

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

355
119207



FROM: Emergency Management Department

SUBMITTAL DATE:
July 29, 2016

SUBJECT: Ratify the Three-Year Agreements for Designation of ST Elevation Myocardial Infarction (STEMI) Receiving Centers with Four Hospitals in Riverside County. [All Districts] [\$ N/A].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the Agreements with Desert Regional Medical Center, Eisenhower Medical Center, John F. Kennedy Memorial Hospital and Riverside Community Hospital for STEMI Center Designation for the period July 1, 2016 through June 30, 2019; and
2. Authorize the Director of Emergency Management to sign subsequent Agreements for newly designated hospitals and no money Amendments to the STEMI Center Designation Agreements that do not change the substantive terms of the Agreement as approved by County Counsel.

BACKGROUND: Each year in the United States, about 735,000 Americans have a heart attack (<http://www.cdc.gov/heartdisease/facts.htm>, retrieved July 20, 2016). Early recognition followed by rapid definitive treatment has been show to significantly decrease morbidity and mortality associated with heart attacks.

BB:rp

Kim Saruwatari

Kim Saruwatari, Director
Emergency Management
Department

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 16/17-18/19	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Steven C. Horn
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Karin L. Watts-Bazan*
DATE: 8/9/16
KARIN L. WATTS-BAZAN

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 10/7/2008, #3.13

District: All

Agenda Number:

3-41

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the Three-Year Agreements for Designation of ST Elevation Myocardial Infarction (STEMI) Receiving Centers with Four Hospitals in Riverside County. [All Districts] [\$ N/A].

DATE: July 29, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (cont.)

A subset of heart attacks, known as ST-Elevation Myocardial Infarction (STEMI) can be identified by paramedics in the field. The American Heart Association/American College of Cardiology has released evidence-based guidelines for the establishment of systems of care that optimize outcomes for patients suffering from STEMI.

Critical components of the guidelines are rapid recognition and treatment in the field followed by transport to a hospital capable of providing immediate advanced cardiac procedures within pre-established timelines. Following these guidelines, the EMS Agency has developed policies, protocols and procedures required to implement a STEMI care system in Riverside County. Central to that system is the designation of hospitals as STEMI Receiving Centers. STEMI Receiving Centers have met strict criteria for advanced cardiac treatment capability, medical oversight, cardiac focused education/training, continuous quality improvement and data reporting.

All STEMI Receiving Centers in Riverside County are required by policy to maintain accreditation as a Chest Pain Center with Percutaneous Coronary Intervention (PCI), an immediate intervention used by trained cardiologists and cardiology teams to open blocked coronary arteries restoring blood flow to the heart. This accreditation is earned from the Society of Cardiovascular Patient Care (SCPC). The SCPC performs site visits and documentation reviews to ensure that hospitals with this accreditation have met the highest standards for the care of patients suffering from STEMI.

The current STEMI Receiving Centers designated in Riverside County are: Desert Regional Medical Center, Eisenhower Medical Center, JFK Memorial Hospital, Riverside Community Hospital, Loma Linda University Medical Center – Murrieta, and Temecula Valley Hospital.

Impact on Residents and Businesses

Continuing designation for STEMI Receiving Centers within Riverside County will continue to provide paramedics a definitive care option shown to improve the outcome for STEMI patients.

**COUNTY OF RIVERSIDE
ST ELEVATION MYOCARDIAL INFARCTION (STEMI) RECEIVING CENTER
DESIGNATION AGREEMENT**

HOSPITAL: Tenet Healthcare Corp.,
Db a John F. Kennedy Memorial Hospital

AGREEMENT NUMBER: EM-16-105

TERM OF AGREEMENT: July 1, 2016 – June 30, 2019

This Agreement is entered into by the County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and JFK Memorial Hospital, hereinafter referred to as "HOSPITAL".

1. Background

COUNTY desires to assure patients in need of ST Elevation Myocardial Infraction (STEMI) medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a STEMI CARE SYSTEM whereby a medical facility capable of providing STEMI care applies and is designated a STEMI Receiving Center. COUNTY has determined that HOSPITAL meets criteria for designation as a STEMI Receiving Center, and HOSPITAL is willing to accept designation as a STEMI Receiving Center. The parties shall fulfill their obligations as stated in this Agreement.

