

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

942



**FROM:** Community Health Agency, Department of Public Health

**SUBMITTAL DATE:**  
December 1, 2010

**SUBJECT:** Ratify the Multi-Year Agreements for Advanced Life Support Services with five paramedic base hospitals in Riverside County.

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

- 1) Ratify the Hospital Base Agreements with Eisenhower Medical Center, John F. Kennedy Memorial Hospital, Riverside Community Hospital, Desert Regional Medical Center and Inland Valley Medical Center for the performance period of July 1, 2010 through June 30, 2013 for the provision of support for Emergency Medical Care Services; and
- 2) Authorize the Purchasing Agent to sign subsequent no money Amendments to the Hospital Based Agreements for the period of July 1, 2010 through June 30, 2013; and
- 3) Authorize the Chairman to execute four (4) copies of each said Agreement.

Background Continued on Page 2

Initials: BM:ys

*Susan D. Harrington*

Susan Harrington, Director  
Department of Public Health

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

**SOURCE OF FUNDS:** N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

BY: *Debra Courmoyer*  
Debra Courmoyer

**County Executive Office Signature**

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: December 14, 2010  
 xc: CHA-Public Health, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

**Prev. Agn. Ref.:** 11/15/05 3.3 **District:** ALL **Agenda Number:**

**3.13**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS* DATE: *12/1/10*

Departmental Concurrence

**SUBJECT:** Ratify the Multi-Year Agreements for Advanced Life Support Services with five paramedic base hospitals in Riverside County.

**BACKGROUND:**

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

These agreements are required under California Health and Safety Code Sections 1797.58 and 1798.100 thru 1798.105 and Section 100168 of Division 9, Title 22 of the California Code of Regulations.

These new Base Hospital Agreements have been enhanced from the previous Agreements that expired on June 30, 2010.

Highlights of the enhancements are:

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

These modifications will help make our EMS system even better by requiring higher standards from Base Hospitals in Riverside County. These are no money agreements.

EXECUTIVE  
OFFICE

10 DEC -1 PM 4:25

COUNTY OF RIVERSIDE

2010 DEC -8 AM 8:36

RECEIVED RIVERSIDE COUNTY

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 11-015	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2010 thru June 30, 2013	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Christine Craig, RN, Clinical Director, Emergency Services (760) 773-4391			
PROGRAM NAME: Base Hospital			

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

**WITNESSETH:**

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

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

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

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 19.

**HOSPITAL**

By C. M. Tof 9/2/2010  
Title V.P. Health Care Svcs

Date \_\_\_\_\_

**COUNTY**

By Marion Ashley  
Chairman, Board of Supervisors  
Date DEC 14 2010

ATTEST: Kecia Harper-Ihem, Clerk

By Karunakaran  
Date DEC 14 2010 **DEPUTY**

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 12/11/10

DEC 14 2010 3:13

## Section 1. Definitions

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

- a. Advanced Life Support (ALS) - Special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.
- b. ALS Providers - EMT-Paramedic prehospital personnel certified by the State of California and accredited by the County to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a County approved ALS Service Provider County.
- c. ALS Service Provider Agency - A public or private organization that has been approved by the County to provide ALS services within county as an authorized part of the regional EMS system.
- d. Base Hospital - One of a limited number of hospitals which, upon designation by the County and upon the completion of a written contractual agreement or agreement with the County, is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the County.
- e. Base Hospital Physician - An Emergency Department physician, employed by a Base Hospital, who has undergone an EMS Agency approved orientation to the Riverside County Emergency Medical System.
- f. Call - A response by prehospital care personnel to a request for emergency medical services
- g. Continuous Quality Improvement (CQI) Plan - The evaluation of emergency medical services to identify where personnel performance or the system itself can be

improved, the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus, a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken to assure that emergency medical services maintain the standard of care established for those services.

- h. County – Riverside County Emergency Medical Services Agency
- i. Emergency Medical Services (EMS) - The services utilized for medical emergencies.
- j. EMS System – The specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within a county.
- k. Local EMS Agency - The agency having primary responsibility for administration of emergency medical services in a county and/or region.
- l. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base Hospital and who has received training and is authorized by the Medical Director of the EMS Agency to issue instructions to EMT-Ps within an EMS system according to standardized procedures developed by the EMS Agency as defined by California laws.
- m. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the EMS Agency's medical director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.
- n. Ambulance Turn-around time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

## **Section 2. County's Obligation**

- a. County shall be responsible for the accreditation and authorization of prehospital personnel and MICNs based on the requirements established by County and requirements of California Health and Safety Code, Division 2.5 or subsequently chaptered law of the State of California.

- 1           b. County shall develop policies, procedures, and protocols in accordance with Division  
2           2.5 of the Health and Safety Code and California Code of Regulations, Title 22.

3  
4           **Section 3. Hospital's Obligation as a Base Hospital.**

- 5           a. Base Hospital shall meet all requirements set forth in, but not limited to, the  
6           California Code of Regulations, Title 22, as it pertains to Base Hospital.
- 7           b. Hospital shall provide appropriately authorized or certified personnel 24 hours per  
8           day for uninterrupted on-line medical direction.
- 9           c. Base Hospital shall follow the policies and procedures of the EMS Agency including  
10          patient treatment, triage, patient destination, patient diversion and inter-facility  
11          transfers.
- 12          d. Base Hospital agrees to accept any and all patients who are under the immediate care  
13          of prehospital emergency medical care personnel.
- 14          e. Base Hospital shall develop and implement, in cooperation with other EMS system  
15          participants, a hospital-specific written EMS QI program, as defined in Title 22,  
16          Division 9, Chapter 12, Article 1, Section 100400, and in accordance with County  
17          policies and procedures. This program shall be in accordance with the Emergency  
18          Medical Services System Quality Improvement Model Guidelines (Rev. 3/04) and  
19          shall be approved by the EMS Agency. This program shall address, but not be  
20          limited to, the following:
- 21              i. Personnel
- 22              ii. Equipment and Supplies
- 23              iii. Documentation
- 24              iv. Clinical Care and Patient Outcome
- 25              v. Skills Maintenance/Competency
- 26              vi. Transportation/Facilities
- 27              vii. Public Education/Prevention
- 28              viii. Risk Management
- f. Base Hospital shall monitor protocol compliance by field personnel and report  
            deviations from such protocol to the EMS Agency within the time frames specified in  
            Policy #2200.

- g. Base Hospital shall provide the EMS Agency with an annual update to their QI program, from the date of approval and annually thereafter on the hospital EMS QI Program, in accordance with Title 22, Division 9, Chapter 12, Article 3, Section 100403 (b), and with County policies and protocols.
- h. Base Hospital shall submit their current QI program to the EMS Agency for review one (1) year after initial approval, and every five (5) years thereafter.
- i. Base Hospital shall participate in County's EMS System planning by participation in ad-hoc groups formed by the EMS Agency, and by attending at least 50% of all Prehospital Medical Advisory Committee and/or Emergency Medical Care Committee meetings.
- j. Base Hospital shall participate in County's EMS CQI Technical Advisory Group or other ad-hoc QI groups as requested by the EMS Agency.
- k. Base Hospital shall have and agrees to utilize and maintain two-way communications equipment, as specified by the EMS Agency, capable of direct two-way voice communications with ALS providers in the County's EMS system and with the EMS Agency.
- l. Base Hospital shall have, utilize and maintain an inter-hospital communications system such as ReddiNet, or other such system approved by the EMS Agency.
- m. Base Hospital shall have and agrees to utilize and maintain dedicated telephone lines directly in the emergency department for medical direction communications with prehospital emergency medical personnel.
- n. Base Hospital shall record, either digitally or analog, all radio and telephone medical direction communications, maintain such recordings for a minimum of one (1) year, and use such recordings exclusively for auditing, continuing education and review approved by the EMS Agency.
  - i. Base Hospital shall maintain a backup recording system in the event that the primary recording system fails.
- o. Base Hospital shall employ a physician licensed in the State of California who is certified or eligible for certification by the American Board of Emergency Medicine or the Advisory Board for Osteopathic Emergency Medicine, to be available at all times to provide immediate medical direction to MICNs or prehospital emergency

1 medical care personnel. This physician shall be experienced in and have knowledge  
2 of base hospital radio operations and the EMS Agency's policies, procedures and  
3 protocols.

4 p. Base Hospital shall have a designated MICN to provide immediate medical direction  
5 to prehospital emergency medical care personnel twenty four (24) hours per day,  
6 seven (7) days per week, authorized by the medical director of the EMS Agency  
7 available. MICNs shall be required to attend:

- 8 i. At least two skills days per year, as approved by the EMS Agency
- 9 ii. At least two base hospital meetings per year, as approved by the EMS  
10 Agency.

11 q. The Designated MICN position shall take effect within 30 days of the date of this  
12 contract being signed.

13 r. Base Hospital shall designate a Base Hospital Medical Director who shall be a  
14 physician on the hospital staff, meeting the requirements of Section 3.1.

The Base Hospital Medical Director, or his/her physician designee, shall be  
15 responsible for:

- 16 1. Medical direction and supervision of the prehospital program  
17 within Hospital's area of responsibility, including review of  
18 patient care records and evaluation of personnel.
- 19 2. Evaluation of the care provided to prehospital patients and the  
20 performance of Hospital's base hospital physicians and MICNs  
21 as well as prehospital personnel.
- 22 3. Participating in County's Continuous Quality Improvement  
23 program by participating in at least 50% of CQI TAG meetings  
24 or other ad-hoc QI committees as specified by the EMS  
25 Agency.
- 26 4. Ensure that Hospital's base hospital physicians are  
27 knowledgeable in the EMS Agency's policies, procedures and  
28 protocols and are capable of providing on-line medical  
direction. This shall be accomplished by an orientation  
program, approved by the EMS Agency, to be presented to



each physician prior to his/her assuming EMS medical direction duties. All base hospital physicians shall receive a re-orientation at least every two (2) years, or more often if needed.

- s. Base Hospital shall designate a Base Hospital Prehospital Liaison Nurse (PLN) who is authorized as an MICN by the EMS Agency's medical director, to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel. Base Hospitals offering at least one (1) specialty center designation (i.e., STEMI Receiving Center, Trauma Center) shall employ a full time (at least 36 hours per week) PLN.

i. Hospital shall have until July 1, 2011 to institute the PLN as a full-time position.

- t. Prehospital Liaison Nurse shall be responsible for:

i. Ensuring that each MICN and Base Hospital Physician maintains annual competencies, as approved by the EMS Agency, on Riverside County EMS Agency protocol/policy changes.

ii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for evaluating all MICNs at least annually

iii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for identifying and reviewing calls that deviate from Riverside County EMS protocols. This policy/protocol/procedure shall be in accordance with County policies, protocols and procedures.

