

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



ITEM  
3.7  
(ID # 7770)

MEETING DATE:

Tuesday, September 25, 2018

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the Agreements for Designation of Base Hospitals for the Period July 1, 2018 through June 30, 2021 [All Districts] [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Base Hospital Agreements (the "Agreements") for continued designation of Base Hospitals for the period July 1, 2018 through June 30, 2021 with the following entities:
  - a. Desert Regional Medical Center, Inc.
  - b. Eisenhower Medical Center
  - c. Universal Health Systems of Rancho Springs, Inc., dba Inland Valley Medical Center
  - d. JFK Memorial Hospital, Inc., dba John F. Kennedy Memorial Hospital
  - e. Riverside Healthcare System, L.P., dba Riverside Community Hospital
2. Authorize the Director of Emergency Management to execute the Agreements for new and continued designation of Base Hospitals in substantially the same form as the Agreements, including any amendments that do not change the substantive terms of the Agreements, as approved by County Counsel, for the period of performance through June 30, 2021.

ACTION:

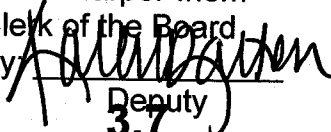
  
Bruce Barton, EMD Director 9/14/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: September 25, 2018  
xc: EMD

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy  
3.7

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ (e.g. contract total)	\$ (e.g. Operations)
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ In dollars, no cents	\$ In dollars, no cents
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 18/19-20/21</b>	

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

**BACKGROUND:**

**Summary**

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

The five hospitals currently designated as Base Hospitals are: John F. Kennedy Memorial Hospital, Desert Regional Medical Center, Eisenhower Medical Center, Inland Valley Medical Center and Riverside Community Hospital. In addition to the five hospitals represented by these agreements, Riverside County Regional Medical Center also serves as a Base Hospital. A Memorandum of Understanding with Riverside University Health Systems Medical Center for Base Hospital services will be signed by the Director of Emergency Management.

**Impact on Residents and Businesses**

These agreements provide for appropriate, timely, and accurate treatment of emergency medical conditions in the field and direction to appropriate levels of care for all residents and visitors. There are no negative impacts on residents or businesses in Riverside County.

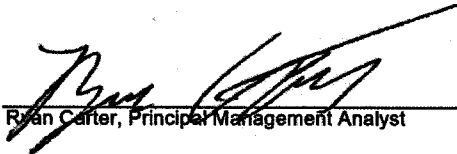
**Additional Fiscal Information**

These are currently non-monetary agreements. A fee schedule is being developed for EMD and will be brought to the Board of Supervisors for consideration in this fiscal year. An annual fee for designation as a Base Hospital will be required to cover the cost to EMD to monitor the agreements.

**Contract History**

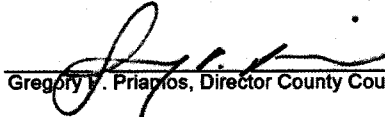
These agreements for medical direction have been in place since 2005, and were most recently renewed in 2015 (Item 3.13, October 6, 2015). They are required under California Health and Safety Code Sections 1797.58 and 1798.100 thru 1798.105, and California Code of Regulations, Division 9, Title 22, Chapter 4, Section 100169.

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



Ryan Carter, Principal Management Analyst

9/18/2018



Gregory V. Priaplos, Director County Counsel

9/17/2018

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**COUNTY OF RIVERSIDE  
BASE HOSPITAL AGREEMENT**

**HOSPITAL:** Desert Regional Medical Center, Inc.  
**AGREEMENT NUMBER:** EM-18-106  
**TERM OF AGREEMENT:** July 1, 2018 – June 30, 2021

This Agreement is entered into by the County of Riverside, on behalf of its Emergency Management Department and its Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA", and, Desert Regional Medical Center, Inc., hereinafter referred to as "HOSPITAL". Both may be hereinafter referred to as "party" or "parties".