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by REMSA with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

3. DESCRIPTION OF OBLIGATIONS

3.1 Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL acknowledges that REMSA makes no representation and does not guarantee that STEMI Patients will be delivered to HOSPITAL for care; and does not assure that a minimum number of STEMI Patients will be delivered to HOSPITAL during the term of this Agreement.
- c. HOSPITAL shall comply with the STEMI Receiving Center Standards and shall monitor compliance with the STEMI Receiving Center Standards on a regular and ongoing basis.
- d. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement.
- e. HOSPITAL shall immediately (within 30 minutes of event) notify REMSA of any circumstances that will prevent HOSPITAL from providing STEMI Receiving Center Services.
- f. HOSPITAL shall comply with any REMSA plan of correction regarding any identified failure to meet the STEMI Receiving Center Standards, within the timeframes established by REMSA.
- g. HOSPITAL shall submit STEMI data to REMSA on a quarterly basis and upon request. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards unless additional data points are adopted as recommended by the STEMI System Committee.

3.2 Obligations of the COUNTY

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

- d. REMSA will perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.

4. Financial Responsibility

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

5. Audits and Inspections

COUNTY and its representatives shall be authorized to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and the STEMI program participants. At any time during normal business hours, as often as COUNTY may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to COUNTY, upon COUNTY's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

6. Termination

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon 30 days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon 90 days written notice to COUNTY.
- b. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 1. Any material breach of this Agreement by HOSPITAL;
 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to REMSA reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by REMSA;

8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

7. Maintenance of Records

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

8. Reports, Evaluations and Research Studies

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

9. Hold Harmless/Indemnification

HOSPITAL shall indemnify and hold harmless the County of Riverside, its agencies and departments, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim, cause of action or action based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives related to this Agreement, including but not limited to property damage, bodily injury, or death. HOSPITAL shall defend at its sole expense, including all costs and fees (and including but not limited to attorney fees, cost of investigation, defense, settlements or awards), County Indemnitees in any claim or action related to such HOSPITAL services.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL's obligations to indemnify and hold harmless the County.

10. Insurance

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

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
 - 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 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) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice requirement found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

4) In the event of a material modification, cancellation, expiration, or reduction in 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 coverages set forth herein and the insurance required herein is in full force and effect. *HOSPITAL shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

5) It is understood and agreed to by the parties hereto that HOSPITAL's insurance 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.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right

to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7) HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. Conflicts of Interest

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

12. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

13. Nondiscrimination

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

14. Confidentiality

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

15. Mutual Cooperation

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

16. Contract Administrators

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

17. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses cited below:

To HOSPITAL:

Gary L. Honts, CEO
JFK Memorial Hospital
47111 Monroe St.
Indio, CA 92201

To COUNTY:

REMSA Director
Riverside County Emergency Medical Services Agency
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Phone: 951-358-5029 Fax: 951-358-5160

18. Governing Law

This Agreement shall be governed by the laws of the State of California. Both parties shall comply with all applicable laws or regulations related to the performance of this Agreement.

19. Assignment

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

20. No Third Party Beneficiaries

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

21. Entire Agreement

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

22. Severability

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

23. Waiver

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

HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a STEMI Receiving Center under the terms of this Agreement:

HOSPITAL
Tenet Healthcare Corp.,
Dba John F. Kennedy Memorial Hospital

COUNTY
County of Riverside

By 
Gary L. Honts,
Chief Executive Officer

By _____
John J. Benoit, Chairman
Board of Supervisors

Date 7/13/14

Date _____

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By _____

Date: _____

FORM APPROVED COUNTY COUNCIL
BY:  7/8/16
NEAL R. KIPNIS DATE

**COUNTY OF RIVERSIDE
ST ELEVATION MYOCARDIAL INFARCTION (STEMI) RECEIVING CENTER
DESIGNATION AGREEMENT**

HOSPITAL: Eisenhower Medical Center
AGREEMENT NUMBER: EM-16-104
TERM OF AGREEMENT: July 1, 2016 – June 30, 2019

This Agreement is entered into by the County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and Eisenhower Medical Center, hereinafter referred to as "HOSPITAL".