- u. Base Hospital shall provide continuing education for MICNs, paramedics, Base Hospital physicians, and EMTs in accordance with County's policies, protocols, procedures, and Performance Standards. This education shall include, but not be limited to:

i. Field Care Audits

ii. Base Hospital meetings

iii. Protocol updates

iv. Standardized courses such as ACLS, BCLS, PALS, PHTLS, approved by the EMS Agency

- 1           v. At least two (2) skills days per year shall be presented in accordance with the  
2           EMS Agency Performance Standards
- 3           vi. Other educational offerings as may be deemed necessary by the EMS Agency
- 4           v. Base Hospital shall provide training for Emergency Department staff as may be  
5           required by County policies, procedures and protocols. This training shall include,  
6           but not be limited to, policies/protocols/procedures for dealing with contaminated  
7           equipment per OSHA standards, such as backboards, left at the hospital by  
8           prehospital personnel.
- 9           w. Base Hospital shall equip Emergency Department with equipment as may be  
10          specified by the EMS Agency as it relates to emergency preparedness.
- 11          x. Base Hospital shall participate in research studies requested and approved by the  
12          EMS Agency.
- 13          y. Base Hospital shall actively participate in the EMS Agency's data system, including  
14          its development, implementation and management at Hospital in accordance with the  
15          EMS Agency's policies, procedures, and protocols. Participation shall be defined as  
16          attendance at more than fifty percent of EMS Agency's data system meetings.
- 17          z. Base Hospital shall allow for follow-up of prehospital patients, including patient  
18          outcome data, to the EMS Agency within their facility in accordance with local, state,  
19          and federal regulations.
- 20          aa. Base Hospital shall adhere to all federal, state, and the EMS Agency's regulations,  
21          policies and protocols concerning the confidentiality of patient/medical records.
- 22          bb. Base Hospital shall make every effort to accept ambulance patients and free the  
23          ambulance to be available to respond to other calls within 20 minutes of arrival at the  
24          Hospital.
- 25          cc. Base Hospital must participate in at least 80% of all HAVBED or other polls as  
26          requested by the EMS Agency.
- 27          dd. Base Hospital will restock authorized emergency ALS providers with medications in  
28          consideration of the following facts and conditions:
- i. The Base Hospital will restock each ambulance with morphine,  
            midazolam hydrochloride (versed) or other controlled substances  
            when documentation has been provided that said restock is

necessitated because the medications were administered to an identified patient, with the dosage administered to the patient or otherwise wasted or damaged in the course of the patient's care, in accordance with the EMS Agency's policy and procedure manual.

- ii. The Base Hospital will charge the emergency ALS provider for all medications used to restock the unit. In no case will the charge for said restocking be less than the minimum of the average wholesale price (AWP) as paid by Base Hospitals in the County.
- iii. The Base Hospital and emergency ALS provider shall maintain accurate documentation of the justification for the charges, the amount of the charges and the amount of payment for each charge for at least three years unless otherwise required by law.
- iv. The Base Hospital will not provide or transfer anything of value, directly or indirectly, overtly or covertly, in cash or kind to the emergency ALS provider or other person or entity for the purpose of causing or inducing patient referrals or other reward.

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

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

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

The term of Agreement shall begin on the date this Agreement is executed and shall continue until June 30, 2013. This Agreement may be terminated by either party upon one hundred and eighty (180) days written notice to the other.

## Section 6. Independent Contractor Status

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

## Section 7. Notices

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

***Hospital:***

Eisenhower Medical Center  
Attention: Christine Craig, RN  
Clinical Director, Emergency Services  
39000 Bob Hope Drive  
Rancho Mirage, California 92270  
(760) 773-4391  
[CCraig@emc.org](mailto:CCraig@emc.org)

**County:**

Riverside County EMS Agency

4065 County Circle Drive

Riverside, California 92503

Attn: EMS Director

Facsimile Number: 951-358-5160

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

**Section 8. Cooperation and Further Acts**

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

**Section 9. Non-Discrimination**

Hospital shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all

1  
2 requirements of the law regarding non-discrimination and affirmative action including those laws  
3 pertaining to the prohibition against qualified handicapped persons in all programs or activities.

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

- 6  
7 a. Denying an eligible person or providing to an eligible person any services or  
8 benefit which is different, or is provided in a different manner or in a different  
9 manner or at a different time from that provided to other eligible persons under  
10 this Agreement.  
11  
12 b. Subjecting an eligible person to segregation or separate treatment in any manner  
13 related to his/her receipt of any service, except when necessary for infection  
14 control.  
15  
16 c. Restricting the ineligible person in any way in the enjoyment of any advantage  
17 or privilege enjoyed by others receiving a similar service or benefit.  
18  
19 d. Treating an ineligible person differently from others in determining whether  
20 he/she satisfies an eligibility, membership, or other requirement or condition  
21 which individuals must meet in order to be provided a similar services or  
22 benefit.  
23  
24 e. The assignment of time or places for provisions of services on the basis of race,  
25 religion, color, sex, national origin, age, or physical or mental handicap of the  
26 eligible person to be served.  
27  
28

## Section 10. Insurance

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

### Workers' Compensation:

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

### Commercial General Liability:

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

1  
2 Vehicle Liability:

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

13 Professional Liability Insurance:

14 Professional Liability Insurance (Errors & Omissions), providing coverage for  
15 performance of work included within this Agreement, with a limit of liability of, not less  
16 than two million dollars \$2,000,000 per occurrence and four million dollars \$4,000,000  
17 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims  
18 made basis rather than an occurrence basis, such insurance shall continue through the  
19 term of this Agreement. Upon termination of this Agreement or the expiration or  
20 cancellation of the claims made insurance policy Consultant shall purchase at his sole  
21 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
22 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or  
23 prior to, the inception of this Agreement; or, 3) demonstrate through Certificated of  
24 Insurance that Consultant has maintained continuous coverage with the same or original  
25 insurer. Coverage provided  
26  
27  
28



1  
2 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the  
3 termination of this Agreement.

4 General Insurance Provisions – All lines:

- 5 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
6 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
7 8) unless such requirements are waived, in writing, by the County Risk Manager. If  
8 the County's Risk Manager waives a requirement for a particular insurer such waiver  
9 is only valid for that specific insurer and only for one policy term.  
10  
11 b. The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside  
12 with 1) a properly executed original Certificate(s) of Insurance and certified original  
13 copies of Endorsements effecting coverage as required herein; or, 2) if requested to  
14 do so orally or in writing by the County Risk Manager, provide original Certified  
15 copies of policies including all Endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
17 insurance shall contain the covenant of the insurance carrier(s) shall provide no less  
18 than thirty (30) days written notice be given to the County of Riverside prior to any  
19 material modification or cancellation of such insurance. In the event of a material  
20 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
21 unless the County of Riverside receives, prior to such effective date, another properly  
22 executed original Certificate of Insurance and original copies of endorsements or  
23 certified original policies, including all endorsements and attachments thereto  
24 evidencing coverage(s) and the insurance required herein is in full force and effect.  
25  
26  
27  
28

Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. *Hospital shall furnish the County of Riverside an original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within 30 days of signing this Agreement.*

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

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

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

**Section 12. Indemnification**

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

**Section 13. Entire Agreement; Amendments**

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

**Section 14. Governing Law**

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

**Section 15. Successors and Assigns**

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

**Section 16. Assignment or Transfer**

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any

1 attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire  
2 no right or interest by reason of such attempted assignment, hypothecation or transfer.

### 3 **Section 17. Construction, References and Captions**

4 Since the parties or their agents have participated fully in the preparation of this Agreement,  
5 the language of this Agreement shall be construed simply, according to its fair meaning, and not  
6 strictly for or against any party. Any term referencing time, days or period for performance shall be  
7 deemed calendar days and not work days. All references to any party shall include all officials,  
8 officers, employees and agents of that party, except as otherwise specified in this Agreement. The  
9 captions of the various sections are for convenience and ease of reference only, and do not define,  
10 limit, augment, or describe the scope, content, or intent of this Agreement.  
11

### 12 **Section 18. Waiver**

13  
14 No waiver of any default shall constitute a waiver of any other default or breach, whether of  
15 the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
16 or performed by a party shall give any other party any contractual rights by custom, estoppel, or  
17 otherwise.  
18

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

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

### 21 **Section 20. Invalidity and Severability**

22 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
23 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
24 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise  
25 unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal  
26 counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend  
27  
28

1  
2 this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment  
3 cannot be made in a manner which preserves all essential parts of the consideration for any party,  
4 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

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

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

#### 11 **Section 22. Counterparts**

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

#### 15 **Section 23. HIPAA Compliance**

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

1 Accountability Act (HIPAA) of 1996 or other law or regulation promulgated for  
2 HIPAA's purpose.

3 **Section 23. State/Federal Participation.**

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

7 /

8 //

9 ///

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 11-013	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2010 thru June 30, 2013	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Sue Smothers, Executive Assistant (760) 775-8413			
PROGRAM NAME: Base Hospital			

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

**WITNESSETH:**

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

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

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

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 19.

HOSPITAL

By Ken Bauer

Title CEO

Date 9-1-10

COUNTY

By Marian Ashley  
Chairman, Board of Supervisors

Date DEC 14 2010

ATTEST: Kecia Harper-Ihem, Clerk

By Karen [Signature] **DEPUTY**

Date DEC 14 2010

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 12/1/10

DEC 14 2010 3:13

## Section 1. Definitions

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

- a. Advanced Life Support (ALS) - Special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.
- b. ALS Providers - EMT-Paramedic prehospital personnel certified by the State of California and accredited by the County to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a County approved ALS Service Provider County.
- c. ALS Service Provider Agency - A public or private organization that has been approved by the County to provide ALS services within county as an authorized part of the regional EMS system.
- d. Base Hospital - One of a limited number of hospitals which, upon designation by the County and upon the completion of a written contractual agreement or agreement with the County, is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the County.
- e. Base Hospital Physician - An Emergency Department physician, employed by a Base Hospital, who has undergone an EMS Agency approved orientation to the Riverside County Emergency Medical System.
- f. Call - A response by prehospital care personnel to a request for emergency medical services
- g. Continuous Quality Improvement (CQI) Plan - The evaluation of emergency medical services to identify where personnel performance or the system itself can be



improved, the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus, a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken to assure that emergency medical services maintain the standard of care established for those services.

- h. County – Riverside County Emergency Medical Services Agency
- i. Emergency Medical Services (EMS) - The services utilized for medical emergencies.
- j. EMS System – The specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within a county.
- k. Local EMS Agency - The agency having primary responsibility for administration of emergency medical services in a county and/or region.
- l. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base Hospital and who has received training and is authorized by the Medical Director of the EMS Agency to issue instructions to EMT-Ps within an EMS system according to standardized procedures developed by the EMS Agency as defined by California laws.
- m. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the EMS Agency's medical director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.
- n. Ambulance Turn-around time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

## **Section 2. County's Obligation**

- a. County shall be responsible for the accreditation and authorization of prehospital personnel and MICNs based on the requirements established by County and requirements of California Health and Safety Code, Division 2.5 or subsequently chaptered law of the State of California.

- 1 b. County shall develop policies, procedures, and protocols in accordance with Division  
2 2.5 of the Health and Safety Code and California Code of Regulations, Title 22.

3 **Section 3. Hospital's Obligation as a Base Hospital.**

- 4 a. Base Hospital shall meet all requirements set forth in, but not limited to, the  
5 California Code of Regulations, Title 22, as it pertains to Base Hospital.
- 6 b. Hospital shall provide appropriately authorized or certified personnel 24 hours per  
7 day for uninterrupted on-line medical direction.
- 8 c. Base Hospital shall follow the policies and procedures of the EMS Agency including  
9 patient treatment, triage, patient destination, patient diversion and inter-facility  
10 transfers.
- 11 d. Base Hospital agrees to accept any and all patients who are under the immediate care  
12 of prehospital emergency medical care personnel.
- 13 e. Base Hospital shall develop and implement, in cooperation with other EMS system  
14 participants, a hospital-specific written EMS QI program, as defined in Title 22,  
15 Division 9, Chapter 12, Article 1, Section 100400, and in accordance with County  
16 policies and procedures. This program shall be in accordance with the Emergency  
17 Medical Services System Quality Improvement Model Guidelines (Rev. 3/04) and  
18 shall be approved by the EMS Agency. This program shall address, but not be  
19 limited to, the following:
- 20 i. Personnel
  - 21 ii. Equipment and Supplies
  - 22 iii. Documentation
  - 23 iv. Clinical Care and Patient Outcome
  - 24 v. Skills Maintenance/Competency
  - 25 vi. Transportation/Facilities
  - 26 vii. Public Education/Prevention
  - 27 viii. Risk Management
- 28 f. Base Hospital shall monitor protocol compliance by field personnel and report  
deviations from such protocol to the EMS Agency within the time frames specified in  
Policy #2200.