**1. Background**

California Health and Safety Code Section 1798.100 authorizes the local Emergency Medical Services (EMS) Agency, with the approval of its medical director, to designate and contract with hospitals ("Base Hospital") to provide medical direction of pre-hospital emergency personnel within its area of jurisdiction. The State of California Code of Regulations, Title 22, Division 9, Section 100169 requires local EMS agencies to have written agreements with base hospitals indicating requirements for program participation as specified by law and by the agency's policies and procedures. COUNTY has determined that HOSPITAL meets criteria for designation as a Base Hospital, and HOSPITAL is willing to accept designation as a Base Hospital. The parties shall fulfill their obligations as stated in this Agreement.

**2. Obligations of HOSPITAL**

- A. Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.
- B. Hospital shall comply with Base Hospital Designation and Criteria (Policy 6201, et. al.) as set forth in the current REMSA policy manual, available at [www.remsa.us](http://www.remsa.us).
- C. Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.
- D. Hospital shall provide patient outcome data to REMSA, upon request, for individual patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to be used internally by REMSA to meet requirements for continuous quality improvement review and EMS system oversight pursuant to Federal, State and Local laws. All data and other information submitted by a base hospital to REMSA for the

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

### **3. Obligations of COUNTY**

- A. REMSA shall be responsible for planning, implementing and evaluating the Riverside County EMS system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.
- B. REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

### **4. Financial Responsibility**

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

### **5. Implementation of Fee Schedule for Designation as Base Hospital**

REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated base hospitals within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equitable division of cost between designated base hospitals. Base hospitals will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

### **6. Audits and Inspections**

COUNTY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff. Upon reasonable notice to HOSPITAL, 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 ninety (90) days written notice served upon HOSPITAL stating the extent and effective date of termination. HOSPITAL may terminate this Agreement without cause upon ninety (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, including failure to comply with the current Base Hospital standards;
  2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  4. 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;
  5. Any failure to comply with a plan of correction imposed by COUNTY; and
  6. Repeated failure to submit specified reports, Specialty Care Information 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, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify EMS patients from all other patients.

## **9. Hold Harmless/Indemnification**

HOSPITAL shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by HOSPITAL, HOSPITAL shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOSPITAL'S indemnification to Indemnitees as set forth herein.

HOSPITAL'S obligation hereunder shall be satisfied when HOSPITAL has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the HOSPITAL from indemnifying the Indemnitees to the fullest extent allowed by law.

## **10. Insurance**

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. 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.
- 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 of Riverside 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 of Riverside 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 long 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 such self-insured retentions exceed \$500,000 per occurrence each 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 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 retention's 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 Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **11. Conflicts of Interest**

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

#### **12. Compliance**

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

#### **13. Non-discrimination**

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

#### **14. Confidentiality**

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be

divulged only as provided by law. REMSA agrees that it is a "health oversight agency" under HIPAA and, therefore, a business associate agreement is not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to the COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

#### **15. Mutual Cooperation**

It is agreed that mutual non-competition among the designated base hospitals, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS 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 patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

#### **16. Contract Administrators**

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

#### **17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

Desert Regional Medical Center  
Attn: Michele Finney, CEO  
1150 North Indian Canyon Drive  
Palm Springs, CA 92262

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Bruce Barton, EMD Director  
4210 Riverwalk Parkway, Suite 300  
Riverside, CA 92505

**18. Governing Law**

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

**19. Assignment**

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

**20. No Third Party Beneficiaries**

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

**21. Entire Agreement**

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

**22. Severability**

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

**23. Waiver**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

*(signatures on next page)*

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

**HOSPITAL**  
Desert Regional Medical Center, Inc.

**COUNTY**  
County of Riverside

By   
Michele Finney, CEO

By   
Bruce Barton, Director  
Emergency Management Department

Date 8-21-18

Date 10-11-18

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By   
Susanna Oh, Deputy County Counsel

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**COUNTY OF RIVERSIDE  
BASE HOSPITAL AGREEMENT**

**HOSPITAL:** Eisenhower Medical Center  
**AGREEMENT NUMBER:** EM-18-107  
**TERM OF AGREEMENT:** July 1, 2018 – June 30, 2021

This Agreement is entered into by the County of Riverside, on behalf of its Emergency Management Department and its Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA", and Eisenhower Medical Center, hereinafter referred to as "HOSPITAL". Both may be hereinafter referred to as "party" or "parties".

