

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



ITEM
3.16
(ID # 10956)

MEETING DATE:

Tuesday, October 8, 2019

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and Approve the ST Elevation Myocardial Infarction (STEMI) Receiving Center Designation Agreements with Desert Regional Medical Center, Eisenhower Medical Center, John F. Kennedy Memorial Hospital, and Temecula Valley Hospital. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

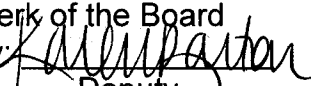
1. Ratify and approve the ST Elevation Myocardial Infarction (STEMI) Receiving Center Designation Agreements with Desert Regional Medical Center, Eisenhower Medical Center, John F. Kennedy Memorial Hospital, and Temecula Valley Hospital for the period July 1, 2019 through June 30, 2022, and authorize the Chairman of the Board to sign the Agreements on behalf of the County;
2. Authorize the Emergency Management Department Director to sign ST Elevation Myocardial Infarction (STEMI) Receiving Center Designation Agreements, as approved by County Counsel, with Loma Linda University Medical Center – Murrieta and Riverside Community Hospital, and amendments to the STEMI Center Designation Agreements, including modifications to the scope of services that stay within the intent of each Agreement, as approved by County Counsel; and
3. Approve the attached template agreement and authorize the Emergency Management Department Director to enter into agreements in substantially the same form as the template agreement and as approved by County Counsel, with newly designated hospitals.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel and Hewitt
Nays: None
Absent: Washington and Perez
Date: October 8, 2019
xc: EMD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ N/A	\$ N/A	\$ N/A	\$
NET COUNTY COST	\$ N/A	\$ N/A	\$ N/A	\$
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

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

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

Critical components of the guidelines are rapid recognition and treatment in the field followed by transport to a hospital capable of providing immediate advanced cardiac procedures within pre-established timelines. Following these guidelines, the EMS Agency has developed policies, protocols and procedures required to implement a STEMI care system in Riverside County. Central to that system is the designation of hospitals as STEMI Receiving Centers. STEMI Receiving Centers have met strict criteria for advanced cardiac treatment capability, medical oversight, cardiac focused education/training, continuous quality improvement and data reporting. All STEMI Receiving Centers in Riverside County are required by policy to maintain accreditation as a Chest Pain Center with Percutaneous Coronary Intervention (PCI), an immediate intervention used by trained cardiologists and cardiology teams to open blocked coronary arteries restoring blood flow to the heart. This accreditation is earned from the Society of Cardiovascular Patient Care (SCPC). The SCPC performs site visits and documentation reviews to ensure that hospitals with this accreditation have met the highest standards for the care of patients suffering from STEMI.


The current STEMI Receiving Centers designated in Riverside County are: Desert Regional Medical Center, Eisenhower Medical Center, JFK Memorial Hospital, Riverside Community Hospital, Loma Linda University Medical Center – Murrieta, and Temecula Valley Hospital. REMSA intends to continue to expand the STEMI care system in Riverside County by

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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designating other hospitals in the region as STEMI Receiving Centers upon acquiring the requisite accreditation.

Impact on Residents and Businesses

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



Gregory V. Priaplos, Director County Counsel 9/26/2019

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

HOSPITAL: [INSERT NAME]
AGREEMENT NUMBER: EM-YR-XXX
TERM OF AGREEMENT: July 1, 2019 – June 30, 2022

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 [INSERT NAME], hereinafter referred to as "HOSPITAL". The parties may be hereinafter referred to as "party" or "parties".

1. Background

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

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by the Riverside County Emergency Medical Services Agency (REMSA) with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy No. 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

3. Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL shall comply with the STEMI Receiving Center Standards (Policy No. 5401) as set forth in the current REMSA policy manual, available at www.REMSA.us.
- c. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with STEMI Receiving Center Standards on a continuous basis. Documentation of such efforts shall be made available to COUNTY upon request.

4. Obligations of the COUNTY

- a. COUNTY will provide or cause to be provided to HOSPITAL and/or the STEMI System Committee, pre-hospital system data related to STEMI care.
- b. COUNTY will monitor the effectiveness of the STEMI Care System through continuous quality improvement (CQI) strategies and performance measures, developed in collaboration with the STEMI Care System Committee.

5. Financial Responsibility

COUNTY shall not be liable whatsoever for any costs, including but not limited to any fees or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this Agreement. This shall include any fees, costs or expenses incurred by HOSPITAL for services provided to STEMI patients lacking the ability to pay for services.

6. Implementation of Fee Schedule for Designation as STEMI Center

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

7. Audits and Inspections

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

8. Term and Termination

The term of this Agreement is from July 1, 2019 through June 30, 2022, unless terminated earlier.

