1 Hospital shall indemnify and hold County harmless from any liability arising out of the services provided by HOSPITAL, its officers, agents, employees or subcontractors, 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.

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13.1 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.

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

**15. Successors and Assigns**

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

**16. Assignment or Transfer**

16.1 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.

**17. Construction, Reference and Captions**

17.1 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 the convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

## **18. Waiver**

18.1 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same of 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, estoppel, or otherwise.

## **19. No Third Party Beneficiaries**

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

## **20. Invalidity and Severability**

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

## **21. Authority to Execute Agreement**

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

## **22. Counterparts**

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

## **23. HIPAA Compliance**

23.1 The Parties agree to take reasonable steps to maintain the confidentiality of all health care files and client data, and shall use appropriate safeguards to prevent inappropriate use of disclosure of individually identifiable patient information except as permitted by this contract or as required by law. Each Party shall immediately report to the other any impermissible use of disclosure that occurs as to such files and data. Each Party agrees to destroy, in a secure manner, or return to the other all patient health information shared upon termination of this Agreement as determined by the other. Breach of this provision may serve as ground for termination of the Agreement.

23.2 The Parties agree that in the event that either subcontracts their duties and/or obligations created by this Agreement, said subcontractors shall be required to comply with Section 23.1 above.

## **24. State/Federal Participation.**

24.1 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).