- 1 g. Base Hospital shall provide the EMS Agency with an annual update to their QI  
2 program, from the date of approval and annually thereafter on the hospital EMS QI  
3 Program, in accordance with Title 22, Division 9, Chapter 12, Article 3, Section  
4 100403 (b), and with County policies and protocols.
- 5 h. Base Hospital shall submit their current QI program to the EMS Agency for review  
6 one (1) year after initial approval, and every five (5) years thereafter.
- 7 i. Base Hospital shall participate in County's EMS System planning by participation in  
8 ad-hoc groups formed by the EMS Agency, and by attending at least 50% of all  
9 Prehospital Medical Advisory Committee and/or Emergency Medical Care  
10 Committee meetings.
- 11 j. Base Hospital shall participate in County's EMS CQI Technical Advisory Group or  
12 other ad-hoc QI groups as requested by the EMS Agency.
- 13 k. Base Hospital shall have and agrees to utilize and maintain two-way communications  
14 equipment, as specified by the EMS Agency, capable of direct two-way voice  
15 communications with ALS providers in the County's EMS system and with the EMS  
16 Agency.
- 17 l. Base Hospital shall have, utilize and maintain an inter-hospital communications  
18 system such as ReddiNet, or other such system approved by the EMS Agency.
- 19 m. Base Hospital shall have and agrees to utilize and maintain dedicated telephone lines  
20 directly in the emergency department for medical direction communications with  
21 prehospital emergency medical personnel.
- 22 n. Base Hospital shall record, either digitally or analog, all radio and telephone medical  
23 direction communications, maintain such recordings for a minimum of one (1) year,  
24 and use such recordings exclusively for auditing, continuing education and review  
25 approved by the EMS Agency.
- 26 i. Base Hospital shall maintain a backup recording system in the event that the  
27 primary recording system fails.
- 28 o. Base Hospital shall employ a physician licensed in the State of California who is  
certified or eligible for certification by the American Board of Emergency Medicine  
or the Advisory Board for Osteopathic Emergency Medicine, to be available at all  
times to provide immediate medical direction to MICNs or prehospital emergency

1 medical care personnel. This physician shall be experienced in and have knowledge  
2 of base hospital radio operations and the EMS Agency's policies, procedures and  
3 protocols.

- 4 p. Base Hospital shall have a designated MICN to provide immediate medical direction  
5 to prehospital emergency medical care personnel twenty four (24) hours per day,  
6 seven (7) days per week, authorized by the medical director of the EMS Agency  
7 available. MICNs shall be required to attend:

- 8 i. At least two skills days per year, as approved by the EMS Agency  
9 ii. At least two base hospital meetings per year, as approved by the EMS  
10 Agency.

- 11 q. The Designated MICN position shall take effect within 30 days of the date of this  
12 contract being signed.

- 13 r. Base Hospital shall designate a Base Hospital Medical Director who shall be a  
14 physician on the hospital staff, meeting the requirements of Section 3.1.  
15 The Base Hospital Medical Director, or his/her physician designee, shall be  
16 responsible for:

- 17 1. Medical direction and supervision of the prehospital program  
18 within Hospital's area of responsibility, including review of  
19 patient care records and evaluation of personnel.
- 20 2. Evaluation of the care provided to prehospital patients and the  
21 performance of Hospital's base hospital physicians and MICNs  
22 as well as prehospital personnel.
- 23 3. Participating in County's Continuous Quality Improvement  
24 program by participating in at least 50% of CQI TAG meetings  
25 or other ad-hoc QI committees as specified by the EMS  
26 Agency.
- 27 4. Ensure that Hospital's base hospital physicians are  
28 knowledgeable in the EMS Agency's policies, procedures and  
protocols and are capable of providing on-line medical  
direction. This shall be accomplished by an orientation  
program, approved by the EMS Agency, to be presented to

each physician prior to his/her assuming EMS medical direction duties. All base hospital physicians shall receive a re-orientation at least every two (2) years, or more often if needed.

- s. Base Hospital shall designate a Base Hospital Prehospital Liaison Nurse (PLN) who is authorized as an MICN by the EMS Agency's medical director, to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel. Base Hospitals offering at least one (1) specialty center designation (i.e., STEMI Receiving Center, Trauma Center) shall employ a full time (at least 36 hours per week) PLN.
  - i. Hospital shall have until July 1, 2011 to institute the PLN as a full-time position.
- t. Prehospital Liaison Nurse shall be responsible for:
  - i. Ensuring that each MICN and Base Hospital Physician maintains annual competencies, as approved by the EMS Agency, on Riverside County EMS Agency protocol/policy changes.
  - ii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for evaluating all MICNs at least annually
  - iii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for identifying and reviewing calls that deviate from Riverside County EMS protocols. This policy/protocol/procedure shall be in accordance with County policies, protocols and procedures.
- u. Base Hospital shall provide continuing education for MICNs, paramedics, Base Hospital physicians, and EMTs in accordance with County's policies, protocols, procedures, and Performance Standards. This education shall include, but not be limited to:
  - i. Field Care Audits
  - ii. Base Hospital meetings
  - iii. Protocol updates
  - iv. Standardized courses such as ACLS, BCLS, PALS, PHTLS, approved by the EMS Agency

- v. At least two (2) skills days per year shall be presented in accordance with the EMS Agency Performance Standards
- vi. Other educational offerings as may be deemed necessary by the EMS Agency
- v. Base Hospital shall provide training for Emergency Department staff as may be required by County policies, procedures and protocols. This training shall include, but not be limited to, policies/protocols/procedures for dealing with contaminated equipment per OSHA standards, such as backboards, left at the hospital by prehospital personnel.
- w. Base Hospital shall equip Emergency Department with equipment as may be specified by the EMS Agency as it relates to emergency preparedness.
- x. Base Hospital shall participate in research studies requested and approved by the EMS Agency.
- y. Base Hospital shall actively participate in the EMS Agency's data system, including its development, implementation and management at Hospital in accordance with the EMS Agency's policies, procedures, and protocols. Participation shall be defined as attendance at more than fifty percent of EMS Agency's data system meetings.
- z. Base Hospital shall allow for follow-up of prehospital patients, including patient outcome data, to the EMS Agency within their facility in accordance with local, state, and federal regulations.
- aa. Base Hospital shall adhere to all federal, state, and the EMS Agency's regulations, policies and protocols concerning the confidentiality of patient/medical records.
- bb. Base Hospital shall make every effort to accept ambulance patients and free the ambulance to be available to respond to other calls within 20 minutes of arrival at the Hospital.
- cc. Base Hospital must participate in at least 80% of all HAVBED or other polls as requested by the EMS Agency.
- dd. Base Hospital will restock authorized emergency ALS providers with medications in consideration of the following facts and conditions:
  - i. The Base Hospital will restock each ambulance with morphine, midazolam hydrochloride (versed) or other controlled substances when documentation has been provided that said restock is

1 necessitated because the medications were administered to an  
2 identified patient, with the dosage administered to the patient or  
3 otherwise wasted or damaged in the course of the patient's care, in  
4 accordance with the EMS Agency's policy and procedure manual.

- 5 ii. The Base Hospital will charge the emergency ALS provider for all  
6 medications used to restock the unit. In no case will the charge for  
7 said restocking be less than the minimum of the average wholesale  
8 price (AWP) as paid by Base Hospitals in the County.
- 9 iii. The Base Hospital and emergency ALS provider shall maintain  
10 accurate documentation of the justification for the charges, the  
11 amount of the charges and the amount of payment for each charge  
12 for at least three years unless otherwise required by law.
- 13 iv. The Base Hospital will not provide or transfer anything of value,  
14 directly or indirectly, overtly or covertly, in cash or kind to the  
15 emergency ALS provider or other person or entity for the purpose of  
16 causing or inducing patient referrals or other reward.

17 **Section 4. Hospital Reimbursement.**

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

24 **Section 5. Term/Termination.**

25 The term of Agreement shall begin on the date this Agreement is executed and shall  
26 continue until June 30, 2013. This Agreement may be terminated by either party upon one  
27 hundred and eighty (180) days written notice to the other.  
28

## Section 6. Independent Contractor Status

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

## Section 7. Notices

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

### ***Hospital:***

John F. Kennedy Memorial Hospital  
Attention: Sue Smothers, Executive Assistant  
47-111 Monroe Street  
Indio, California 92201  
[Sue.Smothers@tenethealth.com](mailto:Sue.Smothers@tenethealth.com)  
(760) 775-8413



**County:**

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

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

**Section 8. Cooperation and Further Acts**

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

**Section 9. Non-Discrimination**

Hospital shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all

1  
2 requirements of the law regarding non-discrimination and affirmative action including those laws  
3 pertaining to the prohibition against qualified handicapped persons in all programs or activities.

4 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex,  
5 national origin, age or physical or mental handicap include, but not limited to, the following:  
6

- 7 a. Denying an eligible person or providing to an eligible person any services or  
8 benefit which is different, or is provided in a different manner or in a different  
9 manner or at a different time from that provided to other eligible persons under  
10 this Agreement.
- 11 b. Subjecting an eligible person to segregation or separate treatment in any manner  
12 related to his/her receipt of any service, except when necessary for infection  
13 control.
- 14 c. Restricting the ineligible person in any way in the enjoyment of any advantage  
15 or privilege enjoyed by others receiving a similar service or benefit.
- 16 d. Treating an ineligible person differently from others in determining whether  
17 he/she satisfies an eligibility, membership, or other requirement or condition  
18 which individuals must meet in order to be provided a similar services or  
19 benefit.
- 20 e. The assignment of time or places for provisions of services on the basis of race,  
21 religion, color, sex, national origin, age, or physical or mental handicap of the  
22 eligible person to be served.  
23  
24  
25  
26  
27  
28

## Section 10. Insurance

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

### Workers' Compensation:

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

### Commercial General Liability:

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

1  
2 Vehicle Liability:

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

12  
13 Professional Liability Insurance:

14 Professional Liability Insurance (Errors & Omissions), providing coverage for  
15 performance of work included within this Agreement, with a limit of liability of, not less  
16 than two million dollars \$2,000,000 per occurrence and four million dollars \$4,000,000  
17 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims  
18 made basis rather than an occurrence basis, such insurance shall continue through the  
19 term of this Agreement. Upon termination of this Agreement or the expiration or  
20 cancellation of the claims made insurance policy Consultant shall purchase at his sole  
21 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
22 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or  
23 prior to, the inception of this Agreement; or, 3) demonstrate through Certificated of  
24 Insurance that Consultant has maintained continuous coverage with the same or original  
25 insurer. Coverage provided  
26  
27  
28

1  
2 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the  
3 termination of this Agreement.

4 General Insurance Provisions – All lines:

- 5 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
6 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
7 8) unless such requirements are waived, in writing, by the County Risk Manager. If  
8 the County's Risk Manager waives a requirement for a particular insurer such waiver  
9 is only valid for that specific insurer and only for one policy term.
- 10  
11 b. The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside  
12 with 1) a properly executed original Certificate(s) of Insurance and certified original  
13 copies of Endorsements effecting coverage as required herein; or, 2) if requested to  
14 do so orally or in writing by the County Risk Manager, provide original Certified  
15 copies of policies including all Endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
17 insurance shall contain the covenant of the insurance carrier(s) shall provide no less  
18 than thirty (30) days written notice be given to the County of Riverside prior to any  
19 material modification or cancellation of such insurance. In the event of a material  
20 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
21 unless the County of Riverside receives, prior to such effective date, another properly  
22 executed original Certificate of Insurance and original copies of endorsements or  
23 certified original policies, including all endorsements and attachments thereto  
24 evidencing coverage(s) and the insurance required herein is in full force and effect.  
25  
26  
27  
28

Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. *Hospital shall furnish the County of Riverside an original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within 30 days of signing this Agreement.*

c. It is understood and agreed by the parties hereto and the Hospital's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

d. Hospital may meet the above insurance obligation by either purchasing insurance, through a program of self-insurance, or by participation in a Joint Powers Insurance Authority.

e. *Failure on the part of Hospital to produce or maintain required insurance or the self-insurance program shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement*

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

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

1  
2 **Section 12. Indemnification**

3 Hospital shall indemnify and hold County harmless from any liability whatsoever, based  
4 or asserted upon services of Hospital, its agents, employees, or subcontractors, arising out of or  
5 in any way relating to this Agreement, for property damage, bodily injury, or death or any other  
6 element of damage of any kind or nature resulting from acts, failures to act, omissions, errors,  
7 negligence, including willful acts or intentional acts of Hospital, its officers, agents, employees  
8 or subcontractors hereunder, and Hospital shall defend, at its sole expense, including but not  
9 limited to attorney fees, County, Special Districts, their respective Directors, Officers, Board of  
10 Supervisors, employees, agents, and subcontractors in any legal claim or action based upon such  
11 alleged acts or omissions.  
12  
13

14 **Section 13. Entire Agreement; Amendments**

15 This Agreement contains the entire Agreement of the parties with respect to the subject  
16 matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement  
17 may only be modified by a writing signed by both parties.  
18

19 **Section 14. Governing Law**

20 This Agreement shall be governed by the laws of the State of California. Venue shall be in  
21 Riverside County.  
22

23 **Section 15. Successors and Assigns**

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

25 **Section 16. Assignment or Transfer**

26 No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of  
27 law, this Agreement or any interest herein without the prior written consent of the other party. Any  
28

1 attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire  
2 no right or interest by reason of such attempted assignment, hypothecation or transfer.

