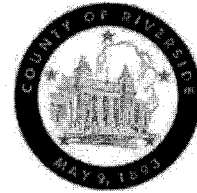


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.10
(ID # 3796)

MEETING DATE:

Tuesday, March 21, 2017

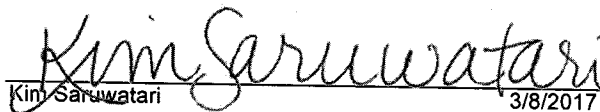
FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve the Multi-Year Agreements for Designation of Level II Trauma Centers in Riverside County. [All Districts] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Multi-Year Agreements for Designation of Level II Trauma Receiving Centers with Desert Regional Medical Center and Inland Valley Medical Center for the period April 1, 2017 through June 30, 2018, with option to renew annually for two additional years; and
2. Authorize the Director of Emergency Management to sign subsequent Agreements for Designation of Trauma Centers and amendments to the Trauma Center Designation Agreements that do not change the substantive terms of the Agreement, as approved by County Counsel, for the period of performance through June 30, 2020.


ACTION: (Policy)


Kim Saruwatari 3/8/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione and Washington
Nays: None
Absent: Ashley
Date: March 21, 2017
xc: EMD

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 16/17-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Trauma Center designation in the State of California is the responsibility of local EMS agencies (LEMSA) in accordance with the California Health and Safety Code – Division 2.5 and California Code of Regulations - Title 22. Trauma care systems and trauma center designation are part of the local trauma system as detailed in the LEMSAs trauma plan approved by the California EMS Authority (EMSA). The Riverside County Emergency Medical Services Agency (REMSA) serves as the LEMSAs for the County and the current trauma plan was approved by EMSA in January 2017.

The new term of the agreements sets out the requirements to assure patients in need of acute trauma medical care are directed to medical facilities that are best prepared to provide such care. The hospitals have met criteria for designation as Level II Trauma Centers and are in process to complete the American College of Surgeons Verification, Review and Consultation (VRC) Program during the period of performance.

Impact on Residents and Businesses

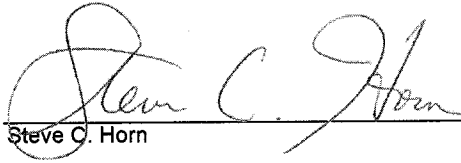
There is no negative impact on residents or businesses in the County.

SUPPLEMENTAL:

Additional Fiscal Information

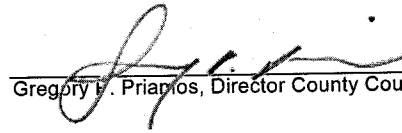
REMSA is notifying the trauma centers in this agreement of the intent to implement a fee for designation of Trauma Centers that will recover the cost of agency oversight of the Trauma Care System, per section 1798.164 of the Health and Safety Code, Division 2.5. The fee schedule will be developed and submitted for Board approval in early 2018 and proposed to be effective July 1, 2018.

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



Steve C. Horn

3/13/2017



Gregory J. Priamos, Director County Counsel

3/9/2017

**COUNTY OF RIVERSIDE
ADULT TRAUMA CENTER
DESIGNATION AGREEMENT**

HOSPITAL: Desert Regional Medical Center, Inc.
AGREEMENT NUMBER: EM-17-100
TERM OF AGREEMENT: April 1, 2017 – June 30, 2018,
with the option to renew annually for 2 additional years

This Agreement is established pursuant to the California Code of Regulations (CCR), Title 22, Division 9, Chapter 7, Trauma Care Systems; and the Health and Safety Code Division 2.5, Chapter 6, Article 2.5, Regional Trauma Systems. County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and Desert Regional Medical Center, Inc., hereinafter referred to as "HOSPITAL", enter into this Agreement with reference to the following:

1. Background

COUNTY desires to assure patients in need of acute trauma medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a TRAUMA CENTER CARE SYSTEM whereby a medical facility capable of providing trauma care applies and is designated a Trauma Center. COUNTY has determined that HOSPITAL meets criteria for designation as a Level II Trauma Center, and HOSPITAL is willing to accept designation as a Level II Trauma Center. The parties shall fulfill their obligations as stated in this Agreement.

2. Definitions

- a. American College of Surgeons (ACS) Verification, Review and Consultation (VRC) Program: A program designed to assist hospitals in the evaluation and improvement of trauma care and provide objective, external review of institutional capability and performance.
- b. Riverside County Emergency Medical Services Agency (REMSA): California's EMS Act authorizes each county to develop an EMS program and to designate a Local Emergency Medical Services Agency (LEMSA) that oversees the delivery of EMS within that geographic area. LEMSAs are responsible for planning, implementing, and managing local trauma care systems, including assessing needs, developing the system design, designating trauma care centers, collecting trauma care data, and providing quality assurance. Riverside County has designated REMSA to be its LEMSAs.
- c. Trauma Audit Committee (TAC): Performs trauma audits and performance reviews on trauma or trauma center and the trauma system as required by regulations and REMSA policy.
- d. Trauma Center or Designated Trauma Center: A licensed acute care hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a

MAR 21 2017 3.10

Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA in accordance with the aforementioned statutes.

- e. Trauma Center Medical and Physician Services: Services which are customary, appropriate and necessary during the full period of acute in-hospital care. These services include medical diagnosis, treatment and care to be provided to each Critical Trauma Patient (CTP). They include, but are not limited to, personnel, equipment, and facilities as described in the Riverside County Trauma System Plan.
- f. Trauma Triage Criteria: A method of assessing the severity of patient injuries to determine if a patient can be identified as a critical trauma patient (CTP).

3. DESCRIPTION OF OBLIGATIONS

3.1 Obligations of HOSPITAL as a Trauma Center

- a. HOSPITAL shall comply with applicable federal, state, county and local rules and regulations, ordinances, policies and procedures current and hereinafter enacted, including facility and professional licensing and/or certification laws and regulations, policies and procedures; and maintain in effect any and all licenses, permits, notices and certificates as are required. This shall include but not be limited to Chapter 6, Article 2.5 of the California Health and Safety Code (commencing with Section 1798.160 et seq) and the regulations promulgated as Title 22, CCR, Division 9, Chapter 7 and California Evidence Code, Section 1157.7.
- b. To meet the REMSA Trauma Center Standards, incorporated herein by this reference and attached as Exhibit A. The current and future versions shall be accessed at www.REMSA.us (Documents/Trauma-Plan-Update).
- c. To provide the necessary medical staffing with reputable medical skills in providing trauma center services. HOSPITAL will continuously monitor, maintain and upgrade where necessary the care, skill and diligence provided to trauma patients, so that each trauma patient receives care meeting or exceeding the REMSA Trauma Center Standards. Documentation of the process for monitoring and upgrading competencies will be maintained by HOSPITAL.
- d. To appoint specified individuals to assume responsibility for their component of HOSPITAL's operation, as identified in REMSA Trauma Center Standards.
- e. Trauma Registry/Data Management System: HOSPITAL agrees to use the standardized data collection instrument for trauma care provided by REMSA as part of the EMS data management system, which includes the collection of both pre-hospital and hospital patient care data utilizing specified format rules. Trauma data shall be integrated into REMSA and State EMS Authority data management systems. As stated in Title 22, section 100257, the hospital data shall include at least the following, when applicable:
 - 1) Time of arrival and patient treatment in:
 - i. Emergency department or trauma receiving area; and