1. Background

COUNTY desires to assure patients in need of ST Elevation Myocardial Infraction (STEMI) medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a STEMI CARE SYSTEM whereby a medical facility capable of providing STEMI care applies and is designated a STEMI Receiving Center. COUNTY has determined that HOSPITAL meets criteria for designation as a STEMI Receiving Center, and HOSPITAL is willing to accept designation as a STEMI Receiving Center. The parties shall fulfill their obligations as stated in this Agreement.

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- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by REMSA with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
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- b. HOSPITAL acknowledges that REMSA makes no representation and does not guarantee that STEMI Patients will be delivered to HOSPITAL for care; and does not assure that a minimum number of STEMI Patients will be delivered to HOSPITAL during the term of this Agreement.
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- d. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement.
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- c. REMSA will strive to optimize the overall effectiveness of the STEMI Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures), by employing continuous quality improvement strategies and by collaboration with stakeholders.

- d. REMSA will perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.

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 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to REMSA reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by REMSA;

8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

7. Maintenance of Records

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

8. Reports, Evaluations and Research Studies

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

9. Hold Harmless/Indemnification

HOSPITAL shall indemnify and hold harmless the County of Riverside, its agencies and departments, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim, cause of action or action based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives related to this Agreement, including but not limited to property damage, bodily injury, or death. HOSPITAL shall defend at its sole expense, including all costs and fees (and including but not limited to attorney fees, cost of investigation, defense, settlements or awards), County Indemnitees in any claim or action related to such HOSPITAL services.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL's obligations to indemnify and hold harmless the County.

10. Insurance

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

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
 - 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 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) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice requirement found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

4) In the event of a material modification, cancellation, expiration, or reduction in 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 coverages set forth herein and the insurance required herein is in full force and effect. *HOSPITAL shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

5) It is understood and agreed to by the parties hereto that HOSPITAL's insurance 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.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right

to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7) HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. Conflicts of Interest

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

12. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

13. Nondiscrimination

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

14. Confidentiality

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

15. Mutual Cooperation

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

16. Contract Administrators

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

17. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses cited below:

To HOSPITAL:

G. Aubrey Serfling, CEO
Eisenhower Medical Center
39000 Bob Hope Drive
Rancho Mirage, CA 92270

To County:

REMSA Director
Riverside County Emergency Medical Services Agency
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Phone: 951-358-5029 Fax: 951-358-5160

18. Governing Law

This Agreement shall be governed by the laws of the State of California. Both parties shall comply with all applicable laws or regulations related to the performance of this Agreement.

19. Assignment

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

20. No Third Party Beneficiaries

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

21. Entire Agreement

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

22. Severability

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

23. Waiver

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

HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a STEMI Receiving Center under the terms of this Agreement:

HOSPITAL
Eisenhower Medical Center

COUNTY
County of Riverside

By 
G. Aubrey Serfling,
Chief Executive Officer

By _____
John J. Benoit, Chairman
Board of Supervisors

Date 6/30/16

Date _____

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  8/1/16
NEAL R. KIPNIS DATE

HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a STEMI Receiving Center under the terms of this Agreement:

HOSPITAL
Eisenhower Medical Center

COUNTY
County of Riverside

By 
G. Aubrey Serfling,
Chief Executive Officer

By 6/30/16
John J. Benoit, Chairman
Board of Supervisors

Date 6/30/16

Date _____

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By _____

Date: _____

**COUNTY OF RIVERSIDE
ST ELEVATION MYOCARDIAL INFARCTION (STEMI) RECEIVING CENTER
DESIGNATION AGREEMENT**

HOSPITAL: Desert Regional Medical Center, Inc.
AGREEMENT NUMBER: EM-16-103
TERM OF AGREEMENT: July 1, 2016 – June 30, 2019

This Agreement is entered into by the County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and Desert Regional Medical Center, Inc., hereinafter referred to as "HOSPITAL".

