

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



ITEM: 3.32
(ID # 22207)

MEETING DATE:
Tuesday, June 27, 2023


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve 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 Stroke Center Designation Agreement templates 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 Stroke for the performance period of July 1, 2023 through June 30, 2028.
2. Authorize the EMD Director to sign amendments to the 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.
3. Authorize the EMD Director to sign amendments to the agreements that extend the term for a period of up to 5 years, as approved by County Counsel.

ACTION:


Bruce Barton, EMD Director 6/8/2023

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 Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: EMD

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	23/24 -27/28

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 5, 2020, item #3.8, currently requesting renewal of 5-year term 7/1/2023 -6/30/2028:
 - 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, for the period of performance of 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)

3. ST Elevation Myocardial Infarction (STEMI) Center Designation was approved on May 24, 2022, item #3.8, for the period of performance of July 1, 2022 through June 30, 2027 :

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- 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 apply, 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.

ATTACHMENTS:

- 1. Template Agreement for Primary Stroke Center Designation
- 2. Template Agreement for Comprehensive Stroke Center Designation


Rebecca S Cortez, Principal Management Analyst

6/16/2023


Kelly Moran, Deputy County Counsel

6/8/2023

**COUNTY OF RIVERSIDE
PRIMARY STROKE CENTER
DESIGNATION Agreement**

HOSPITAL: (HOSPITAL)
AGREEMENT NUMBER: EM – 23 - 103
TERM OF AGREEMENT: July 1, 2023 – June 30, 2028

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 and its Riverside County Emergency Medical Services Agency ("REMSA"), hereinafter referred to as "COUNTY"; and (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 ensure 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 **Primary Stroke Center**, and HOSPITAL is willing to accept designation as a **Primary 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 found to require Stroke Services.
- b. "CMS" means the Centers for Medicare and Medicaid Services.
- c. "Acute Stroke Ready Hospital" or "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. "Primary Stroke Center" or "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.

- e. "Thrombectomy-capable Stroke Center" or "TSC" means a stroke center with the ability to perform mechanical thrombectomy for the ischemic stroke patient when clinically warranted.
- f. "Comprehensive Stroke Center" or "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.
- g. "REMSA" means the Riverside County Emergency Medical Services Agency.
- h. "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/>.
- i. "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.
- j. "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.

3. Obligations of HOSPITAL as a Primary Stroke Center

- 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 ("EMTALA") and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL shall comply with all stroke-related administrative policies (Policy No. 5701, 5702, 6301) 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 Stroke 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 Stroke System Advisory Committee, pre-hospital 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 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 Stroke Patient's lacking the ability to pay for services.

6. Implementation of Fee Schedule for Designation of Specialty Centers

COUNTY reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated Stroke 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 Stroke Centers. REMSA will give reasonable written notice to Stroke 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 Stroke 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, 2023, through June 30, 2028, unless terminated earlier.

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon ninety (90) 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 Stroke Patients, causing unnecessary risk or mortality and/or morbidity for the Stroke 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 Stroke 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 that cause or contribute to HOSPITAL's diversion of ambulances transporting Stroke Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, stroke 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 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 REMSA. 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, action, claim or damage whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives resulting from the negligent acts, errors, omissions, or willful misconduct of HOSPITAL while performing its duties under 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 its sole cost, have the right to use counsel of its 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.

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

12. Insurance

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

- 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. Policy shall name the COUNTY as Additional Insureds.
- 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. To the extent coverage provided by a commercial insurance policy, policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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. Policy shall name the COUNTY as Additional Insureds.

- 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 do 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 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 EMTALA.

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, marital status, or any other category protected under state or federal law.

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 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.

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:

(Name), CEO
Attn: (Name)
(Hospital)
(Address)
(City, State, Zip)

To County:

Riverside County Emergency Medical Services Agency
Attn: EMS Administrator
450 East Alessandro Blvd.
Riverside, CA 92508

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.

26. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

HOSPITAL
(HOSPITAL)

COUNTY
County of Riverside

By _____
(Name),
CEO

By _____
Bruce Barton, Director
Emergency Management Department

Date _____

Date _____

APPROVED AS TO FORM:
Minh C. Tran,
County Counsel

By _____
Melissa R. Cushman
Deputy County Counsel

**COUNTY OF RIVERSIDE
COMPREHENSIVE STROKE CENTER
DESIGNATION AGREEMENT**

HOSPITAL: (HOSPITAL)
AGREEMENT NUMBER: EM – 23 - 103
TERM OF AGREEMENT: July 1, 2023 – June 30, 2028

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1. Background

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

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- f. "Comprehensive Stroke Center" or "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.
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- i. "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.
- j. "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.

3. Obligations of HOSPITAL as a Comprehensive Stroke Center

- 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 ("EMTALA") and the regulations promulgated thereunder (42 U.S.C. §1395dd).
- b. HOSPITAL shall comply with all stroke-related administrative policies (Policy No. 5701, 5702, 6301) 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 Stroke 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 Stroke System Advisory Committee, pre-hospital 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 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 Stroke Patient's lacking the ability to pay for services.

6. Implementation of Fee Schedule for Designation of Specialty Centers

COUNTY reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated Stroke 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 Stroke Centers. REMSA will give reasonable written notice to Stroke 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 Stroke 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, 2023, through June 30, 2028, unless terminated earlier.

- a. Termination without Cause: COUNTY may terminate this Agreement without cause upon ninety (90) 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 Stroke Patients, causing unnecessary risk or mortality and/or morbidity for the Stroke 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 Stroke 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 that cause or contribute to HOSPITAL's diversion of ambulances transporting Stroke Patients intended for HOSPITAL; and
 9. Repeated failure to submit specified reports, stroke 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 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 REMSA. 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, action, claim or damage whatsoever, based or asserted upon any services of HOSPITAL, its officers, employees, subcontractors, agents or representatives resulting from the negligent acts, errors, omissions, or willful misconduct of HOSPITAL while performing its duties under 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 its sole cost, have the right to use counsel of its 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.

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

12. Insurance

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

- 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. Policy shall name the COUNTY as Additional Insureds.
- 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. To the extent coverage provided by a commercial insurance policy, policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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. Policy shall name the COUNTY as Additional Insureds.

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 do 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 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 EMTALA.

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, marital status, or any other category similarly protected under state or federal law.

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 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.

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:

(Name), CEO
Attn: (Name)
(Hospital Name)
(Hospital Address)
(Hospital City, State & Zip)

To County:

Riverside County Emergency Medical Services Agency
Attn: EMS Administrator
450 East Alessandro Blvd.
Riverside, CA 92508

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.

26. Counterparts

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

HOSPITAL
(HOSPITAL)

COUNTY
County of Riverside

By _____
(Name),
CEO

By _____
Bruce Barton, Director
Emergency Management Department

Date _____

Date _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By _____
Melissa R. Cushman
Deputy County Counsel