- ii. Operating room.
 - 2) Dates for initial admission; intensive care; and discharge.
 - 3) Discharge data, including: Total hospital charges (aggregate dollars only); patient destination; and discharge diagnosis.
- f. To have a Trauma Performance Improvement Plan available for REMSA's review upon request. The documentation of monitoring of the plan must reflect the structure, process and outcome standards outlined in Exhibit A.
- g. To assure the Trauma Director, Program Manager and other specified individuals as identified, participate as members of the Trauma Audit Committee (TAC), and other related committees as may be required.
- h. To permit announced and unannounced site surveys of its facilities by REMSA representatives and allow reasonable access to any and all documentation on any trauma patient or on the trauma system as a whole for the purposes of monitoring contract compliance, quality of care and adherence to performance standards.
- i. To maintain documentation of public education and injury prevention outreach activities, consistent with trauma system goals, and to submit an annual summary of completed activities to REMSA for review.
- j. HOSPITAL agrees to cooperate with REMSA in investigating complaints and concerns regarding patient care issues.
- k. HOSPITAL agrees to follow the current trauma diversion criteria as specified in Policy 6103: Ambulance Diversion, available at www.REMSA.us/policy.
- l. HOSPITAL agrees to continue progress to achieve ACS Level II Trauma Center Verification during the term of this Agreement. ACS site visits will be coordinated with REMSA. This in no way precludes HOSPITAL from pursuing ACS Level I Trauma Center designation.

3.2 Obligations of COUNTY

- a. To develop, implement and monitor the county-wide trauma care system pursuant to applicable statutes.
- b. To define HOSPITAL's catchment area.
- c. To develop, implement and monitor trauma care system policies and guidelines.
- d. To develop, implement and monitor compliance of prehospital procedures including injury severity assessments and the determination of patient destinations.
- e. To develop, with input from HOSPITAL, a process to monitor, evaluate and report on the necessity, quality and level of trauma care services.

- f. To perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.
- g. To maintain a Trauma Registry for the purposes of data collection, compliance, monitoring and evaluation of the trauma care system (CCR, Title 22, Chapter 7, section 100257).
- h. REMSA makes no guarantees and cannot assure any number of trauma patients delivered to HOSPITAL during the term of this Agreement.

4. Financial Responsibility

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

5. Implementation of Fee Schedule for Designation of Trauma Centers

Per CCR, Title 22, Chapter 7, section 100255, and HSC, Division 2.5, Article 2.5, section 1798.164, REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated Trauma Centers within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equal division of cost between designated Trauma Centers. Trauma Centers will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

6. Audits and Inspections

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

7. Termination

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon 30 days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon 90 days written notice to COUNTY.
- b. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 - 1. Any material breach of this Agreement by HOSPITAL;
 - 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;

3. Any failure to provide timely surgical and non-surgical physician coverage for Trauma Patients, causing unnecessary risk or mortality and/or morbidity for the Trauma Patient;
 4. Submission by HOSPITAL to REMSA reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the Trauma Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by REMSA;
 8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting Trauma Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, Trauma Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

8. Maintenance of Records

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

9. Data Submission

HOSPITAL shall submit data quarterly on a schedule synchronized with data submission to the State EMS Authority to comply with applicable laws, regulations and this MOU. The reporting format will be in

accordance with County rules, regulations and processes related to submission of data, including encryption of data.

10. Reports, Evaluations and Research Studies

HOSPITAL shall, as may be reasonably requested by REMSA, participate in evaluations and/or research designed to show the effectiveness of the Trauma Care System; and shall submit reports and materials on its Trauma services as reasonably requested by REMSA. These reports, evaluations and studies shall be used by REMSA to analyze and generate aggregate statistical reports on the Trauma Care System performance. REMSA will not publish specific identifiable trauma center information without acknowledgment and consent from HOSPITAL.

11. Hold Harmless/Indemnification

HOSPITAL shall indemnify and hold harmless COUNTY, its officers, employees and agents ("COUNTY Indemnitees") from any liability damage, claim or action whatsoever based or assert upon any services or actions of HOSPITAL, its officers, employees or agents, arising out of or relating in any way to this Agreement, including but not limited to property damage, bodily injury or death. HOSPITAL shall, at its sole expense, including all costs and fees (including but not limited to attorney's fees, defense and settlements or awards), defend COUNTY Indemnitees in any claim or action for which indemnification is required. Any insurance requirements specified in this Agreement shall not in any way limit HOSPITAL's indemnification obligation.

12. Insurance

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

- c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - 3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice*

requirement found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

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

5) It is understood and agreed to by the parties hereto that HOSPITAL'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

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

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

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

13. Conflicts of Interest

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

14. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or

certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

15. Nondiscrimination

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

16. Confidentiality

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

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

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

To HOSPITAL:

Carolyn Caldwell, CEO
Desert Regional Medical Center, Inc.
1150 N. Indian Canyon Drive
Palm Springs, CA 92262

To County:

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

20. Governing Law

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

21. Assignment

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

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

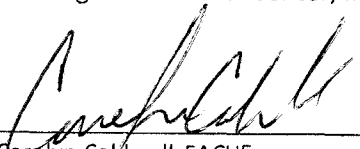
25. Waiver

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

(Signatures on next page)

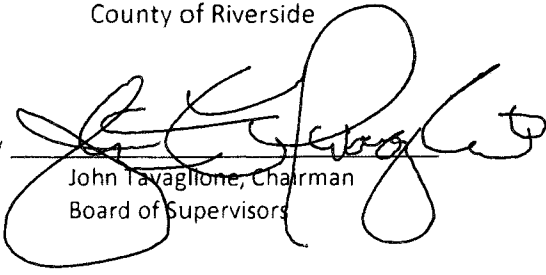
HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a Trauma Center under the terms of this Agreement:

HOSPITAL
Desert Regional Medical Center, Inc.