1. Background

COUNTY desires to assure patients in need of ST Elevation Myocardial Infraction (STEMI) medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a STEMI CARE SYSTEM whereby a medical facility capable of providing STEMI care applies and is designated a STEMI Receiving Center. COUNTY has determined that HOSPITAL meets criteria for designation as a STEMI Receiving Center, and HOSPITAL is willing to accept designation as a STEMI Receiving Center. The parties shall fulfill their obligations as stated in this Agreement.

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by REMSA with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

3. DESCRIPTION OF OBLIGATIONS

3.1 Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL acknowledges that REMSA makes no representation and does not guarantee that STEMI Patients will be delivered to HOSPITAL for care; and does not assure that a minimum number of STEMI Patients will be delivered to HOSPITAL during the term of this Agreement.
- c. HOSPITAL shall comply with the STEMI Receiving Center Standards and shall monitor compliance with the STEMI Receiving Center Standards on a regular and ongoing basis.
- d. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement.
- e. HOSPITAL shall immediately (within 30 minutes of event) notify REMSA of any circumstances that will prevent HOSPITAL from providing STEMI Receiving Center Services.
- f. HOSPITAL shall comply with any REMSA plan of correction regarding any identified failure to meet the STEMI Receiving Center Standards, within the timeframes established by REMSA.
- g. HOSPITAL shall submit STEMI data to REMSA on a quarterly basis and upon request. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards unless additional data points are adopted as recommended by the STEMI System Committee.

3.2 Obligations of the COUNTY

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

- d. REMSA will perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.

4. Financial Responsibility

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

5. Audits and Inspections

COUNTY and its representatives shall be authorized to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and the STEMI program participants. At any time during normal business hours, as often as COUNTY may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to COUNTY, upon COUNTY's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

6. Termination

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon 30 days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon 90 days written notice to COUNTY.
- b. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 1. Any material breach of this Agreement by HOSPITAL;
 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to REMSA reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by REMSA;

8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

7. Maintenance of Records

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

8. Reports, Evaluations and Research Studies

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

9. Hold Harmless/Indemnification

HOSPITAL shall indemnify and hold harmless the County of Riverside, its agencies and departments, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim, cause of action or action based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives related to this Agreement, including but not limited to property damage, bodily injury, or death. HOSPITAL shall defend at its sole expense, including all costs and fees (and including but not limited to attorney fees, cost of investigation, defense, settlements or awards), County Indemnitees in any claim or action related to such HOSPITAL services.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL's obligations to indemnify and hold harmless the County.

10. Insurance

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

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
 - 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 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) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice requirement found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

4) In the event of a material modification, cancellation, expiration, or reduction in 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 coverages set forth herein and the insurance required herein is in full force and effect. *HOSPITAL shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

5) It is understood and agreed to by the parties hereto that HOSPITAL's insurance 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.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right

to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7) HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. Conflicts of Interest

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

12. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

13. Nondiscrimination

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

14. Confidentiality

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

15. Mutual Cooperation

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

16. Contract Administrators

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

17. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses cited below:

To HOSPITAL:

Carolyn Caldwell, CEO
Desert Regional Medical Center, Inc.
1150 N. Indian Canyon Drive
Palm Springs, CA 92262
Phone: 760-323-6511 Fax 760-864-9577

To County:

REMSA Director
Riverside County Emergency Medical Services Agency
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Phone: 951-358-5029 Fax: 951-358-5160

18. Governing Law

This Agreement shall be governed by the laws of the State of California. Both parties shall comply with all applicable laws or regulations related to the performance of this Agreement.

19. Assignment

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

20. No Third Party Beneficiaries

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

21. Entire Agreement

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

22. Severability

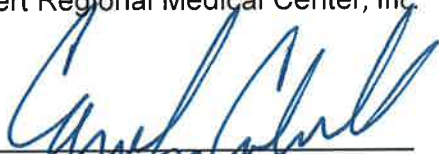
If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

23. Waiver

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

HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a STEMI Receiving Center under the terms of this Agreement:

HOSPITAL
Desert Regional Medical Center, Inc.