### 3 **Section 17. Construction, References and Captions**

4 Since the parties or their agents have participated fully in the preparation of this Agreement,  
5 the language of this Agreement shall be construed simply, according to its fair meaning, and not  
6 strictly for or against any party. Any term referencing time, days or period for performance shall be  
7 deemed calendar days and not work days. All references to any party shall include all officials,  
8 officers, employees and agents of that party, except as otherwise specified in this Agreement. The  
9 captions of the various sections are for convenience and ease of reference only, and do not define,  
10 limit, augment, or describe the scope, content, or intent of this Agreement.  
11

### 12 **Section 18. Waiver**

13  
14 No waiver of any default shall constitute a waiver of any other default or breach, whether of  
15 the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
16 or performed by a party shall give any other party any contractual rights by custom, estoppels, or  
17 otherwise.  
18

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

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

### 21 **Section 20. Invalidity and Severability**

22 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
23 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
24 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise  
25 unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal  
26 counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend  
27  
28



1  
2 this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment  
3 cannot be made in a manner which preserves all essential parts of the consideration for any party,  
4 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

5  
6 **Section 21. Authority to Execute Agreement**

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

11  
12 **Section 22. Counterparts**

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

15 **Section 23. HIPAA Compliance**

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

1 Accountability Act (HIPAA) of 1996 or other law or regulation promulgated for  
2 HIPAA's purpose.

3 **Section 23. State/Federal Participation.**

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

7 /

8 //

9 ///

# COUNTY OF RIVERSIDE

COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 11-011	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$0-		PERIOD OF PERFORMANCE July 1, 2010 thru June 30, 2013	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Loretta Coronado (951) 788-3545			
PROGRAM NAME: Base Hospital			

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

## WITNESSETH:

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

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

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

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 19.

## HOSPITAL

By Freddie Puchall

Title Sr. VP, Patient Care

Date 9/3/10

## COUNTY

By Mark Ashley  
Chairman, Board of Supervisors

Date \_\_\_\_\_

ATTEST: Kecia Harper-Ihem, Clerk

By Kecia Harper-Ihem

Date DEC 14 2010 DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 12/14/10

DEC 14 2010 3:13

## Section 1. Definitions

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

- a. Advanced Life Support (ALS) - Special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.
- b. ALS Providers - EMT-Paramedic prehospital personnel certified by the State of California and accredited by the County to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a County approved ALS Service Provider County.
- c. ALS Service Provider Agency - A public or private organization that has been approved by the County to provide ALS services within county as an authorized part of the regional EMS system.
- d. Base Hospital - One of a limited number of hospitals which, upon designation by the County and upon the completion of a written contractual agreement or agreement with the County, is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the County.
- e. Base Hospital Physician - An Emergency Department physician, employed by a Base Hospital, who has undergone an EMS Agency approved orientation to the Riverside County Emergency Medical System.
- f. Call - A response by prehospital care personnel to a request for emergency medical services
- g. Continuous Quality Improvement (CQI) Plan - The evaluation of emergency medical services to identify where personnel performance or the system itself can be

improved, the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus, a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken to assure that emergency medical services maintain the standard of care established for those services.

- h. County – Riverside County Emergency Medical Services Agency
- i. Emergency Medical Services (EMS) - The services utilized for medical emergencies.
- j. EMS System – The specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within a county.
- k. Local EMS Agency - The agency having primary responsibility for administration of emergency medical services in a county and/or region.
- l. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base Hospital and who has received training and is authorized by the Medical Director of the EMS Agency to issue instructions to EMT-Ps within an EMS system according to standardized procedures developed by the EMS Agency as defined by California laws.
- m. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the EMS Agency's medical director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.
- n. Ambulance Turn-around time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

## **Section 2. County's Obligation**

- a. County shall be responsible for the accreditation and authorization of prehospital personnel and MICNs based on the requirements established by County and requirements of California Health and Safety Code, Division 2.5 or subsequently chaptered law of the State of California.

- b. County shall develop policies, procedures, and protocols in accordance with Division 2.5 of the Health and Safety Code and California Code of Regulations, Title 22.

**Section 3. Hospital's Obligation as a Base Hospital.**

- a. Base Hospital shall meet all requirements set forth in, but not limited to, the California Code of Regulations, Title 22, as it pertains to Base Hospital.
- b. Hospital shall provide appropriately authorized or certified personnel 24 hours per day for uninterrupted on-line medical direction.
- c. Base Hospital shall follow the policies and procedures of the EMS Agency including patient treatment, triage, patient destination, patient diversion and inter-facility transfers.
- d. Base Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.
- e. Base Hospital shall develop and implement, in cooperation with other EMS system participants, a hospital-specific written EMS QI program, as defined in Title 22, Division 9, Chapter 12, Article 1, Section 100400, and in accordance with County policies and procedures. This program shall be in accordance with the Emergency Medical Services System Quality Improvement Model Guidelines (Rev. 3/04) and shall be approved by the EMS Agency. This program shall address, but not be limited to, the following:
- i. Personnel
  - ii. Equipment and Supplies
  - iii. Documentation
  - iv. Clinical Care and Patient Outcome
  - v. Skills Maintenance/Competency
  - vi. Transportation/Facilities
  - vii. Public Education/Prevention
  - viii. Risk Management
- f. Base Hospital shall monitor protocol compliance by field personnel and report deviations from such protocol to the EMS Agency within the time frames specified in Policy #2200.

- 1 g. Base Hospital shall provide the EMS Agency with an annual update to their QI  
2 program, from the date of approval and annually thereafter on the hospital EMS QI  
3 Program, in accordance with Title 22, Division 9, Chapter 12, Article 3, Section  
4 100403 (b), and with County policies and protocols.
- 5 h. Base Hospital shall submit their current QI program to the EMS Agency for review  
6 one (1) year after initial approval, and every five (5) years thereafter.
- 7 i. Base Hospital shall participate in County's EMS System planning by participation in  
8 ad-hoc groups formed by the EMS Agency, and by attending at least 50% of all  
9 Prehospital Medical Advisory Committee and/or Emergency Medical Care  
10 Committee meetings.
- 11 j. Base Hospital shall participate in County's EMS CQI Technical Advisory Group or  
12 other ad-hoc QI groups as requested by the EMS Agency.
- 13 k. Base Hospital shall have and agrees to utilize and maintain two-way communications  
14 equipment, as specified by the EMS Agency, capable of direct two-way voice  
15 communications with ALS providers in the County's EMS system and with the EMS  
16 Agency.
- 17 l. Base Hospital shall have, utilize and maintain an inter-hospital communications  
18 system such as ReddiNet, or other such system approved by the EMS Agency.
- 19 m. Base Hospital shall have and agrees to utilize and maintain dedicated telephone lines  
20 directly in the emergency department for medical direction communications with  
21 prehospital emergency medical personnel.
- 22 n. Base Hospital shall record, either digitally or analog, all radio and telephone medical  
23 direction communications, maintain such recordings for a minimum of one (1) year,  
24 and use such recordings exclusively for auditing, continuing education and review  
25 approved by the EMS Agency.
- 26 i. Base Hospital shall maintain a backup recording system in the event that the  
27 primary recording system fails.
- 28 o. Base Hospital shall employ a physician licensed in the State of California who is  
certified or eligible for certification by the American Board of Emergency Medicine  
or the Advisory Board for Osteopathic Emergency Medicine, to be available at all  
times to provide immediate medical direction to MICNs or prehospital emergency

1 medical care personnel. This physician shall be experienced in and have knowledge  
2 of base hospital radio operations and the EMS Agency's policies, procedures and  
3 protocols.

- 4 p. Base Hospital shall have a designated MICN to provide immediate medical direction  
5 to prehospital emergency medical care personnel twenty four (24) hours per day,  
6 seven (7) days per week, authorized by the medical director of the EMS Agency  
7 available. MICNs shall be required to attend:

- 8 i. At least two skills days per year, as approved by the EMS Agency  
9 ii. At least two base hospital meetings per year, as approved by the EMS  
10 Agency.

- 11 q. The Designated MICN position shall take effect within 30 days of the date of this  
12 contract being signed.

- 13 r. Base Hospital shall designate a Base Hospital Medical Director who shall be a  
14 physician on the hospital staff, meeting the requirements of Section 3.1.

15 The Base Hospital Medical Director, or his/her physician designee, shall be  
16 responsible for:

- 17 1. Medical direction and supervision of the prehospital program  
18 within Hospital's area of responsibility, including review of  
19 patient care records and evaluation of personnel.
- 20 2. Evaluation of the care provided to prehospital patients and the  
21 performance of Hospital's base hospital physicians and MICNs  
22 as well as prehospital personnel.
- 23 3. Participating in County's Continuous Quality Improvement  
24 program by participating in at least 50% of CQI TAG meetings  
25 or other ad-hoc QI committees as specified by the EMS  
26 Agency.
- 27 4. Ensure that Hospital's base hospital physicians are  
28 knowledgeable in the EMS Agency's policies, procedures and  
protocols and are capable of providing on-line medical  
direction. This shall be accomplished by an orientation  
program, approved by the EMS Agency, to be presented to



each physician prior to his/her assuming EMS medical direction duties. All base hospital physicians shall receive a re-orientation at least every two (2) years, or more often if needed.