By 
Carolyn Caldwell, FACHE
President and Chief Executive Officer

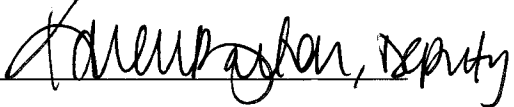
Date 2/9/17

COUNTY
County of Riverside

By 
John Tavaglione, Chairman
Board of Supervisors

Date MAR 21 2017

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By , Deputy
Date: MAR 21 2017

APPROVED AS TO FORM: Gregory P. Priamos,
County Counsel


By: 
Neal Kipnis, Deputy County Counsel
Date: 1/24/17

Exhibit A- Trauma Center Standards

Riverside County Adult Trauma Center Standards California Code of Regulations Title 22, Chapter 7- Trauma Care System					
TRAUMA CENTER STANDARDS		Level I	Level II	Level III	Level IV
E = Essential (Title 22), D = Desired (Title 22), R=REMSA required		I	II	III	IV
1	Institution/ Organization:				
2	The Joint Commission (TJC) Accreditation	E	E	E	E
3	Licensed hospital in the State of California	E	E	E	E
4	Basic or comprehensive emergency services with special permits	E	E	E	E
5	1. A minimum of 1200 trauma program hospital admissions, or 2. A minimum of 240 trauma patients per year whose Injury Severity Score (ISS) is >15, or 3. An average of 35 trauma patients (with an ISS of >15) per trauma program surgeon per year	E			
6	A trauma research program	E			
7	An Accreditation Council on Graduate Medical Education (ACGME) approved surgical residency program	E			
8	Trauma Program Medical Director:	E	E	E	E
9	Board Certified Surgeon	E	E		
10	Qualified Surgical Specialist (*Level IV may be a non-surgical qualified specialist)			E	* E
11	Must maintain trauma- related extramural continuing medical education (16 hrs annually or 48 hrs in 3 years)	R	R	R	R
12	Current ATLS certification	R	R	R	R
13	Responsibilities include but not limited to:				
14	Recommending trauma team physician privileges	E	E	E	E
15	Working with nursing and administration to support needs of trauma patients	E	E	E	E
16	Developing trauma treatment protocols	E	E	E	E
17	Determining appropriate equipment and supplies	E	E	D	D
18	Ensuring development of policies/procedures for domestic violence, elder/child abuse/neglect	E	E	D	D
19	Having authority and accountability for QI peer review process	E	E	E	E
20	Correcting deficiencies in trauma care or excluding from trauma call those team members who no longer meet standards	E	E	E	E
21	Coordinating with local and State EMS agencies (level IV with local EMS agency only)	E	E	R	R
22	Coordinating pediatric trauma care with other hospitals and professional services	E	E	R	R
23	Assisting with the coordination of budgetary processes for trauma program	E	E	E	E

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
24	Identifying representatives from neurosurgery, orthopaedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their disciplines who are qualified to be members of the trauma program	E	E	E	R
25	Using the expertise of representatives from neurosurgery, orthopaedics, emergency medicine, pediatrics and other appropriate disciplines	E	E	R	R
26	Trauma Program Manager	E	E	E	E
27	Qualifications are:				
28	Registered Nurse	E	E	E	E
29	Dedicated FTE; Current in TNCC or ATCN; Completes 16 hrs of trauma education/yr	R	R	R	R
30	Provide evidence of educational preparation and clinical experience in the care of adult and/or pediatric trauma patient and administrative ability	E	E	E	E
31	Responsibilities include but not limited to:				
32	Organizing services and systems necessary for multidisciplinary approach to the care of the injured patient	E	E	E	E
33	Coordinating day-to-day clinical process and performance improvement of nursing and ancillary personnel	E	E	E	E
34	Collaborating with trauma program medical director to carry out educational, clinical, research, administrative and outreach activities of the trauma program	E	E	E	E
35	Trauma Service	E	E	E	E
36	Implementation of requirements as specified under Title 22 Chapter 7 and provide for coordination with the local EMS agency	E	E	E	E
37	Trauma Team				
38	A multidisciplinary team responsible for the initial resuscitation and management of the trauma patient	E	E	E	E
39	Emergency Department/Trauma Team Nursing Staff				
40	Registered Nurse	R	R	R	R
41	Expertise in adult and pediatric trauma care	E	E	E	R
42	Maintains TNCC or ATCN	R	R	R	R
43	6 hrs/yr of trauma nursing education	R	R	R	R
44	ENPC (optional) or PALS	R	R	R	R
45	Responsibilities include but not limited to:				
46	Capability of providing <i>immediate</i> initial resuscitation/management of the trauma patient	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
47	Capability of providing <i>prompt</i> assessment, resuscitation and stabilization to trauma patients			E	
48	Ability to provide treatment or arrange for transportation to higher level trauma center		E	E	E
49	Trauma Data/Registry				
50	Trauma registrar FTE requirements as per the most current ACS recommendations	R	R	R	R
51	Surgical Department (s), Division (s), Service (s), Sections (s)				
52	Which include at least the following surgical specialties which are staffed by qualified specialists:				
53	General	E	E	E	
54	Neurologic (*May be provided through transfer agreement)	E	E	E*	
55	Obstetric/Gynecologic	E	E		
56	Ophthalmologic	E	E		
57	Oral or maxillofacial or head and neck	E	E		
58	Orthopaedic	E	E	E	
59	Plastic	E	E		
60	Urologic	E	E		
61	Non-surgical Department (s), Division (s), Service (s), Section (s):				
62	Which include at least the following non-surgical specialties which are staffed by qualified specialists:				
63	Anesthesiology	E	E	E	
64	Internal Medicine	E	E		
65	Pathology	E	E		
66	Psychiatry	E	E		
67	Radiology	E	E		
68	Emergency Medicine, immediately available	E	E	E	E
69	Qualified Surgical Specialist (s):available as follows:				
70	General Surgeon:	E	E	E	
71	Capable of evaluating and treating adult and pediatric trauma patients shall be immediately available for trauma team activation and promptly available for consultation	E	E		
72	Other Qualified Surgical Specialists on-call and <i>promptly</i> available:				
73	Neurologic (*Level III - May be provided through written transfer agreement)	E	E	*E	
74	Obstetric/Gynecologic	E	E		
75	Ophthalmologic	E	E		
76	Oral or maxillofacial or head and neck	E	E		
77	Orthopaedic	E	E	E	

