

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



ITEM: 3.8  
(ID # 12284)

**MEETING DATE:**

Tuesday, May 05, 2020

**FROM:** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Adult Trauma Center Designation Agreement Template and the Stroke Center Designation Agreement Template, and Authorize the Director of Emergency Management Department (EMD) to Execute Agreements with Hospitals in the County of Riverside for Emergency Medical Services Related Specialty Care Designations, All Districts. [\$0].

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

1. Approve the Adult Trauma Center Designation Agreement template and the Stroke Center Designation Agreement template, and authorize the Emergency Management Department (EMD) Director to sign, on behalf of the County, agreements with existing and newly qualified hospitals in the County of Riverside, in substantially the same form as the attached agreement templates and as approved by County Counsel, for the designation of their facilities as Specialty Care Centers for Trauma for the performance period of July 1, 2020 through June 30, 2025, and for Stroke for the performance period of July 1, 2020 through June 30, 2023.
2. Authorize the EMD Director to sign amendments to the aforementioned agreements that exercise the options of each agreement, including modifications of the statement of work that stay within the intent of the agreement, as approved by County Counsel.

*Ramon A. Leon*  
Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MGMT DEPT 4/17/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: May 5, 2020  
xc: EMD

Kecia R. Harper  
Clerk of the Board

By: *Kecia R. Harper*  
Deputy

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STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20-24/25

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

**BACKGROUND:**

**Summary**

The Riverside County Emergency Medical Services Agency (REMSA) has implemented a Specialty Care System in accordance with the California Health and Safety Code – Division 2.5; California Code of Regulations - Title 22; and the REMSA Policy Manual to ensure the best outcomes for patients in Riverside County. The Specialty Care System currently consists of hospitals with the following designations:

1. Stroke Center Designation, previously approved on May 23, 2017, item #3.28, currently requesting renewal of 3-year term 7/1/2020-6/30/2023:
  - a. Corona Regional Medical Center
  - b. Desert Regional Medical Center
  - c. Eisenhower Medical Center
  - d. Inland Valley Medical Center
  - e. John F. Kennedy Memorial Hospital
  - f. Kaiser Permanente Moreno Valley
  - g. Kaiser Permanente Riverside
  - h. Parkview Community Medical Center
  - i. Rancho Springs Medical Center
  - j. Riverside Community Hospital (Comprehensive)
  - k. RUHS – Medical Center
  - l. Temecula Valley Hospital
  
2. Trauma Center Designation, previously approved on March 21, 2017, item #3.10, currently requesting renewal of 5-year term 7/1/2020-6/30/2025:
  - a. Desert Regional Medical Center
  - b. Inland Valley Medical Center
  - c. Riverside Community Hospital
  - d. RUHS – Medical Center (Adult)
  - e. RUHS – Medical Center (Pediatric)

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3. ST Elevation Myocardial Infarction (STEMI) Center Designation was approved for the following hospitals per BOS agenda item 3.16 on October 8, 2019 for the term 7/1/2019-6/30/2022.
  - a. Desert Regional Medical Center
  - b. Eisenhower Medical Center
  - c. John F. Kennedy Memorial Hospital
  - d. Riverside Community Hospital
  - e. Temecula Valley Hospital
  - f. Loma Linda University Medical Center - Murrieta

When Hospitals have the prerequisite staff and equipment for designation as a specialty care center, they submit an application, receive a site visit by REMSA, and undergo a verification or accreditation process conducted by the national organizations that accredit hospitals for that particular specialty. REMSA monitors the specialty care systems and collects data to report to the state registries.


**Impact on Residents and Businesses**

Establishing these Agreements with Riverside County hospitals allows for higher level of care for specific conditions, which can be mitigated by first responders transporting patients to the designated specialty care center.

County Counsel has approved the templates as to form.

**Attachment:**

Template Agreement for Stroke Center Designation  
Template Agreement for Trauma Center Designation

  
\_\_\_\_\_  
Gregory F. Priamos, Director County Counsel 4/22/2020

**COUNTY OF RIVERSIDE  
STROKE CENTER DESIGNATION AGREEMENT**

**HOSPITAL:** Insert Name  
**AGREEMENT NUMBER:** EM-20-/xxx  
**TERM OF AGREEMENT:** July 1, 2020 – June 30, 2023

This Agreement is entered into by the County of Riverside, a political subdivision of the State of California, on behalf of its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and, insert name., a (California Corporation; LLC; etc.), 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 stroke medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a Stroke Care System whereby a medical facility capable of providing Stroke care applies and is designated as either a 1) Acute Stroke Ready Hospital (ASR); 2) Primary Stroke Center (PSC); 3) Thrombectomy-capable Stroke Center (TSC); or, 4) Comprehensive Stroke Center (CSC).