**1. Background**

California Health and Safety Code Section 1798.100 authorizes the local Emergency Medical Services (EMS) Agency, with the approval of its medical director, to designate and contract with hospitals ("Base Hospital") to provide medical direction of pre-hospital emergency personnel within its area of jurisdiction. The State of California Code of Regulations, Title 22, Division 9, Section 100169 requires local EMS agencies to have written agreements with base hospitals indicating requirements for program participation as specified by law and by the agency's policies and procedures. COUNTY has determined that HOSPITAL meets criteria for designation as a Base Hospital, and HOSPITAL is willing to accept designation as a Base Hospital. The parties shall fulfill their obligations as stated in this Agreement.

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

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**6. Audits and Inspections**

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**7. Termination**

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  - 1. Any material breach of this Agreement by HOSPITAL, including failure to comply with the current Base Hospital standards;
  - 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  - 3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  - 4. 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;
  - 5. Any failure to comply with a plan of correction imposed by COUNTY; and
  - 6. Repeated failure to submit specified reports, Specialty Care Information 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, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify EMS patients from all other patients.



## **9. Hold Harmless/Indemnification**

HOSPITAL shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by HOSPITAL, HOSPITAL shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOSPITAL'S indemnification to Indemnitees as set forth herein.

HOSPITAL'S obligation hereunder shall be satisfied when HOSPITAL has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the HOSPITAL from indemnifying the Indemnitees to the fullest extent allowed by law.

## **10. Insurance**

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. 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 of Riverside 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 of Riverside 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 long 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 such self-insured retentions exceed \$500,000 per occurrence each 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 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 retention's 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 Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **11. Conflicts of Interest**

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

#### **12. Compliance**

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

#### **13. Non-discrimination**

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

#### **14. Confidentiality**

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

**15. Mutual Cooperation**

It is agreed that mutual non-competition among the designated base hospitals, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS 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 patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

**16. Contract Administrators**

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

**17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

Eisenhower Medical Center  
Aubrey Seffling, CEO  
39000 Bob Hope Drive  
Rancho Mirage, CA 92270

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Bruce Barton, EMD Director  
4210 Riverwalk Parkway, Suite 300  
Riverside, CA 92505

**18. Governing Law**

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

**19. Assignment**

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

**20. No Third Party Beneficiaries**

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

**21. Entire Agreement**

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

**22. Severability**

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

**23. Waiver**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

*(signatures on next page)*

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

HOSPITAL

Eisenhower Medical Center

By   
Aubrey Seffling, CEO

Date 8/29/18

COUNTY

County of Riverside

By   
Bruce Barton, Director  
Emergency Management Department

Date 10-11-18

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By   
Susanna Oh, Deputy County Counsel

**COUNTY OF RIVERSIDE  
BASE HOSPITAL AGREEMENT**

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

**AGREEMENT NUMBER:** EM-18-108

**TERM OF AGREEMENT:** July 1, 2018 – June 30, 2021

This Agreement is entered into by the County of Riverside, on behalf of its Emergency Management Department and its 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". Both may be hereinafter referred to as "party" or "parties".

**1. Background**

California Health and Safety Code Section 1798.100 authorizes the local Emergency Medical Services (EMS) Agency, with the approval of its medical director, to designate and contract with hospitals ("Base Hospital") to provide medical direction of pre-hospital emergency personnel within its area of jurisdiction. The State of California Code of Regulations, Title 22, Division 9, Section 100169 requires local EMS agencies to have written agreements with base hospitals indicating requirements for program participation as specified by law and by the agency's policies and procedures. COUNTY has determined that HOSPITAL meets criteria for designation as a Base Hospital, and HOSPITAL is willing to accept designation as a Base Hospital. The parties shall fulfill their obligations as stated in this Agreement.