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
78	Plastic	E	E		
79	Reimplantation/microsurgery capability (may be provided through written transfer agreement)	E	E		
80	Urologic	E	E		
81	Residency Coverage:				
82	Surgical Specialists' requirements may be fulfilled by supervised senior residents	E	E		
83	Senior Resident shall:				
84	Be capable of assessing emergent situations in their respective specialty, and	E	E		
85	Be able to provide overall control and surgical leadership including surgical care if needed	E	E		
86	A staff trauma surgeon/surgeon with experience in trauma care shall be on-call and <i>promptly</i> available	E	E		
87	A staff trauma surgeon/surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the ED for major resuscitations and in the OR for all trauma operative procedures	E	E		
88	Trauma Team Activation: Tiered activations are monitored and reviewed through the Performance Improvement (PI) process for accuracy of under/over triage. "Immediate response" is defined as 15 mins, 80% of the time; "Promptly" is defined as 30 mins, 80% of the time	R	R	R	R
89	Surgical Consultations:				
90	Available for consultation or consultation and transfer agreements for adult and pediatric trauma patients (in-house or through written agreements) <i>*REMSA note: EMTALA supersedes "written agreements" for higher level of care from the ED.</i>				
91	Burn Care	E	E	E	E
92	Cardiothoracic - On-Call and <i>Promptly available</i>	E			
93	Cardiothoracic		E	E	E
94	Pediatric - On-Call and <i>Promptly available</i>	E			
95	Pediatrics		E	E	E
96	Reimplantation/microsurgery	E	E	E	E
97	Spinal cord injury	E	E	E	E
98	Qualified Non-Surgical Specialist (Applies to all specialties)				
99	<i>Residency Coverage</i>				
100	Emergency Medicine and Anesthesiology Specialists' requirements may be fulfilled by supervised senior residents.	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
101	Senior Resident must be capable of assessing emergent situations in their respective specialty and initiating treatment	E	E		
102	Supervising physician with experience in trauma care shall be on-call and promptly available	E	E		
103	Supervising qualified specialists shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the ED for major resuscitations (Anesthesiologists will be in the OR for all trauma operative procedure)	E	E		
104	Emergency Medicine:				
105	In-house and <i>Immediately Available</i>	E	E	E	E
106	Board certified or recognized qualified specialists in emergency medicine	E	E		
107	ATLS Certification: Required for emergency medicine physicians boarded in other specialties	E	E	E	E
108	Anesthesiology				
109	In-house 24 hours/day and <i>Immediately Available</i>	E			
110	On-call and <i>promptly available</i> with a mechanism to ensure presence in the OR when the patient arrives.		E	E	
111	Senior Resident or CRNA in-house supervised by Staff Anesthesiologist are <i>promptly</i> available at all times and present for all operations	E	E	E	
112	Radiology				
113	On Call and <i>Promptly Available</i>	E	E		
114	Other Non-Surgical Specialists Available for consultation:				
115	Cardiology	E	E		
116	Gastroenterology	E	E		
117	Hematology	E	E		
118	Infectious Diseases	E	E		
119	Internal Medicine	E	E		
120	Nephrology	E	E		
121	Neurology	E	E		
122	Pathology	E	E		
123	Pulmonary Medicine	E	E		
124	Service Capabilities:				
125	Radiological Service				
126	Radiological technician <i>immediately available</i> and capable of performing plain film and computed tomography	E	E		
127	Shall have a radiological technician <i>promptly available</i>			E	E
128	Angiography and ultrasound services shall be <i>promptly</i> available	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
129	Clinical Laboratory Service				
130	Comprehensive blood bank or access to community central blood bank	E	E	E	E
131	Clinical laboratory services <i>immediately</i> available	E	E		
132	Clinical laboratory services <i>promptly</i> available			E	E
133	Surgical Services				
134	Shall have an operating suite available or being utilized for trauma patients and has:	E	E	E	
135	A surgical service that has at least the following: (1) operating staff who are immediately available unless operating on trauma patients and back-up personnel who are <i>promptly</i> available.	E			
136	Operating staff, <i>promptly</i> available, and back-up staff who are promptly available unless operating on trauma patients. *Back up staff not required		E	*E	
137	Appropriate surgical equipment and supplies as determined by the trauma program medical director	E	E		
138	Appropriate surgical equipment and supplies requirements which have been approved by the local EMS agency			E	
139	Cardiopulmonary bypass equipment	E			
140	Operating microscope	E			
141	Basic or comprehensive emergency services with special permits				
142	Designate an emergency physician to be member of trauma team	E	E	E	E
143	Provide emergency services to adult and pediatric patients	E	E	E	E
144	Personnel knowledgeable in the treatment of adult and pediatric trauma	E	E	E	E
145	Designated trauma resuscitation area physically separated from other patient care areas and of adequate size to accommodate multi-system injured patient and equipment	R	R	R	R
146	Appropriate equipment and supplies for adult and pediatric patients as approved by the director of emergency medicine in collaboration with the trauma program medical director	E	E	E	E
147	Key controlled elevator, where necessary for immediate access between trauma resuscitation area and helipad, OR or radiology	R	R	R	R
148	In addition to the special permit licensing services, Trauma Centers shall have the following approved supplemental services:				
149	Intensive Care Service				
150	Special permit licensing ICU service	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
151	Qualified specialist in-house 24 hours/day <i>and immediately</i> available to care for the trauma ICU patient	E			
152	Qualified specialist <i>promptly</i> available to care for trauma patients in the ICU		E	E	
153	RN's caring for trauma patients must have completed TNCC, ATCN, TCAR (or REMSA approved course can substitute for TCAR) and have 6 hrs/2yr of trauma nursing education	R	R	R	R
154	Qualified specialist may be a resident with 2 years of training who is supervised by staff intensivist or attending surgeon who participates in all critical decision making	E	E	E	
155	Qualified specialist (above) shall be a member of the trauma team	E	E	E	
156	Appropriate equipment and supplies determined by physician responsible for intensive care service and the trauma program medical director.	E	E	E	
157	Burn Center - in house or transfer agreement	E	E	E	E
158	Physical Therapy Service:				
159	Personnel trained in physical therapy	E	E		
160	Equipped for acute care of critically injured patient	E	E		
161	Rehabilitation Center:				
162	Rehabilitation services shall be in-house or may be provided by written transfer agreement with a rehabilitation center	E	E	E	
163	Personnel trained in rehabilitation care	E	E		
164	Equipped for acute care of critically injured patient	E	E		
165	Respiratory Care Service:	E	E		
166	Personnel trained in respiratory therapy	E	E		
167	Equipped for acute care of critically injured patient	E	E		
168	Acute Hemodialysis Capability	E	E		
169	Occupational Therapy Service:	E	E		
170	Personnel trained in Occupational therapy	E	E		
171	Equipped for acute care of critically injured patient	E	E		
172	Speech Therapy Service	E	E		
173	Personnel trained in speech therapy	E	E		
174	Equipped for acute care of critically injured patient	E	E		
175	Social Service	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
176	Trauma Centers shall have the following services and programs (special license or permit not required)				
177	Pediatric Service providing in-house pediatric trauma care shall have:				
178	PICU approved by CCS or a written transfer agreement with an approved PICU	E	E		
179	Hospitals without a PICU shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care	E	E	E	E
180	A multidisciplinary team to manage child abuse and neglect	E	E		
181	Acute spinal cord injury - This service may be provided through in-house or written transfer agreement	E	E	E	E
182	Organ Donor Protocol as described in Div.7, Ch. 3.5 of CHSC	E	E		
183	Outreach Program to include:				
184	Telephone and on-site physician consultations with physicians in the community and outlying areas	E	E	E	E
185	Trauma prevention for general public	E	E	E	E
186	Continuing Education in Trauma Care for:				
187	Provide ongoing education requirements as per the most current ACS recommendations for:	E	E	E	E
188	Staff physicians	E	E	E	E
189	Staff nurses	E	E	E	E
190	Staff allied health personnel	E	E	E	E
191	EMS personnel	E	E	E	E
192	Other community physicians and health care personnel	E	E	E	E
193	Quality Improvement:				
194	Must have a quality improvement process in place which includes structure, process and outcome evaluations	E	E	E	E
195	Must have improvement process in place to identify root causes of problems	E	E	E	E
196	Must have interventions to reduce or eliminate the causes	E	E	E	E
197	Must take steps/actions to correct the problems identified	E	E	E	E
198	<i>In addition the process shall include:</i>				
199	A detailed audit of all trauma -related deaths, major complications and transfers (including interfacility transfer)	E	E	E	E
200	A multidisciplinary trauma peer review committee that includes all members of the trauma team	E	E	E	E