- s. Base Hospital shall designate a Base Hospital Prehospital Liaison Nurse (PLN) who is authorized as an MICN by the EMS Agency's medical director, to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel. Base Hospitals offering at least one (1) specialty center designation (i.e., STEMI Receiving Center, Trauma Center) shall employ a full time (at least 36 hours per week) PLN.
  - i. Hospital shall have until July 1, 2011 to institute the PLN as a full-time position.
- t. Prehospital Liaison Nurse shall be responsible for:
  - i. Ensuring that each MICN and Base Hospital Physician maintains annual competencies, as approved by the EMS Agency, on Riverside County EMS Agency protocol/policy changes.
  - ii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for evaluating all MICNs at least annually
  - iii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for identifying and reviewing calls that deviate from Riverside County EMS protocols. This policy/protocol/procedure shall be in accordance with County policies, protocols and procedures.
- u. Base Hospital shall provide continuing education for MICNs, paramedics, Base Hospital physicians, and EMTs in accordance with County's policies, protocols, procedures, and Performance Standards. This education shall include, but not be limited to:
  - i. Field Care Audits
  - ii. Base Hospital meetings
  - iii. Protocol updates
  - iv. Standardized courses such as ACLS, BCLS, PALS, PHTLS, approved by the EMS Agency

- 1 v. At least two (2) skills days per year shall be presented in accordance with the  
2 EMS Agency Performance Standards
- 3 vi. Other educational offerings as may be deemed necessary by the EMS Agency
- 4 v. Base Hospital shall provide training for Emergency Department staff as may be  
5 required by County policies, procedures and protocols. This training shall include,  
6 but not be limited to, policies/protocols/procedures for dealing with contaminated  
7 equipment per OSHA standards, such as backboards, left at the hospital by  
8 prehospital personnel.
- 9 w. Base Hospital shall equip Emergency Department with equipment as may be  
10 specified by the EMS Agency as it relates to emergency preparedness.
- 11 x. Base Hospital shall participate in research studies requested and approved by the  
12 EMS Agency.
- 13 y. Base Hospital shall actively participate in the EMS Agency's data system, including  
14 its development, implementation and management at Hospital in accordance with the  
15 EMS Agency's policies, procedures, and protocols. Participation shall be defined as  
16 attendance at more than fifty percent of EMS Agency's data system meetings.
- 17 z. Base Hospital shall allow for follow-up of prehospital patients, including patient  
18 outcome data, to the EMS Agency within their facility in accordance with local, state,  
19 and federal regulations.
- 20 aa. Base Hospital shall adhere to all federal, state, and the EMS Agency's regulations,  
21 policies and protocols concerning the confidentiality of patient/medical records.
- 22 bb. Base Hospital shall make every effort to accept ambulance patients and free the  
23 ambulance to be available to respond to other calls within 20 minutes of arrival at the  
24 Hospital.
- 25 cc. Base Hospital must participate in at least 80% of all HAVBED or other polls as  
26 requested by the EMS Agency.
- 27 dd. Base Hospital will restock authorized emergency ALS providers with medications in  
28 consideration of the following facts and conditions:
- i. The Base Hospital will restock each ambulance with morphine,  
midazolam hydrochloride (versed) or other controlled substances  
when documentation has been provided that said restock is

necessitated because the medications were administered to an identified patient, with the dosage administered to the patient or otherwise wasted or damaged in the course of the patient's care, in accordance with the EMS Agency's policy and procedure manual.

- ii. The Base Hospital will charge the emergency ALS provider for all medications used to restock the unit. In no case will the charge for said restocking be less than the minimum of the average wholesale price (AWP) as paid by Base Hospitals in the County.
- iii. The Base Hospital and emergency ALS provider shall maintain accurate documentation of the justification for the charges, the amount of the charges and the amount of payment for each charge for at least three years unless otherwise required by law.
- iv. The Base Hospital will not provide or transfer anything of value, directly or indirectly, overtly or covertly, in cash or kind to the emergency ALS provider or other person or entity for the purpose of causing or inducing patient referrals or other reward.

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

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

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

The term of Agreement shall begin on the date this Agreement is executed and shall continue until June 30, 2013. This Agreement may be terminated by either party upon one hundred and eighty (180) days written notice to the other.

## Section 6. Independent Contractor Status

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

## Section 7. Notices

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

***Hospital:***

Riverside Community Hospital

Attention: Loretta Coronado

4445 Magnolia Avenue

Riverside, California 92501

[Loretta.coronado@hcahealthcare.com](mailto:Loretta.coronado@hcahealthcare.com)

(951) 788-3545

**County:**

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

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

**Section 8. Cooperation and Further Acts**

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

**Section 9. Non-Discrimination**

Hospital shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all

1  
2 requirements of the law regarding non-discrimination and affirmative action including those laws  
3 pertaining to the prohibition against qualified handicapped persons in all programs or activities.

4 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex,  
5 national origin, age or physical or mental handicap include, but not limited to, the following:  
6

- 7 a. Denying an eligible person or providing to an eligible person any services or  
8 benefit which is different, or is provided in a different manner or in a different  
9 manner or at a different time from that provided to other eligible persons under  
10 this Agreement.  
11
- 12 b. Subjecting an eligible person to segregation or separate treatment in any manner  
13 related to his/her receipt of any service, except when necessary for infection  
14 control.  
15
- 16 c. Restricting the ineligible person in any way in the enjoyment of any advantage  
17 or privilege enjoyed by others receiving a similar service or benefit.  
18
- 19 d. Treating an ineligible person differently from others in determining whether  
20 he/she satisfies an eligibility, membership, or other requirement or condition  
21 which individuals must meet in order to be provided a similar services or  
22 benefit.  
23
- 24 e. The assignment of time or places for provisions of services on the basis of race,  
25 religion, color, sex, national origin, age, or physical or mental handicap of the  
26 eligible person to be served.  
27  
28

## Section 10. Insurance

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

### Workers' Compensation:

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

### Commercial General Liability:

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

1  
2 Vehicle Liability:

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

13 Professional Liability Insurance:

14 Professional Liability Insurance (Errors & Omissions), providing coverage for  
15 performance of work included within this Agreement, with a limit of liability of, not less  
16 than two million dollars \$2,000,000 per occurrence and four million dollars \$4,000,000  
17 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims  
18 made basis rather than an occurrence basis, such insurance shall continue through the  
19 term of this Agreement. Upon termination of this Agreement or the expiration or  
20 cancellation of the claims made insurance policy Consultant shall purchase at his sole  
21 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
22 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or  
23 prior to, the inception of this Agreement; or, 3) demonstrate through Certificated of  
24 Insurance that Consultant has maintained continuous coverage with the same or original  
25 insurer. Coverage provided  
26  
27  
28



1  
2 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the  
3 termination of this Agreement.

4 General Insurance Provisions – All lines:

- 5 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
6 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
7 8) unless such requirements are waived, in writing, by the County Risk Manager. If  
8 the County's Risk Manager waives a requirement for a particular insurer such waiver  
9 is only valid for that specific insurer and only for one policy term.
- 10  
11 b. The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside  
12 with 1) a properly executed original Certificate(s) of Insurance and certified original  
13 copies of Endorsements effecting coverage as required herein; or, 2) if requested to  
14 do so orally or in writing by the County Risk Manager, provide original Certified  
15 copies of policies including all Endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
17 insurance shall contain the covenant of the insurance carrier(s) shall provide no less  
18 than thirty (30) days written notice be given to the County of Riverside prior to any  
19 material modification or cancellation of such insurance. In the event of a material  
20 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
21 unless the County of Riverside receives, prior to such effective date, another properly  
22 executed original Certificate of Insurance and original copies of endorsements or  
23 certified original policies, including all endorsements and attachments thereto  
24 evidencing coverage(s) and the insurance required herein is in full force and effect.  
25  
26  
27  
28

Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. ***Hospital shall furnish the County of Riverside an original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within 30 days of signing this Agreement.***

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

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

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

1  
2 **Section 12. Indemnification**

3 Hospital shall indemnify and hold County harmless from any liability whatsoever, based  
4 or asserted upon services of Hospital, its agents, employees, or subcontractors, arising out of or  
5 in any way relating to this Agreement, for property damage, bodily injury, or death or any other  
6 element of damage of any kind or nature resulting from acts, failures to act, omissions, errors,  
7 negligence, including willful acts or intentional acts of Hospital, its officers, agents, employees  
8 or subcontractors hereunder, and Hospital shall defend, at its sole expense, including but not  
9 limited to attorney fees, County, Special Districts, their respective Directors, Officers, Board of  
10 Supervisors, employees, agents, and subcontractors in any legal claim or action based upon such  
11 alleged acts or omissions.  
12  
13

14 **Section 13. Entire Agreement; Amendments**

15 This Agreement contains the entire Agreement of the parties with respect to the subject  
16 matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement  
17 may only be modified by a writing signed by both parties.  
18

19 **Section 14. Governing Law**

20 This Agreement shall be governed by the laws of the State of California. Venue shall be in  
21 Riverside County.  
22

23 **Section 15. Successors and Assigns**

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

25 **Section 16. Assignment or Transfer**

26 No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of  
27 law, this Agreement or any interest herein without the prior written consent of the other party. Any  
28

1 attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire  
2 no right or interest by reason of such attempted assignment, hypothecation or transfer.

### 3 **Section 17. Construction, References and Captions**

4 Since the parties or their agents have participated fully in the preparation of this Agreement,  
5 the language of this Agreement shall be construed simply, according to its fair meaning, and not  
6 strictly for or against any party. Any term referencing time, days or period for performance shall be  
7 deemed calendar days and not work days. All references to any party shall include all officials,  
8 officers, employees and agents of that party, except as otherwise specified in this Agreement. The  
9 captions of the various sections are for convenience and ease of reference only, and do not define,  
10 limit, augment, or describe the scope, content, or intent of this Agreement.  
11

### 12 **Section 18. Waiver**

13  
14 No waiver of any default shall constitute a waiver of any other default or breach, whether of  
15 the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
16 or performed by a party shall give any other party any contractual rights by custom, estoppel, or  
17 otherwise.  
18

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

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

### 21 **Section 20. Invalidity and Severability**

22 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
23 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
24 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise  
25 unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal  
26 counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend  
27  
28

1  
2 this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment  
3 cannot be made in a manner which preserves all essential parts of the consideration for any party,  
4 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

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

6  
7 Each party warrants that it has all requisite power and authority to conduct its business and  
8 to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who  
9 have signed this Agreement have the legal power to make this Agreement and bind each respective  
10 party hereto.

#### 11 **Section 22. Counterparts**

12  
13 This Agreement may be signed in one or more counterparts, each of which shall constitute  
14 an original.

#### 15 **Section 23. HIPAA Compliance**

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

1 Accountability Act (HIPAA) of 1996 or other law or regulation promulgated for  
2 HIPAA's purpose.

3 **Section 23. State/Federal Participation.**

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

7 /

8 //

9 ///

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 11-016	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$0-		PERIOD OF PERFORMANCE July 1, 2010 thru June 30, 2013	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Heidi Anderson, RN, PLN (760) 323-6524			
PROGRAM NAME: Base Hospital			

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

**WITNESSETH:**

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

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

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

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 19.

HOSPITAL

By

*[Signature]*

Title

*President/CEO*

Date

*9-7-10*

COUNTY

By

*[Signature]*  
Chairman, Board of Supervisors

Date

**DEC 14 2010**

**MARION ASHLEY**

ATTEST: Kecia Harper-Ihem, Clerk

By

*[Signature]*  
Date **DEC 14 2010**

**DEPUTY**

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

**DEC 14 2010 3.13**

## Section 1. Definitions

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

- a. Advanced Life Support (ALS) - Special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.
- b. ALS Providers - EMT-Paramedic prehospital personnel certified by the State of California and accredited by the County to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a County approved ALS Service Provider County.
- c. ALS Service Provider Agency - A public or private organization that has been approved by the County to provide ALS services within county as an authorized part of the regional EMS system.
- d. Base Hospital - One of a limited number of hospitals which, upon designation by the County and upon the completion of a written contractual agreement or agreement with the County, is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the County.
- e. Base Hospital Physician - An Emergency Department physician, employed by a Base Hospital, who has undergone an EMS Agency approved orientation to the Riverside County Emergency Medical System.
- f. Call - A response by prehospital care personnel to a request for emergency medical services
- g. Continuous Quality Improvement (CQI) Plan - The evaluation of emergency medical services to identify where personnel performance or the system itself can be



improved, the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus, a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken to assure that emergency medical services maintain the standard of care established for those services.

- h. County – Riverside County Emergency Medical Services Agency
- i. Emergency Medical Services (EMS) - The services utilized for medical emergencies.
- j. EMS System – The specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within a county.
- k. Local EMS Agency - The agency having primary responsibility for administration of emergency medical services in a county and/or region.
- l. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base Hospital and who has received training and is authorized by the Medical Director of the EMS Agency to issue instructions to EMT-Ps within an EMS system according to standardized procedures developed by the EMS Agency as defined by California laws.
- m. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the EMS Agency's medical director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.
- n. Ambulance Turn-around time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

## **Section 2. County's Obligation**

- a. County shall be responsible for the accreditation and authorization of prehospital personnel and MICNs based on the requirements established by County and requirements of California Health and Safety Code, Division 2.5 or subsequently chaptered law of the State of California.