COUNTY has determined that HOSPITAL meets criteria for designation as a \_\_\_\_\_ Stroke Center, and HOSPITAL is willing to accept designation as a \_\_\_\_\_ Stroke Center. The parties shall fulfill their obligations as stated in this Agreement.

**2. Definitions**

For the purposes of this Agreement:

- A. "Acute Stroke Patient" means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by Riverside County EMS Agency, as may be amended from time to time, and been found to require Stroke Services.
- B. "CMS" means the Centers for Medicare and Medicaid Services.
- C. "Acute Stroke Ready Hospital (ASR)" means a hospital able to provide the minimum level of critical care services for stroke patients in the emergency department and paired with one or more hospitals with a higher level of stroke services.
- D. "Comprehensive Stroke Center (CSC)" means a hospital with specific abilities to receive, diagnose and treat all stroke cases and provide the highest level of care for stroke patients.

- E. "Primary Stroke Center (PSC)" means a hospital that treats acute stroke patients and identifies patients who may benefit from transfer to a higher level of care when clinically warranted.
- F. "REMSA" means the Riverside County Emergency Medical Services Agency.
- G. "Stroke Center Standards" means the standards applicable to stroke centers as published in the REMSA Policy Manual, including but not limited to Policy 5701. The current version (and future revised versions) of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.
- H. "Stroke Services" means the customary and appropriate hospital and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center standards.
- I. "Stroke System Advisory Committee" means the multi-disciplinary peer-review advisory committee which (1) is composed of representatives from Stroke Centers, Prehospital Receiving Centers, prehospital EMS personnel, and other interested members of the EMS community; (2) audits the stroke care system; (3) functions in an advisory capacity on other stroke system issues.
- J. "Thrombectomy-capable Stroke Center (TSC)" means a stroke center with the ability to perform mechanical thrombectomy for the ischemic stroke patient when clinically warranted.

### **3. Obligations of HOSPITAL**

- A. HOSPITAL shall provide Stroke Services to any Acute Stroke Patient that comes to the emergency department of HOSPITAL, regardless of the Acute Stroke 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 (42 U.S.C. §1395dd) and the regulations promulgated thereunder (EMTALA).
- B. HOSPITAL shall comply with Stroke Center Standards (Policy 5701) as set forth in the current REMSA policy manual, available at [www.REMSA.us](http://www.REMSA.us).
- C. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be made available to COUNTY upon request.

### **4. Obligations of COUNTY**

- A. COUNTY will provide, or cause to be provided to HOSPITAL and/or the Stroke System Advisory Committee, prehospital system data related to stroke care.
- B. COUNTY will monitor the effectiveness of the Stroke System through continuous quality improvement (CQI) strategies and performance measures, developed in collaboration with the Stroke System Advisory Committee.

### **5. Financial Responsibility**

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

## **6. Implementation of Fee Schedule for Designation of Specialty Centers**

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

## **7. Audits and Inspections**

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

## **8. Term and Termination**

- A. The term of this Agreement is from July 1, 2020 through June 30, 2023.
- B. Termination without Cause: COUNTY may terminate this Agreement without cause upon ninety (90) days written notice served upon HOSPITAL stating the extent and effective date of termination. HOSPITAL may terminate this Agreement without cause upon ninety (90) days written notice to COUNTY.
- C. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
  - 1. Any material breach of this Agreement by HOSPITAL, including failure to comply with the current Stroke Center Standards;
  - 2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  - 3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  - 4. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this

Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;

5. Any failure to comply with a plan of correction imposed by COUNTY; and
6. Repeated failure to submit specified reports, Stroke Information System data, or other information required under this Agreement.

D. 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, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify Stroke 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 Stroke Care System; and shall submit reports and materials on its Stroke services as reasonably requested by COUNTY. These reports, evaluations and studies shall be used by COUNTY to analyze and generate aggregate statistical reports on the Stroke 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 whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall

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

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

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

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

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

## **12. Insurance**

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

- A. **Workers' Compensation:** If the HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL's performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit



of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

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

showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.* In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *HOSPITAL shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.*

4. It is understood and agreed to by the parties hereto that HOSPITAL's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.
6. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
8. 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 Stroke patients to a facility other than the closest Stroke 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. Non-discrimination**

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

#### **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 stroke 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 Stroke Centers, as well as their associated helicopter services, is vital to providing optimal medical care under the Stroke 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 stroke 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 days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

Insert Address

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Trevor Douville, 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 service agreements or contracts or similar arrangement usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

**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 with respect to the subject matter of this Agreement 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.