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level	Level	Level	Level
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
201	Participation in the trauma data management system	E	E	E	E
202	Participation in the local EMS agency trauma evaluation committee	E	E	E	E
203	A written system in place for patients, parents of minor children who are patients, legal guardians of children who are patients, and/or primary caretakers of children who are patients to provide input and feedback to hospital staff regarding the care provided to the child	E	E	E	E
204	Interfacility transfer of trauma patients:				
205	Patients may be transferred between and from trauma centers providing that: (REMSA note: EMTALA supersedes Title 22 for higher level of care and the need for written transfer agreements; however, repatriation agreements should be in writing.)				
206	Transfers shall be medically prudent as determined by the trauma physician of record	E	E	E	E
207	Shall be in accordance with the local EMS Agency interfacility transfer policies	E	E	E	E
208	Hospitals shall have written transfer agreements exists with receiving trauma centers	E	E	E	E
209	Hospital shall develop written criteria for consultation and transfer of patients needing a higher level of care	E	E	E	E
210	Hospitals which have repatriated trauma patients from a designated trauma center will provide the trauma center with all required information for the trauma registry, as specified by local EMS policy	E	E	E	E
211	Hospitals receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients they have transferred	E	E	E	E

**COUNTY OF RIVERSIDE
ADULT TRAUMA CENTER
DESIGNATION AGREEMENT**

HOSPITAL: Universal Health Systems of Rancho Springs, Inc.
dba Southwest Healthcare System, dba Inland Valley
Medical Center

AGREEMENT NUMBER: EM-17-103

TERM OF AGREEMENT: April 1, 2017 – June 30, 2018, with the option to renew
annually for 2 additional years

This Agreement is established pursuant to the California Code of Regulations (CCR), Title 22, Division 9, Chapter 7, Trauma Care Systems; and the Health and Safety Code Division 2.5, Chapter 6, Article 2.5, Regional Trauma Systems. County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and Universal Health Systems of Rancho Springs, Inc., dba Inland Valley Medical Center, hereinafter referred to as "HOSPITAL", enter into this Agreement with reference to the following:

1. Background

COUNTY desires to assure patients in need of acute trauma medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a TRAUMA CENTER CARE SYSTEM whereby a medical facility capable of providing trauma care applies and is designated a Trauma Center. COUNTY has determined that HOSPITAL meets criteria for designation as a Level II Trauma Center, and HOSPITAL is willing to accept designation as a Level II Trauma Center. The parties shall fulfill their obligations as stated in this Agreement.

2. Definitions

- a. American College of Surgeons (ACS) Verification, Review and Consultation (VRC) Program: A program designed to assist hospitals in the evaluation and improvement of trauma care and provide objective, external review of institutional capability and performance.
- b. Riverside County Emergency Medical Services Agency (REMSA): California's EMS Act authorizes each county to develop an EMS program and to designate a Local Emergency Medical Services Agency (LEMSA) that oversees the delivery of EMS within that geographic area. LEMSAs are responsible for planning, implementing, and managing local trauma care systems, including assessing needs, developing the system design, designating trauma care centers, collecting trauma care data, and providing quality assurance. Riverside County has designated REMSA to be its LEMSA.
- c. Trauma Audit Committee (TAC): Performs trauma audits and performance reviews on trauma or trauma center and the trauma system as required by regulations and REMSA policy.

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- d. Trauma Center or Designated Trauma Center: A licensed acute care hospital, accredited by the Joint Commission on Accreditation of Healthcare Organizations, which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the LEMSA in accordance with the aforementioned statutes.
- e. Trauma Center Medical and Physician Services: Services which are customary, appropriate and necessary during the full period of acute in-hospital care. These services include medical diagnosis, treatment and care to be provided to each Critical Trauma Patient (CTP). They include, but are not limited to, personnel, equipment, and facilities as described in the Riverside County Trauma System Plan.
- f. Trauma Triage Criteria: A method of assessing the severity of patient injuries to determine if a patient can be identified as a critical trauma patient (CTP).

3. DESCRIPTION OF OBLIGATIONS

3.1 Obligations of HOSPITAL as a Trauma Center

- a. HOSPITAL shall comply with applicable federal, state, county and local rules and regulations, ordinances, policies and procedures current and hereinafter enacted, including facility and professional licensing and/or certification laws and regulations, policies and procedures; and maintain in effect any and all licenses, permits, notices and certificates as are required. This shall include but not be limited to Chapter 6, Article 2.5 of the California Health and Safety Code (commencing with Section 1798.160 et seq) and the regulations promulgated as Title 22, CCR, Division 9, Chapter 7 and California Evidence Code, Section 1157.7.
- b. To meet the REMSA Trauma Center Standards, incorporated herein by this reference and attached as Exhibit A. The current and future versions shall be accessed at www.REMSA.us (Documents/Trauma-Plan-Update).
- c. To provide the necessary medical staffing with reputable medical skills in providing trauma center services. HOSPITAL will continuously monitor, maintain and upgrade where necessary the care, skill and diligence provided to trauma patients, so that each trauma patient receives care meeting or exceeding the REMSA Trauma Center Standards. Documentation of the process for monitoring and upgrading competencies will be maintained by HOSPITAL.
- d. To appoint specified individuals to assume responsibility for their component of HOSPITAL's operation, as identified in REMSA Trauma Center Standards.
- e. Trauma Registry/Data Management System: HOSPITAL agrees to use the standardized data collection instrument for trauma care provided by REMSA as part of the EMS data management system, which includes the collection of both pre-hospital and hospital patient care data utilizing specified format rules. Trauma data shall be integrated into REMSA and State EMS Authority data management systems. As stated in Title 22, section 100257, the hospital data shall include at least the following, when applicable:

- 1) Time of arrival and patient treatment in:
 - i. Emergency department or trauma receiving area; and
 - ii. Operating room.
- 2) Dates for initial admission; intensive care; and discharge.
- 3) Discharge data, including: Total hospital charges (aggregate dollars only); patient destination; and discharge diagnosis.
- f. To have a Trauma Performance Improvement Plan available for REMSA's review upon request. The documentation of monitoring of the plan must reflect the structure, process and outcome standards outlined in Exhibit A.
- g. To assure the Trauma Director, Program Manager and other specified individuals as identified, participate as members of the Trauma Audit Committee (TAC), and other related committees as may be required.
- h. To permit announced and unannounced site surveys of its facilities by REMSA representatives and allow reasonable access to any and all documentation on any trauma patient or on the trauma system as a whole for the purposes of monitoring contract compliance, quality of care and adherence to performance standards.
- i. To maintain documentation of public education and injury prevention outreach activities, consistent with trauma system goals, and to submit an annual summary of completed activities to REMSA for review.
- j. HOSPITAL agrees to cooperate with REMSA in investigating complaints and concerns regarding patient care issues.
- k. HOSPITAL agrees to follow the current trauma diversion criteria as specified in Policy 6103: Ambulance Diversion, available at www.REMSA.us/policy.
- l. HOSPITAL agrees to continue progress to achieve ACS Level II Trauma Center Verification during the term of this Agreement. ACS site visits will be coordinated with REMSA. This in no way precludes HOSPITAL from pursuing ACS Level I Trauma Center designation.