- 1 b. County shall develop policies, procedures, and protocols in accordance with Division  
2 2.5 of the Health and Safety Code and California Code of Regulations, Title 22.

3 **Section 3. Hospital's Obligation as a Base Hospital.**

- 4 a. Base Hospital shall meet all requirements set forth in, but not limited to, the  
5 California Code of Regulations, Title 22, as it pertains to Base Hospital.
- 6 b. Hospital shall provide appropriately authorized or certified personnel 24 hours per  
7 day for uninterrupted on-line medical direction.
- 8 c. Base Hospital shall follow the policies and procedures of the EMS Agency including  
9 patient treatment, triage, patient destination, patient diversion and inter-facility  
10 transfers.
- 11 d. Base Hospital agrees to accept any and all patients who are under the immediate care  
12 of prehospital emergency medical care personnel.
- 13 e. Base Hospital shall develop and implement, in cooperation with other EMS system  
14 participants, a hospital-specific written EMS QI program, as defined in Title 22,  
15 Division 9, Chapter 12, Article 1, Section 100400, and in accordance with County  
16 policies and procedures. This program shall be in accordance with the Emergency  
17 Medical Services System Quality Improvement Model Guidelines (Rev. 3/04) and  
18 shall be approved by the EMS Agency. This program shall address, but not be  
19 limited to, the following:
- 20 i. Personnel
  - 21 ii. Equipment and Supplies
  - 22 iii. Documentation
  - 23 iv. Clinical Care and Patient Outcome
  - 24 v. Skills Maintenance/Competency
  - 25 vi. Transportation/Facilities
  - 26 vii. Public Education/Prevention
  - 27 viii. Risk Management
- 28 f. Base Hospital shall monitor protocol compliance by field personnel and report  
deviations from such protocol to the EMS Agency within the time frames specified in  
Policy #2200.

- 1 g. Base Hospital shall provide the EMS Agency with an annual update to their QI  
2 program, from the date of approval and annually thereafter on the hospital EMS QI  
3 Program, in accordance with Title 22, Division 9, Chapter 12, Article 3, Section  
4 100403 (b), and with County policies and protocols.
- 5 h. Base Hospital shall submit their current QI program to the EMS Agency for review  
6 one (1) year after initial approval, and every five (5) years thereafter.
- 7 i. Base Hospital shall participate in County's EMS System planning by participation in  
8 ad-hoc groups formed by the EMS Agency, and by attending at least 50% of all  
9 Prehospital Medical Advisory Committee and/or Emergency Medical Care  
10 Committee meetings.
- 11 j. Base Hospital shall participate in County's EMS CQI Technical Advisory Group or  
12 other ad-hoc QI groups as requested by the EMS Agency.
- 13 k. Base Hospital shall have and agrees to utilize and maintain two-way communications  
14 equipment, as specified by the EMS Agency, capable of direct two-way voice  
15 communications with ALS providers in the County's EMS system and with the EMS  
16 Agency.
- 17 l. Base Hospital shall have, utilize and maintain an inter-hospital communications  
18 system such as ReddiNet, or other such system approved by the EMS Agency.
- 19 m. Base Hospital shall have and agrees to utilize and maintain dedicated telephone lines  
20 directly in the emergency department for medical direction communications with  
21 prehospital emergency medical personnel.
- 22 n. Base Hospital shall record, either digitally or analog, all radio and telephone medical  
23 direction communications, maintain such recordings for a minimum of one (1) year,  
24 and use such recordings exclusively for auditing, continuing education and review  
25 approved by the EMS Agency.
- 26 i. Base Hospital shall maintain a backup recording system in the event that the  
27 primary recording system fails.
- 28 o. Base Hospital shall employ a physician licensed in the State of California who is  
certified or eligible for certification by the American Board of Emergency Medicine  
or the Advisory Board for Osteopathic Emergency Medicine, to be available at all  
times to provide immediate medical direction to MICNs or prehospital emergency

1 medical care personnel. This physician shall be experienced in and have knowledge  
2 of base hospital radio operations and the EMS Agency's policies, procedures and  
3 protocols.

- 4 p. Base Hospital shall have a designated MICN to provide immediate medical direction  
5 to prehospital emergency medical care personnel twenty four (24) hours per day,  
6 seven (7) days per week, authorized by the medical director of the EMS Agency  
7 available. MICNs shall be required to attend:

- 8 i. At least two skills days per year, as approved by the EMS Agency  
9 ii. At least two base hospital meetings per year, as approved by the EMS  
10 Agency.

- 11 q. The Designated MICN position shall take effect within 30 days of the date of this  
12 contract being signed.

- 13 r. Base Hospital shall designate a Base Hospital Medical Director who shall be a  
14 physician on the hospital staff, meeting the requirements of Section 3.1.

15 The Base Hospital Medical Director, or his/her physician designee, shall be  
16 responsible for:

- 17 1. Medical direction and supervision of the prehospital program  
18 within Hospital's area of responsibility, including review of  
19 patient care records and evaluation of personnel.
- 20 2. Evaluation of the care provided to prehospital patients and the  
21 performance of Hospital's base hospital physicians and MICNs  
22 as well as prehospital personnel.
- 23 3. Participating in County's Continuous Quality Improvement  
24 program by participating in at least 50% of CQI TAG meetings  
25 or other ad-hoc QI committees as specified by the EMS  
26 Agency.
- 27 4. Ensure that Hospital's base hospital physicians are  
28 knowledgeable in the EMS Agency's policies, procedures and  
protocols and are capable of providing on-line medical  
direction. This shall be accomplished by an orientation  
program, approved by the EMS Agency, to be presented to

each physician prior to his/her assuming EMS medical direction duties. All base hospital physicians shall receive a re-orientation at least every two (2) years, or more often if needed.

- s. Base Hospital shall designate a Base Hospital Prehospital Liaison Nurse (PLN) who is authorized as an MICN by the EMS Agency's medical director, to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel. Base Hospitals offering at least one (1) specialty center designation (i.e., STEMI Receiving Center, Trauma Center) shall employ a full time (at least 36 hours per week) PLN.
  - i. Hospital shall have until July 1, 2011 to institute the PLN as a full-time position.
- t. Prehospital Liaison Nurse shall be responsible for:
  - i. Ensuring that each MICN and Base Hospital Physician maintains annual competencies, as approved by the EMS Agency, on Riverside County EMS Agency protocol/policy changes.
  - ii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for evaluating all MICNs at least annually
  - iii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for identifying and reviewing calls that deviate from Riverside County EMS protocols. This policy/protocol/procedure shall be in accordance with County policies, protocols and procedures.
- u. Base Hospital shall provide continuing education for MICNs, paramedics, Base Hospital physicians, and EMTs in accordance with County's policies, protocols, procedures, and Performance Standards. This education shall include, but not be limited to:
  - i. Field Care Audits
  - ii. Base Hospital meetings
  - iii. Protocol updates
  - iv. Standardized courses such as ACLS, BCLS, PALS, PHTLS, approved by the EMS Agency

- 1 v. At least two (2) skills days per year shall be presented in accordance with the  
2 EMS Agency Performance Standards
- 3 vi. Other educational offerings as may be deemed necessary by the EMS Agency
- 4 v. Base Hospital shall provide training for Emergency Department staff as may be  
5 required by County policies, procedures and protocols. This training shall include,  
6 but not be limited to, policies/protocols/procedures for dealing with contaminated  
7 equipment per OSHA standards, such as backboards, left at the hospital by  
8 prehospital personnel.
- 9 w. Base Hospital shall equip Emergency Department with equipment as may be  
10 specified by the EMS Agency as it relates to emergency preparedness.
- 11 x. Base Hospital shall participate in research studies requested and approved by the  
12 EMS Agency.
- 13 y. Base Hospital shall actively participate in the EMS Agency's data system, including  
14 its development, implementation and management at Hospital in accordance with the  
15 EMS Agency's policies, procedures, and protocols. Participation shall be defined as  
16 attendance at more than fifty percent of EMS Agency's data system meetings.
- 17 z. Base Hospital shall allow for follow-up of prehospital patients, including patient  
18 outcome data, to the EMS Agency within their facility in accordance with local, state,  
19 and federal regulations.
- 20 aa. Base Hospital shall adhere to all federal, state, and the EMS Agency's regulations,  
21 policies and protocols concerning the confidentiality of patient/medical records.
- 22 bb. Base Hospital shall make every effort to accept ambulance patients and free the  
23 ambulance to be available to respond to other calls within 20 minutes of arrival at the  
24 Hospital.
- 25 cc. Base Hospital must participate in at least 80% of all HAVBED or other polls as  
26 requested by the EMS Agency.
- 27 dd. Base Hospital will restock authorized emergency ALS providers with medications in  
28 consideration of the following facts and conditions:
- i. The Base Hospital will restock each ambulance with morphine,  
midazolam hydrochloride (versed) or other controlled substances  
when documentation has been provided that said restock is

1 necessitated because the medications were administered to an  
2 identified patient, with the dosage administered to the patient or  
3 otherwise wasted or damaged in the course of the patient's care, in  
4 accordance with the EMS Agency's policy and procedure manual.

- 5 ii. The Base Hospital will charge the emergency ALS provider for all  
6 medications used to restock the unit. In no case will the charge for  
7 said restocking be less than the minimum of the average wholesale  
8 price (AWP) as paid by Base Hospitals in the County.
- 9 iii. The Base Hospital and emergency ALS provider shall maintain  
10 accurate documentation of the justification for the charges, the  
11 amount of the charges and the amount of payment for each charge  
12 for at least three years unless otherwise required by law.
- 13 iv. The Base Hospital will not provide or transfer anything of value,  
14 directly or indirectly, overtly or covertly, in cash or kind to the  
15 emergency ALS provider or other person or entity for the purpose of  
16 causing or inducing patient referrals or other reward.

17 **Section 4. Hospital Reimbursement.**

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

24 **Section 5. Term/Termination.**

25 The term of Agreement shall begin on the date this Agreement is executed and shall  
26 continue until June 30, 2013. This Agreement may be terminated by either party upon one  
27 hundred and eighty (180) days written notice to the other.  
28

## Section 6. Independent Contractor Status

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

## Section 7. Notices

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

***Hospital:***

Desert Regional Medical Center  
Emergency Department  
Attention: Heidi Anderson, RN, PLN  
1150 Indian Canyon Drive  
Palm Springs, California 92262  
(760) 323-6524  
[Heidi.Anderson@tenethealth.com](mailto:Heidi.Anderson@tenethealth.com)



**County:**

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

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

**Section 8. Cooperation and Further Acts**

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

**Section 9. Non-Discrimination**

Hospital shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all

1  
2 requirements of the law regarding non-discrimination and affirmative action including those laws  
3 pertaining to the prohibition against qualified handicapped persons in all programs or activities.