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to HOSPITAL. 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;
 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by COUNTY;
 8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required

prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

9. Maintenance of Records

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

10. Reports, Evaluations and Research Studies

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

11. 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, action, claim or damage 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. HOSPITAL shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

12. HOSPITAL's obligations set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement. **Insurance**

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

- a. Workers' Compensation: If HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- d. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as the law allows.
- e. General Insurance Provisions – All lines:
 - 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such

retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

13. Conflicts of Interest

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

14. Compliance

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

15. Nondiscrimination

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

16. Confidentiality

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. REMSA agrees that it is a "Health Oversight Agency" under HIPAA and,

therefore, a Business Associate Agreement is not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to the County, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital, other than the medical staff committee responsible for evaluating STEMI care. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

[INSERT NAME]
[INSERT ADDRESS]

To County:

Riverside County Emergency Medical Services Agency
Attn: EMS Administrator
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

20. 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.

21. Assignment

HOSPITAL shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of COUNTY. This provision shall

not be applicable to services agreements or contracts or similar arrangement usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

25. Waiver

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 Following Page}

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

HOSPITAL
[INSERT NAME]

COUNTY
County of Riverside

By _____
[INSERT NAME]
Chief Executive Officer

By _____
Kevin Jeffries, Chairman
Board of Supervisors

Date _____

Date _____

ATTEST: Kecia Harper, Clerk of the Board

By _____

Date: _____

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By _____
Susanna Oh
Deputy County Counsel

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

HOSPITAL: Temecula Valley Hospital, Inc.
AGREEMENT NUMBER: EM-19-107
TERM OF AGREEMENT: July 1, 2019 – June 30, 2022

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 Temecula Valley Hospital, Inc., a California Corporation, hereinafter referred to as "HOSPITAL". The parties may be hereinafter referred to as "party" or "parties".

1. Background

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

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by the Riverside County Emergency Medical Services Agency (REMSA) with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy No. 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

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3. Obligations of HOSPITAL as a STEMI Receiving Center

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- b. HOSPITAL shall comply with the STEMI Receiving Center Standards (Policy No. 5401) as set forth in the current REMSA policy manual, available at www.REMSA.us.
- c. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with STEMI Receiving Center Standards on a continuous basis. Documentation of such efforts shall be made available to COUNTY upon request.

4. Obligations of the COUNTY

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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. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by COUNTY;
 8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL

has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

9. Maintenance of Records

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

10. Reports, Evaluations and Research Studies

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

11. 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, action, claim or damage 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. HOSPITAL shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

12. HOSPITAL's obligations set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement. Insurance

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

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

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

13. Conflicts of Interest

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

14. Compliance

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

15. Nondiscrimination

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

sex/gender, sexual orientation, gender identity, veteran status, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

16. Confidentiality

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

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

Darlene Wetton, CEO
Temecula Valley Hospital
31700 Temecula Parkway
Temecula, CA 92592

To County:

Riverside County Emergency Medical Services Agency

Attn: EMS Administrator
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

20. 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.

21. Assignment

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

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

25. Waiver

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 Following Page}

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

HOSPITAL

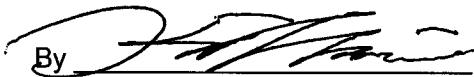
Temecula Valley Hospital, Inc.

By 
Darlene Wetton,
Chief Executive Officer

Date 6/10/19

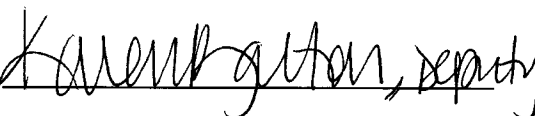
COUNTY

County of Riverside

By 
Kevin Jeffries, Chairman
Board of Supervisors

Date OCT 08 2019


ATTEST: Kecia Harper, Clerk of the Board

By , deputy

Date: OCT 08 2019

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By 
Susanna Oh
Deputy County Counsel

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

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

AGREEMENT NUMBER: EM-19-104

TERM OF AGREEMENT: July 1, 2019 – June 30, 2022

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, a California Corporation, hereinafter referred to as "HOSPITAL". The parties may be hereinafter referred to as "party" or "parties".

1. Background

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

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by the Riverside County Emergency Medical Services Agency (REMSA) with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy

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No. 5401. The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.

3. Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL shall comply with the STEMI Receiving Center Standards (Policy No. 5401) as set forth in the current REMSA policy manual, available at www.REMSA.us.
- c. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with STEMI Receiving Center Standards on a continuous basis. Documentation of such efforts shall be made available to COUNTY upon request.