3.2 Obligations of COUNTY

- a. To develop, implement and monitor the county-wide trauma care system pursuant to applicable statutes.
- b. To define HOSPITAL's catchment area.
- c. To develop, implement and monitor trauma care system policies and guidelines.
- d. To develop, implement and monitor compliance of prehospital procedures including injury severity assessments and the determination of patient destinations.
- e. To develop, with input from HOSPITAL, a process to monitor, evaluate and report on the necessity, quality and level of trauma care services.

- f. To perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.
- g. To maintain a Trauma Registry for the purposes of data collection, compliance, monitoring and evaluation of the trauma care system (CCR, Title 22, Chapter 7, section 100257).
- h. REMSA makes no guarantees and cannot assure any number of trauma patients delivered to HOSPITAL during the term of this Agreement.

4. Financial Responsibility

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

5. Implementation of Fee Schedule for Designation of Trauma Centers

Per CCR, Title 22, Chapter 7, section 100255, and HSC, Division 2.5, Article 2.5, section 1798.164, REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated Trauma Centers within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equal division of cost between designated Trauma Centers. Trauma Centers will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

6. Audits and Inspections

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

7. Termination

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon 30 days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon 90 days written notice to COUNTY.
- b. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 - 1. Any material breach of this Agreement by HOSPITAL;
 - 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;

3. Any failure to provide timely surgical and non-surgical physician coverage for Trauma Patients, causing unnecessary risk or mortality and/or morbidity for the Trauma Patient;
 4. Submission by HOSPITAL to REMSA reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the Trauma Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by REMSA;
 8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting Trauma Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, Trauma Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

8. Maintenance of Records

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

9. Data Submission

HOSPITAL shall submit data quarterly on a schedule synchronized with data submission to the State EMS Authority to comply with applicable laws, regulations and this MOU. The reporting

format will be in accordance with County rules, regulations and processes related to submission of data, including encryption of data.

10. Reports, Evaluations and Research Studies

HOSPITAL shall, as may be reasonably requested by REMSA, participate in evaluations and/or research designed to show the effectiveness of the Trauma Care System; and shall submit reports and materials on its Trauma services as reasonably requested by REMSA. These reports, evaluations and studies shall be used by REMSA to analyze and generate aggregate statistical reports on the Trauma Care System performance. REMSA will not publish specific identifiable trauma center information without acknowledgment and consent from HOSPITAL.

11. Hold Harmless/Indemnification

HOSPITAL shall indemnify and hold harmless COUNTY, its officers, employees and agents ("COUNTY Indemnitees") from any liability damage, claim or action whatsoever based or assert upon any services or actions of HOSPITAL, its officers, employees or agents, arising out of or relating in any way to this Agreement, including but not limited to property damage, bodily injury or death. HOSPITAL shall, at its sole expense, including all costs and fees (including but not limited to attorney's fees, defense and settlements or awards), defend COUNTY Indemnitees in any claim or action for which indemnification is required. Any insurance requirements specified in this Agreement shall not in any way limit HOSPITAL's indemnification obligation.

12. Insurance

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

- c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - 3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice requirement*

found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

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

5) It is understood and agreed to by the parties hereto that HOSPITAL's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

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

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

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

13. Conflicts of Interest

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

14. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional

licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

15. Nondiscrimination

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

16. Confidentiality

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

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

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

To HOSPITAL:

Bradley Neet, CEO
Inland Valley Medical Center
36485 Inland Valley Drive
Wildomar, CA 92595

To County:

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

20. Governing Law

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

21. Assignment

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

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

25. Waiver

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

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

HOSPITAL
Inland Valley Medical Center

COUNTY
County of Riverside

By Bradley D. Neet
Bradley D. Neet,
Chief Executive Officer

By John Tavaglione
John Tavaglione, Chairman
Board of Supervisors

Date 2/10/17

Date MAR 21 2017

ATTEST: Kecia Harper-Ihem, Clerk of the Board

By Kecia Harper-Ihem, Deputy
Date: MAR 21 2017

APPROVED AS TO FORM: Gregory P. Priamos,
County Counsel

By Neal Kipnis
Neal Kipnis, Deputy County Counsel
Date: 2/6/17

Exhibit A- Trauma Center Standards

Riverside County Adult Trauma Center Standards California Code of Regulations Title 22, Chapter 7- Trauma Care System					
TRAUMA CENTER STANDARDS		Level I	Level II	Level III	Level IV
E = Essential (Title 22), D = Desired (Title 22), R=REMSA required		I	II	III	IV
1	Institution/ Organization:				
2	The Joint Commission (TJC) Accreditation	E	E	E	E
3	Licensed hospital in the State of California	E	E	E	E
4	Basic or comprehensive emergency services with special permits	E	E	E	E
5	1. A minimum of 1200 trauma program hospital admissions, or 2. A minimum of 240 trauma patients per year whose Injury Severity Score (ISS) is >15, or 3. An average of 35 trauma patients (with an ISS of >15) per trauma program surgeon per year	E			
6	A trauma research program	E			
7	An Accreditation Council on Graduate Medical Education (ACGME) approved surgical residency program	E			
8	Trauma Program Medical Director:	E	E	E	E
9	Board Certified Surgeon	E	E		
10	Qualified Surgical Specialist (*Level IV may be a non-surgical qualified specialist)			E	* E
11	Must maintain trauma- related extramural continuing medical education (16 hrs annually or 48 hrs in 3 years)	R	R	R	R
12	Current ATLS certification	R	R	R	R
13	Responsibilities include but not limited to:				
14	Recommending trauma team physician privileges	E	E	E	E
15	Working with nursing and administration to support needs of trauma patients	E	E	E	E
16	Developing trauma treatment protocols	E	E	E	E
17	Determining appropriate equipment and supplies	E	E	D	D
18	Ensuring development of policies/procedures for domestic violence, elder/child abuse/neglect	E	E	D	D
19	Having authority and accountability for QI peer review process	E	E	E	E
20	Correcting deficiencies in trauma care or excluding from trauma call those team members who no longer meet standards	E	E	E	E
21	Coordinating with local and State EMS agencies (level IV with local EMS agency only)	E	E	R	R
22	Coordinating pediatric trauma care with other hospitals and professional services	E	E	R	R
23	Assisting with the coordination of budgetary processes for trauma program	E	E	E	E