4 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex,  
5 national origin, age or physical or mental handicap include, but not limited to, the following:  
6

- 7 a. Denying an eligible person or providing to an eligible person any services or  
8 benefit which is different, or is provided in a different manner or in a different  
9 manner or at a different time from that provided to other eligible persons under  
10 this Agreement.  
11
- 12 b. Subjecting an eligible person to segregation or separate treatment in any manner  
13 related to his/her receipt of any service, except when necessary for infection  
14 control.  
15
- 16 c. Restricting the ineligible person in any way in the enjoyment of any advantage  
17 or privilege enjoyed by others receiving a similar service or benefit.  
18
- 19 d. Treating an ineligible person differently from others in determining whether  
20 he/she satisfies an eligibility, membership, or other requirement or condition  
21 which individuals must meet in order to be provided a similar services or  
22 benefit.  
23
- 24 e. The assignment of time or places for provisions of services on the basis of race,  
25 religion, color, sex, national origin, age, or physical or mental handicap of the  
26 eligible person to be served.  
27  
28

## Section 10. Insurance

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

### Workers' Compensation:

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

### Commercial General Liability:

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

Vehicle Liability:

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

Professional Liability Insurance:

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

1 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the  
2 termination of this Agreement.  
3

4 General Insurance Provisions – All lines:

- 5 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
6 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
7 8) unless such requirements are waived, in writing, by the County Risk Manager. If  
8 the County's Risk Manager waives a requirement for a particular insurer such waiver  
9 is only valid for that specific insurer and only for one policy term.  
10
- 11 b. The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside  
12 with 1) a properly executed original Certificate(s) of Insurance and certified original  
13 copies of Endorsements effecting coverage as required herein; or, 2) if requested to  
14 do so orally or in writing by the County Risk Manager, provide original Certified  
15 copies of policies including all Endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
17 insurance shall contain the covenant of the insurance carrier(s) shall provide no less  
18 than thirty (30) days written notice be given to the County of Riverside prior to any  
19 material modification or cancellation of such insurance. In the event of a material  
20 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
21 unless the County of Riverside receives, prior to such effective date, another properly  
22 executed original Certificate of Insurance and original copies of endorsements or  
23 certified original policies, including all endorsements and attachments thereto  
24 evidencing coverage(s) and the insurance required herein is in full force and effect.  
25  
26  
27  
28

1 Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the  
2 original endorsements for each policy and the Certificate of Insurance. *Hospital*  
3 *shall furnish the County of Riverside an original Certificate(s) of Insurance and*  
4 *certified original copies of endorsements or policies of insurance including all*  
5 *endorsements and any and all other attachments as required in this Section within*  
6 *30 days of signing this Agreement.*

7  
8 c. It is understood and agreed by the parties hereto and the Hospital's insurance  
9 company(s), that the Certificate(s) of Insurance and policies shall so covenant and  
10 shall be construed as primary insurance, and the County's insurance and/or  
11 deductibles and/or self-insured retentions or self-insured programs shall not be  
12 construed as contributory.

13  
14 d. Hospital may meet the above insurance obligation by either purchasing insurance,  
15 through a program of self-insurance, or by participation in a Joint Powers Insurance  
16 Authority.

17  
18 e. *Failure on the part of Hospital to produce or maintain required insurance or the*  
19 *self-insurance program shall constitute a material breach of this Agreement upon*  
20 *which County may immediately terminate or suspend this Agreement*

21  
22 **Section 11. Attorney's Fees**

23  
24 If any party commences an action against another party, either legal, administrative or  
25 otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation  
26 shall be entitled to have and recover from the losing party reasonable attorney's fees and all other  
27 costs of such action.  
28

**Section 12. Indemnification**

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

**Section 13. Entire Agreement; Amendments**

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

**Section 14. Governing Law**

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

**Section 15. Successors and Assigns**

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

**Section 16. Assignment or Transfer**

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any

1 attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire  
2 no right or interest by reason of such attempted assignment, hypothecation or transfer.

### 3 **Section 17. Construction, References and Captions**

4 Since the parties or their agents have participated fully in the preparation of this Agreement,  
5 the language of this Agreement shall be construed simply, according to its fair meaning, and not  
6 strictly for or against any party. Any term referencing time, days or period for performance shall be  
7 deemed calendar days and not work days. All references to any party shall include all officials,  
8 officers, employees and agents of that party, except as otherwise specified in this Agreement. The  
9 captions of the various sections are for convenience and ease of reference only, and do not define,  
10 limit, augment, or describe the scope, content, or intent of this Agreement.  
11

### 12 **Section 18. Waiver**

13 No waiver of any default shall constitute a waiver of any other default or breach, whether of  
14 the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
15 or performed by a party shall give any other party any contractual rights by custom, estoppel, or  
16 otherwise.  
17

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

19 There are no third party beneficiaries of any right or obligation assumed by the parties.  
20

### 21 **Section 20. Invalidity and Severability**

22 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
23 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
24 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise  
25 unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal  
26 counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend  
27  
28



1  
2 this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment  
3 cannot be made in a manner which preserves all essential parts of the consideration for any party,  
4 such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

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

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

#### 11 **Section 22. Counterparts**

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

#### 15 **Section 23. HIPAA Compliance**

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

1 Accountability Act (HIPAA) of 1996 or other law or regulation promulgated for  
2 HIPAA's purpose.

3 **Section 23. State/Federal Participation.**

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

7 /

8 //

9 ///

ORIGINAL

COUNTY OF RIVERSIDE  
COMMUNITY HEALTH AGENCY

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DPH/EMS		CONTRACT NO. 11-014	RFP NO. ----
FUND 10000	DEPARTMENT ID 42001011700	PROGRAM: 93300	CLASS/LOCATION 6572-33222
CONTRACT AMOUNT \$-0-		PERIOD OF PERFORMANCE July 1, 2010 thru June 30, 2013	
COUNTY CONTACT Brian MacGavin (951) 358-5029			
CONTRACTOR REPRESENTATIVE: Maureen Bowlin RN Trauma Program Manager/Pre-Hospital Liaison Nurse - (951) 696-2612			
PROGRAM NAME: Base Hospital			

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

**WITNESSETH:**

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

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

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

**NOW THEREFORE** in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 2 through 19.

HOSPITAL

By

KENNETH RIVERS

Title CEO, managing Director

Date

11-19-10

COUNTY

By

Chairman, Board of Supervisors

Date

DEC 14 2010

ATTEST: Kecia Harper-Ihem, Clerk

By

DEPUTY

Date

DEC 14 2010

FORM APPROVED COUNTY COUNSEL

BY

NEAL R. KIPNIS

DATE

DEC 14 2010 3,13

## Section 1. Definitions

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

- a. Advanced Life Support (ALS) - Special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a Base Hospital as part of a local EMS system at the scene of an emergency, during transport to an acute care hospital until responsibility is assumed by the emergency or other medical staff of the hospital.
- b. ALS Providers - EMT-Paramedic prehospital personnel certified by the State of California and accredited by the County to provide ALS services within the county as an authorized part of the regional EMS system, and affiliated with a County approved ALS Service Provider County.
- c. ALS Service Provider Agency - A public or private organization that has been approved by the County to provide ALS services within county as an authorized part of the regional EMS system.
- d. Base Hospital - One of a limited number of hospitals which, upon designation by the County and upon the completion of a written contractual agreement or agreement with the County, is responsible for medical direction and supervision of the advanced life support system or limited advanced life support system and prehospital care system assigned to it by the County.
- e. Base Hospital Physician - An Emergency Department physician, employed by a Base Hospital, who has undergone an EMS Agency approved orientation to the Riverside County Emergency Medical System.
- f. Call - A response by prehospital care personnel to a request for emergency medical services
- g. Continuous Quality Improvement (CQI) Plan - The evaluation of emergency medical services to identify where personnel performance or the system itself can be

improved, the implementation of potential improvements, and their re-evaluation and refinement in a continuous cycle. While Quality Assurance traditionally focuses on the detection of defects, Quality Improvement strives to prevent them. Thus, a Quality Improvement program must include, but not be limited to, Quality Assurance. The sum of all activities undertaken to assure that emergency medical services maintain the standard of care established for those services.

- h. County – Riverside County Emergency Medical Services Agency
- i. Emergency Medical Services (EMS) - The services utilized for medical emergencies.
- j. EMS System – The specially organized arrangement which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within a county.
- k. Local EMS Agency - The agency having primary responsibility for administration of emergency medical services in a county and/or region.
- l. Mobile Intensive Care Nurse (MICN) – A registered nurse who is employed by the Base Hospital and who has received training and is authorized by the Medical Director of the EMS Agency to issue instructions to EMT-Ps within an EMS system according to standardized procedures developed by the EMS Agency as defined by California laws.
- m. Prehospital Liaison Nurse – A registered nurse who is authorized as an MICN by the EMS Agency's medical director to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel.
- n. Ambulance Turn-around time – The time beginning when an ambulance arrives at an Emergency Department until they are available to respond to another call.

## **Section 2. County's Obligation**

- a. County shall be responsible for the accreditation and authorization of prehospital personnel and MICNs based on the requirements established by County and requirements of California Health and Safety Code, Division 2.5 or subsequently chaptered law of the State of California.

- 1       b. County shall develop policies, procedures, and protocols in accordance with Division  
2       2.5 of the Health and Safety Code and California Code of Regulations, Title 22.

3       **Section 3. Hospital's Obligation as a Base Hospital.**

- 4       a. Base Hospital shall meet all requirements set forth in, but not limited to, the  
5       California Code of Regulations, Title 22, as it pertains to Base Hospital.
- 6       b. Hospital shall provide appropriately authorized or certified personnel 24 hours per  
7       day for uninterrupted on-line medical direction.
- 8       c. Base Hospital shall follow the policies and procedures of the EMS Agency including  
9       patient treatment, triage, patient destination, patient diversion and inter-facility  
10      transfers.
- 11      d. Base Hospital agrees to accept any and all patients who are under the immediate care  
12      of prehospital emergency medical care personnel.
- 13      e. Base Hospital shall develop and implement, in cooperation with other EMS system  
14      participants, a hospital-specific written EMS QI program, as defined in Title 22,  
15      Division 9, Chapter 12, Article 1, Section 100400, and in accordance with County  
16      policies and procedures. This program shall be in accordance with the Emergency  
17      Medical Services System Quality Improvement Model Guidelines (Rev. 3/04) and  
18      shall be approved by the EMS Agency. This program shall address, but not be  
19      limited to, the following:
- 20          i. Personnel
- 21          ii. Equipment and Supplies
- 22          iii. Documentation
- 23          iv. Clinical Care and Patient Outcome
- 24          v. Skills Maintenance/Competency
- 25          vi. Transportation/Facilities
- 26          vii. Public Education/Prevention
- 27          viii. Risk Management
- 28      f. Base Hospital shall monitor protocol compliance by field personnel and report  
    deviations from such protocol to the EMS Agency within the time frames specified in  
    Policy #2200.

- 1 g. Base Hospital shall provide the EMS Agency with an annual update to their QI  
2 program, from the date of approval and annually thereafter on the hospital EMS QI  
3 Program, in accordance with Title 22, Division 9, Chapter 12, Article 3, Section  
4 100403 (b), and with County policies and protocols.
- 5 h. Base Hospital shall submit their current QI program to the EMS Agency for review  
6 one (1) year after initial approval, and every five (5) years thereafter.
- 7 i. Base Hospital shall participate in County's EMS System planning by participation in  
8 ad-hoc groups formed by the EMS Agency, and by attending at least 50% of all  
9 Prehospital Medical Advisory Committee and/or Emergency Medical Care  
10 Committee meetings.
- 11 j. Base Hospital shall participate in County's EMS CQI Technical Advisory Group or  
12 other ad-hoc QI groups as requested by the EMS Agency.
- 13 k. Base Hospital shall have and agrees to utilize and maintain two-way communications  
14 equipment, as specified by the EMS Agency, capable of direct two-way voice  
15 communications with ALS providers in the County's EMS system and with the EMS  
16 Agency.
- 17 l. Base Hospital shall have, utilize and maintain an inter-hospital communications  
18 system such as ReddiNet, or other such system approved by the EMS Agency.
- 19 m. Base Hospital shall have and agrees to utilize and maintain dedicated telephone lines  
20 directly in the emergency department for medical direction communications with  
21 prehospital emergency medical personnel.
- 22 n. Base Hospital shall record, either digitally or analog, all radio and telephone medical  
23 direction communications, maintain such recordings for a minimum of one (1) year,  
24 and use such recordings exclusively for auditing, continuing education and review  
25 approved by the EMS Agency.
- 26 i. Base Hospital shall maintain a backup recording system in the event that the  
27 primary recording system fails.
- 28 o. Base Hospital shall employ a physician licensed in the State of California who is  
certified or eligible for certification by the American Board of Emergency Medicine  
or the Advisory Board for Osteopathic Emergency Medicine, to be available at all  
times to provide immediate medical direction to MICNs or prehospital emergency

1 medical care personnel. This physician shall be experienced in and have knowledge  
2 of base hospital radio operations and the EMS Agency's policies, procedures and  
3 protocols.