**2. Obligations of HOSPITAL**

- A. Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.
- B. Hospital shall comply with Base Hospital Designation and Criteria (Policy 6201, et. al.) as set forth in the current REMSA policy manual, available at [www.remsa.us](http://www.remsa.us).
- C. Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.
- D. Hospital shall provide patient outcome data to REMSA, upon request, for individual patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to be used internally by REMSA to meet requirements for continuous quality



improvement review and EMS system oversight pursuant to Federal, State and Local laws. All data and other information submitted by a base hospital to REMSA for the purpose of monitoring, evaluating or reporting on the necessity, quality and level of emergency services, including data or other information, shall be subjected to California Evidence Code §1157.7.

### **3. Obligations of COUNTY**

- A. REMSA shall be responsible for planning, implementing and evaluating the Riverside County EMS system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.
- B. REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

### **4. Financial Responsibility**

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

### **5. Implementation of Fee Schedule for Designation as Base Hospital**

REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated base hospitals within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equitable division of cost between designated base hospitals. Base hospitals will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

### **6. Audits and Inspections**

COUNTY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff. Upon reasonable notice to HOSPITAL, 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 ninety (90) days written notice served upon HOSPITAL stating the extent and effective date of termination. HOSPITAL may terminate this Agreement without cause upon ninety (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, including failure to comply with the current Base Hospital standards;
  2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  4. 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;
  5. Any failure to comply with a plan of correction imposed by COUNTY; and
  6. Repeated failure to submit specified reports, Specialty Care Information 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.

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HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise

required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify EMS patients from all other patients.

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HOSPITAL shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by HOSPITAL, HOSPITAL shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOSPITAL'S indemnification to Indemnitees as set forth herein.

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The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the HOSPITAL from indemnifying the Indemnitees to the fullest extent allowed by law.

#### **10. Insurance**

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

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- 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 insure 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 such self-insured retentions exceed \$500,000 per occurrence each 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.
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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 shall sign the original endorsements for each policy and the Certificate of Insurance.*
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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 Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

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Neither HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the transport of patients to a facility other than the closest facility, 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.

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

#### **13. Non-discrimination**

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

#### **14. Confidentiality**

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

#### **15. Mutual Cooperation**

It is agreed that mutual non-competition among the designated base hospitals, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS 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 patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

#### **16. Contract Administrators**

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

#### **17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

Inland Valley Medical Center  
Bradley Neet, CEO  
36485 Inland Valley Drive  
Wildomar, CA 92592

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Bruce Barton, EMD Director  
4210 Riverwalk Parkway, Suite 300

Riverside, CA 92505

**18. Governing Law**

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

**19. Assignment**

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

**20. No Third Party Beneficiaries**

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

**21. Entire Agreement**

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

**22. Severability**

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

**23. Waiver**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

*(signatures on next page)*



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

**HOSPITAL**

Universal Health Systems of Rancho Springs, Inc., dba Inland Valley Medical Center

By   
Bradley Neet, CEO

Date 7/25/18

**COUNTY**

County of Riverside

By   
Bruce Barton, Director  
Emergency Management Department

Date 10-11-18

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By   
Susanna Oh, Deputy County Counsel

**COUNTY OF RIVERSIDE  
BASE HOSPITAL AGREEMENT**

**HOSPITAL:** JFK Memorial Hospital, Inc., dba John F. Kennedy  
Memorial Hospital

**AGREEMENT NUMBER:** EM-18-109

**TERM OF AGREEMENT:** July 1, 2018 – June 30, 2021

This Agreement is entered into by the County of Riverside, on behalf of its Emergency Management Department and its Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA", and JFK Memorial Hospital, Inc., dba John F. Kennedy Memorial Hospital, hereinafter referred to as "HOSPITAL". Both may be hereinafter referred to as "party" or "parties".