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
24	Identifying representatives from neurosurgery, orthopaedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their disciplines who are qualified to be members of the trauma program	E	E	E	R
25	Using the expertise of representatives from neurosurgery, orthopaedics, emergency medicine, pediatrics and other appropriate disciplines	E	E	R	R
26	Trauma Program Manager	E	E	E	E
27	Qualifications are:				
28	Registered Nurse	E	E	E	E
29	Dedicated FTE; Current in TNCC or ATCN; Completes 16 hrs of trauma education/yr	R	R	R	R
30	Provide evidence of educational preparation and clinical experience in the care of adult and/or pediatric trauma patient and administrative ability	E	E	E	E
31	Responsibilities include but not limited to:				
32	Organizing services and systems necessary for multidisciplinary approach to the care of the injured patient	E	E	E	E
33	Coordinating day-to-day clinical process and performance improvement of nursing and ancillary personnel	E	E	E	E
34	Collaborating with trauma program medical director to carry out educational, clinical, research, administrative and outreach activities of the trauma program	E	E	E	E
35	Trauma Service	E	E	E	E
36	Implementation of requirements as specified under Title 22 Chapter 7 and provide for coordination with the local EMS agency	E	E	E	E
37	Trauma Team				
38	A multidisciplinary team responsible for the initial resuscitation and management of the trauma patient	E	E	E	E
39	Emergency Department/Trauma Team Nursing Staff				
40	Registered Nurse	R	R	R	R
41	Expertise in adult and pediatric trauma care	E	E	E	R
42	Maintains TNCC or ATCN	R	R	R	R
43	6 hrs/yr of trauma nursing education	R	R	R	R
44	ENPC (optional) or PALS	R	R	R	R
45	Responsibilities include but not limited to:				
46	Capability of providing <i>immediate</i> initial resuscitation/management of the trauma patient	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
47	Capability of providing <i>prompt</i> assessment, resuscitation and stabilization to trauma patients			E	
48	Ability to provide treatment or arrange for transportation to higher level trauma center		E	E	E
49	Trauma Data/Registry				
50	Trauma registrar FTE requirements as per the most current ACS recommendations	R	R	R	R
51	Surgical Department (s), Division (s), Service (s), Sections (s)				
52	Which include at least the following surgical specialties which are staffed by qualified specialists:				
53	General	E	E	E	
54	Neurologic (*May be provided through transfer agreement)	E	E	E*	
55	Obstetric/Gynecologic	E	E		
56	Ophthalmologic	E	E		
57	Oral or maxillofacial or head and neck	E	E		
58	Orthopaedic	E	E	E	
59	Plastic	E	E		
60	Urologic	E	E		
61	Non-surgical Department (s), Division (s), Service (s), Section (s):				
62	Which include at least the following non-surgical specialties which are staffed by qualified specialists:				
63	Anesthesiology	E	E	E	
64	Internal Medicine	E	E		
65	Pathology	E	E		
66	Psychiatry	E	E		
67	Radiology	E	E		
68	Emergency Medicine, immediately available	E	E	E	E
69	Qualified Surgical Specialist (s):available as follows:				
70	General Surgeon:	E	E	E	
71	Capable of evaluating and treating adult and pediatric trauma patients shall be immediately available for trauma team activation and promptly available for consultation	E	E		
72	Other Qualified Surgical Specialists on-call and <i>promptly</i> available:				
73	Neurologic (*Level III - May be provided through written transfer agreement)	E	E	*E	
74	Obstetric/Gynecologic	E	E		
75	Ophthalmologic	E	E		
76	Oral or maxillofacial or head and neck	E	E		
77	Orthopaedic	E	E	E	