4. Obligations of the COUNTY

- a. COUNTY will provide or cause to be provided to HOSPITAL and/or the STEMI System Committee, pre-hospital system data related to STEMI care.
- b. COUNTY will monitor the effectiveness of the STEMI Care System through continuous quality improvement (CQI) strategies and performance measures, developed in collaboration with the STEMI Care System Committee.

5. Financial Responsibility

COUNTY shall not be liable whatsoever for any costs, including but not limited to any fees or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this Agreement. This shall include any fees, costs or expenses incurred by HOSPITAL for services provided to STEMI patients lacking the ability to pay for services.

6. Implementation of Fee Schedule for Designation as STEMI Center

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

7. Audits and Inspections

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

COUNTY may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to COUNTY, upon COUNTY's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

8. Term and Termination

The term of this Agreement is from July 1, 2019 through June 30, 2022, unless terminated earlier.

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to HOSPITAL. 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;
 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by COUNTY;
 8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has

seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

9. Maintenance of Records

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

10. Reports, Evaluations and Research Studies

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

11. 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, action, claim or damage 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. HOSPITAL shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

12. HOSPITAL's obligations set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement. Insurance

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

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

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

13. Conflicts of Interest

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

14. Compliance

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

15. Nondiscrimination

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

sex/gender, sexual orientation, gender identity, veteran status, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

16. Confidentiality

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

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

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

To County:

Riverside County Emergency Medical Services Agency

Attn: EMS Administrator
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

20. 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.

21. Assignment

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

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

25. Waiver

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 Following Page}

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

HOSPITAL


JFK Memorial Hospital, Inc.,
Dba John F. Kennedy Memorial Hospital

By 
Gary L. Honts,
Chief Executive Officer

Date 7/22/19

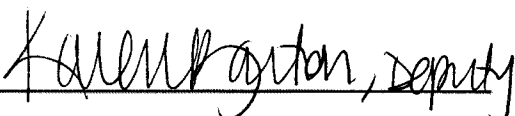
COUNTY

County of Riverside

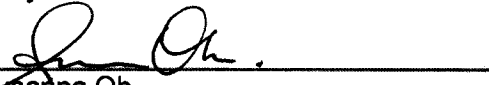
By 
Kevin Jeffries, Chairman
Board of Supervisors

Date OCT 08 2019

ATTEST: Kecia Harper, Clerk of the Board

By , deputy
Date: OCT 08 2019

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By 
Susanna Oh
Deputy County Counsel

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

HOSPITAL: Desert Regional Medical Center, Inc.
AGREEMENT NUMBER: EM-19-102
TERM OF AGREEMENT: July 1, 2019 – June 30, 2022

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., a California Corporation, hereinafter referred to as "HOSPITAL". The parties may be hereinafter referred to as "party" or "parties".

1. Background

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

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by the Riverside County Emergency Medical Services Agency (REMSA) with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy No. 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

OCT 08 2019 3.16

3. Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL shall comply with the STEMI Receiving Center Standards (Policy No. 5401) as set forth in the current REMSA policy manual, available at www.REMSA.us.
- c. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with STEMI Receiving Center Standards on a continuous basis. Documentation of such efforts shall be made available to COUNTY upon request.

4. Obligations of the COUNTY

- a. COUNTY will provide or cause to be provided to HOSPITAL and/or the STEMI System Committee, pre-hospital system data related to STEMI care.
- b. COUNTY will monitor the effectiveness of the STEMI Care System through continuous quality improvement (CQI) strategies and performance measures, developed in collaboration with the STEMI Care System Committee.

5. Financial Responsibility

COUNTY shall not be liable whatsoever for any costs, including but not limited to any fees or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this Agreement. This shall include any fees, costs or expenses incurred by HOSPITAL for services provided to STEMI patients lacking the ability to pay for services.

6. Implementation of Fee Schedule for Designation as STEMI Center

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

7. Audits and Inspections

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

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.

9. Maintenance of Records

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

10. Reports, Evaluations and Research Studies

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

11. 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, action, claim or damage 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. HOSPITAL shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

12. HOSPITAL's obligations set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement. Insurance

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

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

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

13. Conflicts of Interest

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

14. Compliance

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

15. Nondiscrimination

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

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

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

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

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

13. Conflicts of Interest

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

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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).

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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 shall HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion,

sex/gender, sexual orientation, gender identity, veteran status, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

16. Confidentiality

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

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

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

To County:

Riverside County Emergency Medical Services Agency

Attn: EMS Administrator
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

20. 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.

21. Assignment

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

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

25. Waiver

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 Following Page}

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

HOSPITAL
Desert Regional Medical Center, Inc.