By 
Carolyn Caldwell, FACHE
Chief Executive Officer

Date 6/23/16

COUNTY
County of Riverside

By _____
John J. Benoit, Chairman
Board of Supervisors

Date _____

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY:  06/16
NEAL R. KIPNIS DATE

**COUNTY OF RIVERSIDE
ST ELEVATION MYOCARDIAL INFARCTION (STEMI) RECEIVING CENTER
DESIGNATION AGREEMENT**

HOSPITAL: Riverside Healthcare System, L.P.,
dba Riverside Community Hospital

AGREEMENT NUMBER: EM-16-106

TERM OF AGREEMENT: July 1, 2016 – June 30, 2019

This Agreement is entered into by the County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and Riverside Healthcare System, L.P., dba Riverside Community Hospital, hereinafter referred to as "HOSPITAL".

1. Background

COUNTY desires to assure patients in need of ST Elevation Myocardial Infraction (STEMI) medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a STEMI CARE SYSTEM whereby a medical facility capable of providing STEMI care applies and is designated a STEMI Receiving Center. COUNTY has determined that HOSPITAL meets criteria for designation as a STEMI Receiving Center, and HOSPITAL is willing to accept designation as a STEMI Receiving Center. The parties shall fulfill their obligations as stated in this Agreement.

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by REMSA with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

3. DESCRIPTION OF OBLIGATIONS

3.1 Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL acknowledges that REMSA makes no representation and does not guarantee that STEMI Patients will be delivered to HOSPITAL for care; and does not assure that a minimum number of STEMI Patients will be delivered to HOSPITAL during the term of this Agreement.
- c. HOSPITAL shall comply with the STEMI Receiving Center Standards and shall monitor compliance with the STEMI Receiving Center Standards on a regular and ongoing basis.
- d. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement.
- e. HOSPITAL shall immediately (within 30 minutes of event) notify REMSA of any circumstances that will prevent HOSPITAL from providing STEMI Receiving Center Services.
- f. HOSPITAL shall comply with any REMSA plan of correction regarding any identified failure to meet the STEMI Receiving Center Standards, within the timeframes established by REMSA.
- g. HOSPITAL shall submit STEMI data to REMSA on a quarterly basis and upon request. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards unless additional data points are adopted as recommended by the STEMI System Committee.

3.2 Obligations of the COUNTY

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

- d. REMSA will perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.

4. Financial Responsibility

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

5. Audits and Inspections

COUNTY and its representatives shall be authorized to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and the STEMI program participants. At any time during normal business hours, as often as COUNTY may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to COUNTY, upon COUNTY's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

6. Termination

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon 30 days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon 90 days written notice to COUNTY.
- b. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 1. Any material breach of this Agreement by HOSPITAL;
 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to REMSA reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by REMSA;

8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

7. Maintenance of Records

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

8. Reports, Evaluations and Research Studies

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

9. Hold Harmless/Indemnification

HOSPITAL shall indemnify and hold harmless the County of Riverside, its agencies and departments, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim, cause of action or action based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives related to this Agreement, including but not limited to property damage, bodily injury, or death. HOSPITAL shall defend at its sole expense, including all costs and fees (and including but not limited to attorney fees, cost of investigation, defense, settlements or awards), County Indemnitees in any claim or action related to such HOSPITAL services.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL's obligations to indemnify and hold harmless the County.

10. Insurance

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

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
 - 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 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) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice requirement found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.*

4) In the event of a material modification, cancellation, expiration, or reduction in 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 coverages set forth herein and the insurance required herein is in full force and effect. *HOSPITAL shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

5) It is understood and agreed to by the parties hereto that HOSPITAL's insurance 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.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right

to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7) HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9) HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. Conflicts of Interest

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

12. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

13. Nondiscrimination

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

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To HOSPITAL:

Patrick Brilliant, CEO
Riverside Community Hospital
4445 Magnolia Ave.
Riverside, CA 92501

To County:

REMSA Director
Riverside County Emergency Medical Services Agency
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505
Phone: 951-358-5029 Fax: 951-358-5160

18. Governing Law

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

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HOSPITAL
Riverside Healthcare System, L.P., dba
Riverside Community Hospital

COUNTY
County of Riverside

By Patrick D. Brilliant
Patrick Brilliant,
Chief Executive Officer

By _____
John J. Benoit, Chairman
Board of Supervisors

Date 2/5/16

Date _____

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE 2/5/16