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
78	Plastic	E	E		
79	Reimplantation/microsurgery capability (may be provided through written transfer agreement)	E	E		
80	Urologic	E	E		
81	Residency Coverage:				
82	Surgical Specialists' requirements may be fulfilled by supervised senior residents	E	E		
83	Senior Resident shall:				
84	Be capable of assessing emergent situations in their respective specialty, and	E	E		
85	Be able to provide overall control and surgical leadership including surgical care if needed	E	E		
86	A staff trauma surgeon/surgeon with experience in trauma care shall be on-call and <i>promptly</i> available	E	E		
87	A staff trauma surgeon/surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the ED for major resuscitations and in the OR for all trauma operative procedures	E	E		
88	Trauma Team Activation: Tiered activations are monitored and reviewed through the Performance Improvement (PI) process for accuracy of under/over triage. "Immediate response" is defined as 15 mins, 80% of the time; "Promptly" is defined as 30 mins, 80% of the time	R	R	R	R
89	Surgical Consultations:				
90	Available for consultation or consultation and transfer agreements for adult and pediatric trauma patients (in-house or through written agreements) <i>*REMSA note: EMTALA supersedes "written agreements" for higher level of care from the ED.</i>				
91	Burn Care	E	E	E	E
92	Cardiothoracic - On-Call and <i>Promptly available</i>	E			
93	Cardiothoracic		E	E	E
94	Pediatric - On-Call and <i>Promptly available</i>	E			
95	Pediatrics		E	E	E
96	Reimplantation/microsurgery	E	E	E	E
97	Spinal cord injury	E	E	E	E
98	Qualified Non-Surgical Specialist (Applies to all specialties)				
99	<i>Residency Coverage</i>				
100	Emergency Medicine and Anesthesiology Specialists' requirements may be fulfilled by supervised senior residents.	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
101	Senior Resident must be capable of assessing emergent situations in their respective specialty and initiating treatment	E	E		
102	Supervising physician with experience in trauma care shall be on-call and promptly available	E	E		
103	Supervising qualified specialists shall be advised of all trauma patient admissions, participate in major therapeutic decisions, and be present in the ED for major resuscitations (Anesthesiologists will be in the OR for all trauma operative procedure)	E	E		
104	Emergency Medicine:				
105	In-house and <i>Immediately Available</i>	E	E	E	E
106	Board certified or recognized qualified specialists in emergency medicine	E	E		
107	ATLS Certification: Required for emergency medicine physicians boarded in other specialties	E	E	E	E
108	Anesthesiology				
109	In-house 24 hours/day and <i>Immediately Available</i>	E			
110	On-call and <i>promptly available</i> with a mechanism to ensure presence in the OR when the patient arrives.		E	E	
111	Senior Resident or CRNA in-house supervised by Staff Anesthesiologist are <i>promptly</i> available at all times and present for all operations	E	E	E	
112	Radiology				
113	On Call and <i>Promptly Available</i>	E	E		
114	Other Non-Surgical Specialists Available for consultation:				
115	Cardiology	E	E		
116	Gastroenterology	E	E		
117	Hematology	E	E		
118	Infectious Diseases	E	E		
119	Internal Medicine	E	E		
120	Nephrology	E	E		
121	Neurology	E	E		
122	Pathology	E	E		
123	Pulmonary Medicine	E	E		
124	Service Capabilities:				
125	Radiological Service				
126	Radiological technician <i>immediately available</i> and capable of performing plain film and computed tomography	E	E		
127	Shall have a radiological technician <i>promptly available</i>			E	E
128	Angiography and ultrasound services shall be <i>promptly</i> available	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
129	Clinical Laboratory Service				
130	Comprehensive blood bank or access to community central blood bank	E	E	E	E
131	Clinical laboratory services <i>immediately</i> available	E	E		
132	Clinical laboratory services <i>promptly</i> available			E	E
133	Surgical Services				
134	Shall have an operating suite available or being utilized for trauma patients and has:	E	E	E	
135	A surgical service that has at least the following: (1) operating staff who are immediately available unless operating on trauma patients and back-up personnel who are <i>promptly</i> available.	E			
136	Operating staff, <i>promptly</i> available, and back-up staff who are promptly available unless operating on trauma patients. *Back up staff not required		E	*E	
137	Appropriate surgical equipment and supplies as determined by the trauma program medical director	E	E		
138	Appropriate surgical equipment and supplies requirements which have been approved by the local EMS agency			E	
139	Cardiopulmonary bypass equipment	E			
140	Operating microscope	E			
141	Basic or comprehensive emergency services with special permits				
142	Designate an emergency physician to be member of trauma team	E	E	E	E
143	Provide emergency services to adult and pediatric patients	E	E	E	E
144	Personnel knowledgeable in the treatment of adult and pediatric trauma	E	E	E	E
145	Designated trauma resuscitation area physically separated from other patient care areas and of adequate size to accommodate multi-system injured patient and equipment	R	R	R	R
146	Appropriate equipment and supplies for adult and pediatric patients as approved by the director of emergency medicine in collaboration with the trauma program medical director	E	E	E	E
147	Key controlled elevator, where necessary for immediate access between trauma resuscitation area and helipad, OR or radiology	R	R	R	R
148	In addition to the special permit licensing services, Trauma Centers shall have the following approved supplemental services:				
149	Intensive Care Service				
150	Special permit licensing ICU service	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
151	Qualified specialist in-house 24 hours/day <i>and immediately</i> available to care for the trauma ICU patient	E			
152	Qualified specialist <i>promptly</i> available to care for trauma patients in the ICU		E	E	
153	RN's caring for trauma patients must have completed TNCC, ATCN, TCAR (or REMSA approved course can substitute for TCAR) and have 6 hrs/2yr of trauma nursing education	R	R	R	R
154	Qualified specialist may be a resident with 2 years of training who is supervised by staff intensivist or attending surgeon who participates in all critical decision making	E	E	E	
155	Qualified specialist (above) shall be a member of the trauma team	E	E	E	
156	Appropriate equipment and supplies determined by physician responsible for intensive care service and the trauma program medical director.	E	E	E	
157	Burn Center - in house or transfer agreement	E	E	E	E
158	Physical Therapy Service:				
159	Personnel trained in physical therapy	E	E		
160	Equipped for acute care of critically injured patient	E	E		
161	Rehabilitation Center:				
162	Rehabilitation services shall be in-house or may be provided by written transfer agreement with a rehabilitation center	E	E	E	
163	Personnel trained in rehabilitation care	E	E		
164	Equipped for acute care of critically injured patient	E	E		
165	Respiratory Care Service:	E	E		
166	Personnel trained in respiratory therapy	E	E		
167	Equipped for acute care of critically injured patient	E	E		
168	Acute Hemodialysis Capability	E	E		
169	Occupational Therapy Service:	E	E		
170	Personnel trained in Occupational therapy	E	E		
171	Equipped for acute care of critically injured patient	E	E		
172	Speech Therapy Service	E	E		
173	Personnel trained in speech therapy	E	E		
174	Equipped for acute care of critically injured patient	E	E		
175	Social Service	E	E		

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level I	Level II	Level III	Level IV
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
176	Trauma Centers shall have the following services and programs (special license or permit not required)				
177	Pediatric Service providing in-house pediatric trauma care shall have:				
178	PICU approved by CCS or a written transfer agreement with an approved PICU	E	E		
179	Hospitals without a PICU shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care	E	E	E	E
180	A multidisciplinary team to manage child abuse and neglect	E	E		
181	Acute spinal cord injury - This service may be provided through in-house or written transfer agreement	E	E	E	E
182	Organ Donor Protocol as described in Div.7, Ch. 3.5 of CHSC	E	E		
183	Outreach Program to include:				
184	Telephone and on-site physician consultations with physicians in the community and outlying areas	E	E	E	E
185	Trauma prevention for general public	E	E	E	E
186	Continuing Education in Trauma Care for:				
187	Provide ongoing education requirements as per the most current ACS recommendations for:	E	E	E	E
188	Staff physicians	E	E	E	E
189	Staff nurses	E	E	E	E
190	Staff allied health personnel	E	E	E	E
191	EMS personnel	E	E	E	E
192	Other community physicians and health care personnel	E	E	E	E
193	Quality Improvement:				
194	Must have a quality improvement process in place which includes structure, process and outcome evaluations	E	E	E	E
195	Must have improvement process in place to identify root causes of problems	E	E	E	E
196	Must have interventions to reduce or eliminate the causes	E	E	E	E
197	Must take steps/actions to correct the problems identified	E	E	E	E
198	<i>In addition the process shall include:</i>				
199	A detailed audit of all trauma -related deaths, major complications and transfers (including interfacility transfer)	E	E	E	E
200	A multidisciplinary trauma peer review committee that includes all members of the trauma team	E	E	E	E

Exhibit A- Trauma Center Standards

TRAUMA CENTER STANDARDS					
		Level	Level	Level	Level
	E = Essential (Title 22), D = Desired (Title 22), R=REMSA required	I	II	III	IV
201	Participation in the trauma data management system	E	E	E	E
202	Participation in the local EMS agency trauma evaluation committee	E	E	E	E
203	A written system in place for patients, parents of minor children who are patients, legal guardians of children who are patients, and/or primary caretakers of children who are patients to provide input and feedback to hospital staff regarding the care provided to the child	E	E	E	E
204	Interfacility transfer of trauma patients:				
205	Patients may be transferred between and from trauma centers providing that: (REMSA note: EMTALA supersedes Title 22 for higher level of care and the need for written transfer agreements; however, repatriation agreements should be in writing.)				
206	Transfers shall be medically prudent as determined by the trauma physician of record	E	E	E	E
207	Shall be in accordance with the local EMS Agency interfacility transfer policies	E	E	E	E
208	Hospitals shall have written transfer agreements exists with receiving trauma centers	E	E	E	E
209	Hospital shall develop written criteria for consultation and transfer of patients needing a higher level of care	E	E	E	E
210	Hospitals which have repatriated trauma patients from a designated trauma center will provide the trauma center with all required information for the trauma registry, as specified by local EMS policy	E	E	E	E
211	Hospitals receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients they have transferred	E	E	E	E