- 4 p. Base Hospital shall have a designated MICN to provide immediate medical direction  
5 to prehospital emergency medical care personnel twenty four (24) hours per day,  
6 seven (7) days per week, authorized by the medical director of the EMS Agency  
7 available. MICNs shall be required to attend:

- 8 i. At least two skills days per year, as approved by the EMS Agency  
9 ii. At least two base hospital meetings per year, as approved by the EMS  
10 Agency.

- 11 q. The Designated MICN position shall take effect within 30 days of the date of this  
12 contract being signed.

- 13 r. Base Hospital shall designate a Base Hospital Medical Director who shall be a  
14 physician on the hospital staff, meeting the requirements of Section 3.1.

The Base Hospital Medical Director, or his/her physician designee, shall be  
15 responsible for:

- 16 1. Medical direction and supervision of the prehospital program  
17 within Hospital's area of responsibility, including review of  
18 patient care records and evaluation of personnel.
- 19 2. Evaluation of the care provided to prehospital patients and the  
20 performance of Hospital's base hospital physicians and MICNs  
21 as well as prehospital personnel.
- 22 3. Participating in County's Continuous Quality Improvement  
23 program by participating in at least 50% of CQI TAG meetings  
24 or other ad-hoc QI committees as specified by the EMS  
25 Agency.
- 26 4. Ensure that Hospital's base hospital physicians are  
27 knowledgeable in the EMS Agency's policies, procedures and  
28 protocols and are capable of providing on-line medical  
direction. This shall be accomplished by an orientation  
program, approved by the EMS Agency, to be presented to



each physician prior to his/her assuming EMS medical direction duties. All base hospital physicians shall receive a re-orientation at least every two (2) years, or more often if needed.

- s. Base Hospital shall designate a Base Hospital Prehospital Liaison Nurse (PLN) who is authorized as an MICN by the EMS Agency's medical director, to assist the Base Hospital Medical Director in the quality assurance, medical direction and supervision of prehospital emergency medical care personnel. Base Hospitals offering at least one (1) specialty center designation (i.e., STEMI Receiving Center, Trauma Center) shall employ a full time (at least 36 hours per week) PLN.
  - i. Hospital shall have until July 1, 2011 to institute the PLN as a full-time position.
- t. Prehospital Liaison Nurse shall be responsible for:
  - i. Ensuring that each MICN and Base Hospital Physician maintains annual competencies, as approved by the EMS Agency, on Riverside County EMS Agency protocol/policy changes.
  - ii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for evaluating all MICNs at least annually
  - iii. Developing a written policy/protocol/procedure, approved by the EMS Agency, for identifying and reviewing calls that deviate from Riverside County EMS protocols. This policy/protocol/procedure shall be in accordance with County policies, protocols and procedures.
- u. Base Hospital shall provide continuing education for MICNs, paramedics, Base Hospital physicians, and EMTs in accordance with County's policies, protocols, procedures, and Performance Standards. This education shall include, but not be limited to:
  - i. Field Care Audits
  - ii. Base Hospital meetings
  - iii. Protocol updates
  - iv. Standardized courses such as ACLS, BCLS, PALS, PHTLS, approved by the EMS Agency

- 1           v.     At least two (2) skills days per year shall be presented in accordance with the  
2                 EMS Agency Performance Standards
- 3           vi.    Other educational offerings as may be deemed necessary by the EMS Agency
- 4     v.     Base Hospital shall provide training for Emergency Department staff as may be  
5             required by County policies, procedures and protocols. This training shall include,  
6             but not be limited to, policies/protocols/procedures for dealing with contaminated  
7             equipment per OSHA standards, such as backboards, left at the hospital by  
8             prehospital personnel.
- 9     w.     Base Hospital shall equip Emergency Department with equipment as may be  
10            specified by the EMS Agency as it relates to emergency preparedness.
- 11    x.     Base Hospital shall participate in research studies requested and approved by the  
12            EMS Agency.
- 13    y.     Base Hospital shall actively participate in the EMS Agency's data system, including  
14            its development, implementation and management at Hospital in accordance with the  
15            EMS Agency's policies, procedures, and protocols. Participation shall be defined as  
16            attendance at more than fifty percent of EMS Agency's data system meetings.
- 17    z.     Base Hospital shall allow for follow-up of prehospital patients, including patient  
18            outcome data, to the EMS Agency within their facility in accordance with local, state,  
19            and federal regulations.
- 20    aa.    Base Hospital shall adhere to all federal, state, and the EMS Agency's regulations,  
21            policies and protocols concerning the confidentiality of patient/medical records.
- 22    bb.    Base Hospital shall make every effort to accept ambulance patients and free the  
23            ambulance to be available to respond to other calls within 20 minutes of arrival at the  
24            Hospital.
- 25    cc.    Base Hospital must participate in at least 80% of all HAVBED or other polls as  
26            requested by the EMS Agency.
- 27    dd.    Base Hospital will restock authorized emergency ALS providers with medications in  
28            consideration of the following facts and conditions:
- i.    The Base Hospital will restock each ambulance with morphine,  
              midazolam hydrochloride (versed) or other controlled substances  
              when documentation has been provided that said restock is

necessitated because the medications were administered to an identified patient, with the dosage administered to the patient or otherwise wasted or damaged in the course of the patient's care, in accordance with the EMS Agency's policy and procedure manual.

- ii. The Base Hospital will charge the emergency ALS provider for all medications used to restock the unit. In no case will the charge for said restocking be less than the minimum of the average wholesale price (AWP) as paid by Base Hospitals in the County.
- iii. The Base Hospital and emergency ALS provider shall maintain accurate documentation of the justification for the charges, the amount of the charges and the amount of payment for each charge for at least three years unless otherwise required by law.
- iv. The Base Hospital will not provide or transfer anything of value, directly or indirectly, overtly or covertly, in cash or kind to the emergency ALS provider or other person or entity for the purpose of causing or inducing patient referrals or other reward.

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

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

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

The term of Agreement shall begin on the date this Agreement is executed and shall continue until June 30, 2013. This Agreement may be terminated by either party upon one hundred and eighty (180) days written notice to the other.

## Section 6. Independent Contractor Status

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

## Section 7. Notices

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

***Hospital:***

Maureen Bowlin RN  
Trauma Program Manager  
Pre-Hospital Liaison Nurse  
Southwest Healthcare System  
Inland Valley Medical Center  
2500 Medical Center Drive  
Murrieta, California 92562  
[Maureen.bowling@uhsinc.com](mailto:Maureen.bowling@uhsinc.com)

**County:**

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

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

**Section 8. Cooperation and Further Acts**

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

**Section 9. Non-Discrimination**

Hospital shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all

1  
2 requirements of the law regarding non-discrimination and affirmative action including those laws  
3 pertaining to the prohibition against qualified handicapped persons in all programs or activities.

4 For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex,  
5 national origin, age or physical or mental handicap include, but not limited to, the following:  
6

- 7 a. Denying an eligible person or providing to an eligible person any services or  
8 benefit which is different, or is provided in a different manner or in a different  
9 manner or at a different time from that provided to other eligible persons under  
10 this Agreement.  
11
- 12 b. Subjecting an eligible person to segregation or separate treatment in any manner  
13 related to his/her receipt of any service, except when necessary for infection  
14 control.  
15
- 16 c. Restricting the ineligible person in any way in the enjoyment of any advantage  
17 or privilege enjoyed by others receiving a similar service or benefit.  
18
- 19 d. Treating an ineligible person differently from others in determining whether  
20 he/she satisfies an eligibility, membership, or other requirement or condition  
21 which individuals must meet in order to be provided a similar services or  
22 benefit.  
23
- 24 e. The assignment of time or places for provisions of services on the basis of race,  
25 religion, color, sex, national origin, age, or physical or mental handicap of the  
26 eligible person to be served.  
27  
28

## Section 10. Insurance

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

### Workers' Compensation:

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

### Commercial General Liability:

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

1  
2 Vehicle Liability:

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

13 Professional Liability Insurance:

14 Professional Liability Insurance (Errors & Omissions), providing coverage for  
15 performance of work included within this Agreement, with a limit of liability of, not less  
16 than two million dollars \$2,000,000 per occurrence and four million dollars \$4,000,000  
17 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims  
18 made basis rather than an occurrence basis, such insurance shall continue through the  
19 term of this Agreement. Upon termination of this Agreement or the expiration or  
20 cancellation of the claims made insurance policy Consultant shall purchase at his sole  
21 expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
22 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or  
23 prior to, the inception of this Agreement; or, 3) demonstrate through Certificated of  
24 Insurance that Consultant has maintained continuous coverage with the same or original  
25 insurer. Coverage provided  
26  
27  
28



1  
2 under items; 1), 2) or 3) will continue for a period of five (5) years beyond the  
3 termination of this Agreement.

4 General Insurance Provisions – All lines:

- 5 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to  
6 the State of California and have an A.M. BEST rating of not less than an A: VIII (A:  
7 8) unless such requirements are waived, in writing, by the County Risk Manager. If  
8 the County's Risk Manager waives a requirement for a particular insurer such waiver  
9 is only valid for that specific insurer and only for one policy term.  
10
- 11 b. The Hospital shall cause their insurance carrier(s) to furnish the County of Riverside  
12 with 1) a properly executed original Certificate(s) of Insurance and certified original  
13 copies of Endorsements effecting coverage as required herein; or, 2) if requested to  
14 do so orally or in writing by the County Risk Manager, provide original Certified  
15 copies of policies including all Endorsements and all attachments thereto, showing  
16 such insurance is in full force and effect. Further, said Certificate(s) and policies of  
17 insurance shall contain the covenant of the insurance carrier(s) shall provide no less  
18 than thirty (30) days written notice be given to the County of Riverside prior to any  
19 material modification or cancellation of such insurance. In the event of a material  
20 modification or cancellation of coverage, this Agreement shall terminate forthwith,  
21 unless the County of Riverside receives, prior to such effective date, another properly  
22 executed original Certificate of Insurance and original copies of endorsements or  
23 certified original policies, including all endorsements and attachments thereto  
24 evidencing coverage(s) and the insurance required herein is in full force and effect.  
25  
26  
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Individual(s) authorized by the insurance carrier to do so, on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. *Hospital shall furnish the County of Riverside an original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section within 30 days of signing this Agreement.*

c. It is understood and agreed by the parties hereto and the Hospital's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

d. Hospital may meet the above insurance obligation by either purchasing insurance, through a program of self-insurance, or by participation in a Joint Powers Insurance Authority.

*e. Failure on the part of Hospital to produce or maintain required insurance or the self-insurance program shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement*

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

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

**Section 12. Indemnification**

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

**Section 13. Entire Agreement; Amendments**

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

**Section 14. Governing Law**

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

**Section 15. Successors and Assigns**

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

**Section 16. Assignment or Transfer**

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any

1 attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire  
2 no right or interest by reason of such attempted assignment, hypothecation or transfer.

### 3 **Section 17. Construction, References and Captions**

4 Since the parties or their agents have participated fully in the preparation of this Agreement,  
5 the language of this Agreement shall be construed simply, according to its fair meaning, and not  
6 strictly for or against any party. Any term referencing time, days or period for performance shall be  
7 deemed calendar days and not work days. All references to any party shall include all officials,  
8 officers, employees and agents of that party, except as otherwise specified in this Agreement. The  
9 captions of the various sections are for convenience and ease of reference only, and do not define,  
10 limit, augment, or describe the scope, content, or intent of this Agreement.  
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### 12 **Section 18. Waiver**

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14 No waiver of any default shall constitute a waiver of any other default or breach, whether of  
15 the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given  
16 or performed by a party shall give any other party any contractual rights by custom, estoppels, or  
17 otherwise.  
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### 19 **Section 19. No Third Party Beneficiaries**

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

### 21 **Section 20. Invalidity and Severability**

22 If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a  
23 court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In  
24 addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise  
25 unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal  
26 counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend  
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