**26. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic copy of the signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

*(Signatures on following page)*

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

**HOSPITAL**  
Insert Name

**COUNTY**  
County of Riverside

By \_\_\_\_\_  
Insert Name, CEO

By \_\_\_\_\_  
Bruce Barton, Director  
Emergency Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By \_\_\_\_\_  
Susanna Oh  
Deputy County Counsel

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

**HOSPITAL:** Insert Name

**AGREEMENT NUMBER:** EM-20-XXX

**TERM OF AGREEMENT:** July 1, 2020 – June 30, 2025

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

**1. Background**

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

**2. Definitions**

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

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

- e. Trauma Center Medical and Physician Services: Services which are customary, appropriate and necessary during the full period of acute in-hospital care. These services include medical diagnosis, treatment and care to be provided to each Critical Trauma Patient (CTP). They include, but are not limited to, personnel, equipment, and facilities as described in the Riverside County Trauma System Plan.
- f. Trauma Center Standards: Standards applicable to trauma centers as published in the REMSA Policy Manual, including but not limited to Policy 5304. **The current version (and future revised versions) of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**
- g. Trauma Triage Criteria: A method of assessing the severity of patient injuries to determine if a patient can be identified as a critical trauma patient (CTP).

### 3. DESCRIPTION OF OBLIGATIONS

#### 3.1 Obligations of HOSPITAL as a Trauma Center

- a. HOSPITAL shall comply with applicable federal, state, county and local rules and regulations, ordinances, policies and procedures current and hereinafter enacted, including facility and professional licensing and/or certification laws and regulations, policies and procedures; and maintain in effect any and all licenses, permits, notices and certificates as are required. This shall include but not be limited to Chapter 6, Article 2.5 of the California Health and Safety Code (commencing with Section 1798.160 et seq) and the regulations promulgated as Title 22, CCR, Division 9, Chapter 7 and California Evidence Code, Section 1157.7.
- b. HOSPITAL shall comply with Trauma Center Standards (Policy 5304) as set forth in the current REMSA policy manual, available at <http://www.remsa.us/policy/>.
- c. To permit announced and unannounced site surveys of its facilities by REMSA representatives and allow reasonable access to any and all documentation on any trauma patient or on the trauma system as a whole for the purposes of monitoring contract compliance, quality of care and adherence to performance standards.
- d. HOSPITAL agrees to cooperate with REMSA in investigating complaints and concerns regarding patient care issues.
- e. HOSPITAL agrees to maintain ACS Trauma Center Verification during the term of this Agreement. REMSA will perform trauma center audits in coordination with ACS site verification.

#### 3.2 Obligations of COUNTY

- a. To define HOSPITAL's catchment area.
- b. To develop, implement, and monitor trauma care system policies and guidelines.



- c. To develop, implement, and monitor compliance of prehospital procedures including injury severity assessments and the determination of patient destinations.
- d. To perform periodic announced or unannounced site visits, for the purpose of monitoring contract performance and compliance or other specific requirements as mutually agreed upon by HOSPITAL and REMSA.
- e. To maintain Trauma Registry for the purposes of data collection, compliance, monitoring and evaluation of the trauma care system (CCR, Title 22, Chapter 7, section 100257).
- f. REMSA makes no guarantees and cannot assure any number of trauma patients delivered to HOSPITAL during the term of this Agreement.

#### **4. Financial Responsibility**

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

#### **5. Implementation of Fee Schedule for Designation of Trauma Centers**

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

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

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

#### **7. Term and Termination**

- a. Term: The term of this agreement is July 1, 2020 through June 30, 2025.
- b. Termination without Cause: COUNTY may terminate this Agreement without cause upon 30 days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon 90 days written notice to COUNTY.
- c. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

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

## **8. Maintenance of Records**

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

## **9. 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 Trauma Care System; and shall submit reports and materials on its Trauma services as reasonably requested by COUNTY. These reports, evaluations and studies shall be used by COUNTY to analyze and generate aggregate statistical reports on the Trauma Care System performance. COUNTY will not publish specific identifiable trauma center information without acknowledgment and consent from HOSPITAL.

## **10. 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 ("COUNTY Indemnitees") from any liability whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of HOSPITAL, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. HOSPITAL shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

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

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

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

## **11. Insurance**

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

Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

3) HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance.* 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.*

4) 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.

5) 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.

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

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

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

## **12. Conflicts of Interest**

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

## **13. 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).

## **14. Nondiscrimination**

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

## **15. Confidentiality**

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

constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

**16. Mutual Cooperation**

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

**17. Contract Administrators**

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

**18. Notices**

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

To HOSPITAL:

Insert Address

To COUNTY:

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

**19. Governing Law**

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

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. Waiver**

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

**25. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic copy of the signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

(Signatures on the next page)



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

**HOSPITAL**

Insert Name

**COUNTY**

County of Riverside

By \_\_\_\_\_  
Name, CEO

By \_\_\_\_\_  
Bruce Barton, Director  
Emergency Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

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

By: \_\_\_\_\_  
Susanna Oh, Deputy County Counsel

Date: \_\_\_\_\_