COUNTY
County of Riverside

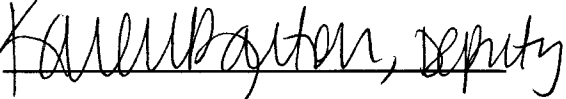
By 
Michele Finney,
Chief Executive Officer

By 
Kevin Jeffries, Chairman
Board of Supervisors


Date 6-24-19

Date OCT 08 2019

ATTEST: Kecia Harper, Clerk of the Board

By 
Date: OCT 08 2019

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By 
Susanna Oh
Deputy County Counsel

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

HOSPITAL: Eisenhower Medical Center, Inc.
AGREEMENT NUMBER: EM-19-103
TERM OF AGREEMENT: July 1, 2019 – June 30, 2022

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, Inc., a California Corporation, hereinafter referred to as "HOSPITAL". The parties may be hereinafter referred to as "party" or "parties".

1. Background

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

2. Definitions

- a. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Centers' medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.
- b. "STEMI Receiving Center" means a hospital designated by the Riverside County Emergency Medical Services Agency (REMSA) with cardiac capabilities (cardiac catheterization laboratory and/or cardiovascular surgery) designed to provide rapid intervention for STEMI patients.
- c. "STEMI Receiving Center Standards" means the policies applicable to STEMI Receiving Centers as published in the REMSA Policy Manual, including but not limited to Policy No. 5401. **The current version and future revised versions of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**

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3. Obligations of HOSPITAL as a STEMI Receiving Center

- a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (EMTALA) and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL shall comply with the STEMI Receiving Center Standards (Policy No. 5401) as set forth in the current REMSA policy manual, available at www.REMSA.us.
- c. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with STEMI Receiving Center Standards on a continuous basis. Documentation of such efforts shall be made available to COUNTY upon request.

4. Obligations of the COUNTY

- a. COUNTY will provide or cause to be provided to HOSPITAL and/or the STEMI System Committee, pre-hospital system data related to STEMI care.
- b. COUNTY will monitor the effectiveness of the STEMI Care System through continuous quality improvement (CQI) strategies and performance measures, developed in collaboration with the STEMI Care System Committee.

5. Financial Responsibility

COUNTY shall not be liable whatsoever for any costs, including but not limited to any fees or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this Agreement. This shall include any fees, costs or expenses incurred by HOSPITAL for services provided to STEMI patients lacking the ability to pay for services.

6. Implementation of Fee Schedule for Designation as STEMI Center

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

7. Audits and Inspections

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

available to COUNTY, upon COUNTY's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

8. Term and Termination

The term of this Agreement is from July 1, 2019 through June 30, 2022, unless terminated earlier.

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to HOSPITAL. 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;
 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
 3. Any failure to provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk or mortality and/or morbidity for the STEMI Patient;
 4. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know are incorrect in any material respect;
 5. Any failure by HOSPITAL to comply with the STEMI Receiving Center Standards;
 6. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 7. Any failure to comply with a plan of correction imposed by COUNTY;
 8. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, STEMI Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL

has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

9. Maintenance of Records

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

10. Reports, Evaluations and Research Studies

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

11. 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, action, claim or damage 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. HOSPITAL shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

12. HOSPITAL's obligations set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement. Insurance

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

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

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

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

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

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

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

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

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

13. Conflicts of Interest

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

14. Compliance

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

15. Nondiscrimination

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

sex/gender, sexual orientation, gender identity, veteran status, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

16. Confidentiality

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

17. Mutual Cooperation

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

18. Contract Administrators

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

19. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

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

To County:

Riverside County Emergency Medical Services Agency

Attn: EMS Administrator
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

20. 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.

21. Assignment

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

22. No Third Party Beneficiaries

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

23. Entire Agreement

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

24. Severability

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

25. Waiver

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 Following Page}

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

HOSPITAL
Eisenhower Medical Center

COUNTY
County of Riverside

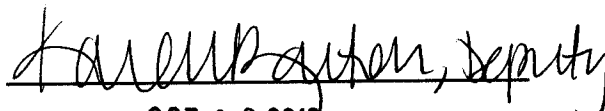
By 
Aubrey Seifling,
Chief Executive Officer

By 
Kevin Jeffries, Chairman
Board of Supervisors

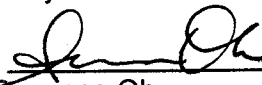
Date 7/08/19

Date OCT 08 2019

ATTEST: Kecia Harper, Clerk of the Board

By 
Date: OCT 08 2019

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By 
Susanna Oh
Deputy County Counsel