**1. Background**

California Health and Safety Code Section 1798.100 authorizes the local Emergency Medical Services (EMS) Agency, with the approval of its medical director, to designate and contract with hospitals ("Base Hospital") to provide medical direction of pre-hospital emergency personnel within its area of jurisdiction. The State of California Code of Regulations, Title 22, Division 9, Section 100169 requires local EMS agencies to have written agreements with base hospitals indicating requirements for program participation as specified by law and by the agency's policies and procedures. COUNTY has determined that HOSPITAL meets criteria for designation as a Base Hospital, and HOSPITAL is willing to accept designation as a Base Hospital. The parties shall fulfill their obligations as stated in this Agreement.

**2. Obligations of HOSPITAL**

- A. Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.
- B. Hospital shall comply with Base Hospital Designation and Criteria (Policy 6201, et. al.) as set forth in the current REMSA policy manual, available at [www.remsa.us](http://www.remsa.us).
- C. Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.
- D. Hospital shall provide patient outcome data to REMSA, upon request, for individual patients transported to the Base Hospital for evaluation and treatment. Patient outcome data is to be used internally by REMSA to meet requirements for continuous quality

improvement review and EMS system oversight pursuant to Federal, State and Local laws. All data and other information submitted by a base hospital to REMSA for the purpose of monitoring, evaluating or reporting on the necessity, quality and level of emergency services, including data or other information, shall be subjected to California Evidence Code §1157.7.

### **3. Obligations of COUNTY**

- A. REMSA shall be responsible for planning, implementing and evaluating the Riverside County EMS system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.
- B. REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

### **4. Financial Responsibility**

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

### **5. Implementation of Fee Schedule for Designation as Base Hospital**

REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated base hospitals within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equitable division of cost between designated base hospitals. Base hospitals will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

### **6. Audits and Inspections**

COUNTY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff. Upon reasonable notice to HOSPITAL, 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 ninety (90) days written notice served upon HOSPITAL stating the extent and effective date of termination. HOSPITAL may terminate this Agreement without cause upon ninety (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, including failure to comply with the current Base Hospital standards;
  2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  4. 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;
  5. Any failure to comply with a plan of correction imposed by COUNTY; and
  6. Repeated failure to submit specified reports, Specialty Care Information 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, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise

required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify EMS patients from all other patients.

## **9. Hold Harmless/Indemnification**

HOSPITAL shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by HOSPITAL, HOSPITAL shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOSPITAL'S indemnification to Indemnitees as set forth herein.

HOSPITAL'S obligation hereunder shall be satisfied when HOSPITAL has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the HOSPITAL from indemnifying the Indemnitees to the fullest extent allowed by law.

## **10. Insurance**

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. 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 of Riverside 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 of Riverside 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 long 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 insure 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 such self-insured retentions exceed \$500,000 per occurrence each 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 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 retention's 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 Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **11. Conflicts of Interest**

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

#### **12. Compliance**

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

#### **13. Non-discrimination**

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



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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. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

#### **15. Mutual Cooperation**

It is agreed that mutual non-competition among the designated base hospitals, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS 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 patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

#### **16. Contract Administrators**

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

#### **17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

John F. Kennedy Memorial Hospital  
Attn: Gary L. Honts, CEO  
47111 Monroe St.  
Indio, CA 92201

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Bruce Barton, EMS Director  
4210 Riverwalk Parkway, Suite 300

Riverside, CA 92505

**18. Governing Law**

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

**19. Assignment**

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

**20. No Third Party Beneficiaries**

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

**21. Entire Agreement**

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

**22. Severability**

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

**23. Waiver**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

*(signatures on next page)*

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

**HOSPITAL**  
JFK Memorial Hospital, Inc.,  
dba John F. Kennedy Memorial Hospital

**COUNTY**  
County of Riverside

By   
~~Gary L. Horts, CEO~~  
Michael J. King, CFO

By   
Bruce Barton, Director  
Emergency Management Department

Date 9/10/18

Date 10-11-18

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By   
Deputy County Counsel  
Susanna Oh

**COUNTY OF RIVERSIDE  
BASE HOSPITAL AGREEMENT**

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

**AGREEMENT NUMBER:** EM-18-110

**TERM OF AGREEMENT:** July 1, 2018 – June 30, 2021

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

**1. Background**

California Health and Safety Code Section 1798.100 authorizes the local Emergency Medical Services (EMS) Agency, with the approval of its medical director, to designate and contract with hospitals ("Base Hospital") to provide medical direction of pre-hospital emergency personnel within its area of jurisdiction. The State of California Code of Regulations, Title 22, Division 9, Section 100169 requires local EMS agencies to have written agreements with base hospitals indicating requirements for program participation as specified by law and by the agency's policies and procedures. COUNTY has determined that HOSPITAL meets criteria for designation as a Base Hospital, and HOSPITAL is willing to accept designation as a Base Hospital. The parties shall fulfill their obligations as stated in this Agreement.

**2. Obligations of HOSPITAL**

- A. Hospital shall meet all requirements set forth in the California Health and Safety Code, Division 2.5, the California Code of Regulations, Title 22, and policies, protocols and procedures implemented by REMSA pursuant to these laws as they pertain to eligibility, designation and operation as a Base Hospital within the organized Riverside County EMS system.
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- C. Hospital agrees to accept any and all patients who are under the immediate care of prehospital emergency medical care personnel.
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### **3. Obligations of COUNTY**

- A. REMSA shall be responsible for planning, implementing and evaluating the Riverside County EMS system including the designation and function of Base Hospitals in accordance with the California Health and Safety Code, Division 2.5, the California, the California Code of Regulations, Title 22 and applicable County of Riverside laws, ordinances and policies.
- B. REMSA shall develop and implement policies, protocols and procedures that establish requirements for the eligibility, designation, operation and evaluation of Base Hospitals within the organized Riverside County EMS system.

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

### **5. Implementation of Fee Schedule for Designation as Base Hospital**

REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated base hospitals within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equitable division of cost between designated base hospitals. Base hospitals will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

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COUNTY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff. Upon reasonable notice to HOSPITAL, 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.

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  2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  4. 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;
  5. Any failure to comply with a plan of correction imposed by COUNTY; and
  6. Repeated failure to submit specified reports, Specialty Care Information 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, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise

required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify EMS patients from all other patients.

#### **9. Hold Harmless/Indemnification**

HOSPITAL shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by HOSPITAL, HOSPITAL shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes HOSPITAL'S indemnification to Indemnitees as set forth herein.

HOSPITAL'S obligation hereunder shall be satisfied when HOSPITAL has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe HOSPITAL'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the HOSPITAL from indemnifying the Indemnitees to the fullest extent allowed by law.

#### **10. Insurance**

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. 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 of Riverside 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 of Riverside 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 long 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 such self-insured retentions exceed \$500,000 per occurrence each 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 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 retention's 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 Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

7. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **11. Conflicts of Interest**

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

#### **12. Compliance**

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

#### **13. Non-discrimination**

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

#### **14. Confidentiality**

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

#### **15. Mutual Cooperation**

It is agreed that mutual non-competition among the designated base hospitals, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS 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 patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

#### **16. Contract Administrators**

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

#### **17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

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

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Bruce Barton, EMD Director  
4210 Riverwalk Parkway, Suite 300

Riverside, CA 92505

**18. Governing Law**

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

**19. Assignment**

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

**20. No Third Party Beneficiaries**

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

**21. Entire Agreement**

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

**22. Severability**

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

**23. Waiver**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

*(signatures on next page)*

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

**HOSPITAL**

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

By Patrick Q. Brilliant  
Patrick Brilliant, CEO

Date 8/23/18

**COUNTY**

County of Riverside

By Bruce Barton  
Bruce Barton, Director  
Emergency Management Department

Date 10-11-18

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By Susanna Oh  
Susanna Oh, Deputy County Counsel