

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



**ITEM: 3.10  
(ID # 28039)**

**MEETING DATE:**  
Tuesday, June 24, 2025


**FROM :** EMERGENCY MANAGEMENT DEPARTMENT

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the Adult Trauma Center Designation Agreement Templates for continued designation for the period of July 1, 2025, through June 30, 2030. All Districts. [Total Cost \$0]

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

1. Approve the Adult Trauma Center Designation Agreement templates for continued designation of Adult Trauma Centers for the performance period of or within the period of July 1, 2025, through June 30, 2030; and
2. 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-as-to-form by County Counsel, for the designation of their facilities as an Adult Trauma Center for the performance period of or within July 1, 2025 through June 30, 2030; and
3. 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-as-to-form by County Counsel.

**ACTION:**


  
Bruce Barton, EMD Director 6/11/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 24, 2025  
xc: EMD

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 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>	25/26-29/30

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

**BACKGROUND:**

**Summary**

The extension for a five-year term of the agreements with the Adult Trauma Centers in Riverside County will allow for the continued provision of immediate medical direction of paramedics in Riverside County's Emergency Medical Services (EMS) System. A Trauma Center is one of a limited number of hospitals which, upon designation by the Riverside County Emergency Medical Services Agency (REMSA) and upon completion of a written contractual agreement, is responsible for providing specialized care for trauma patients who have sustained serious injuries. They are equipped to handle a wide range of critical and life-threatening trauma cases.

The five hospitals currently designated as Adult Trauma Centers are listed below. In addition to the five hospitals represented by these agreements, Riverside University Health System Medical Center also serves as an Adult Trauma Center. A Memorandum of Understanding with Riverside University Health System Medical Center for Adult Trauma Center services will be signed by the Director of Emergency Management. The templates have been reviewed and approved-as-to-form by County Counsel, as each individual agreement will be prior to execution by the EMD Director.

Trauma Center Designation, previously approved on May 05, 2020, item #3.8, currently requesting renewal of 5-year term 7/1/2025-6/30/2030:

- a. Desert Regional Medical Center
- b. Eisenhower Medical Center
- c. Inland Valley Medical Center
- d. John F. Kennedy Memorial Hospital
- e. Riverside Community Hospital
- f. Riverside University Health System Medical Center (MOU)

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 process conducted by the national organization that verifies hospitals for that particular specialty. REMSA monitors the specialty care systems and collects data to report to the state registries.

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**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

REMSA is developing a fee schedule in alignment with established County of Riverside policy. The methodology will include an equal division of costs among designated Trauma Centers, and an annual fee for designation as a Trauma Center will be required to cover the cost to REMSA to monitor the agreements.

*Rebecca S Cortez*

Rebecca S Cortez, Principal Management Analyst

6/16/2025

*Gregg Gu*

Gregg Gu, Chief of Deputy County Counsel

6/12/2025

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

**HOSPITAL:** **Insert Hospital Name**  
**AGREEMENT NUMBER:** **EMARC-20XX-06/30**  
**TERM OF AGREEMENT:** **July 1, 2025 – June 30, 2030**

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 **Insert Hospital Name, a California corporation**, hereinafter referred to as "HOSPITAL." The parties may be hereinafter referred to as "party" or "parties."

**1. Background**

Pursuant to the California Code of Regulations (CCR), Title 22, Division 9, Trauma Care Systems and the Health and Safety Code Division 2.5, Chapter 6, Article 2.5, Regional Trauma Systems, COUNTY desires to ensure 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 IV Trauma Center, and HOSPITAL is willing to accept designation as a Level IV Trauma Center. The parties shall fulfill their obligations as stated in this Agreement.

**2. Definitions**

For the purposes of this Agreement:

- 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. Contract Administrators: The Agreement Administrators shall be the Emergency Medical Services ("EMS") Administrator or his/her designee and the HOSPITAL's Chief Executive Officer or his/her designee.
- c. REMSA: California's Emergency Medical Service System and the Prehospital Emergency Medical Care Personnel Act authorizes each county to develop an EMS program and to designate a Local Emergency Medical Services Agency (LEMSA) that oversees the delivery of EMS within that geographic area. LEMSAs are responsible for planning, implementing, and managing local trauma care systems, including assessing needs, developing the system design, designating trauma care centers, collecting trauma care data, and providing quality assurance. Riverside County has designated REMSA to be its LEMSAs.
- d. 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.

- e. 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.
- f. 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.
- g. 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: <https://rivcoready.org/remsa>.**
- h. Trauma Triage Criteria: A method of assessing the severity of patient injuries to determine if a patient can be identified as a CTP.

### 3. 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 (Section 1798.160 et seq.) and the regulations promulgated as Title 22, CCR, Division 9 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 <https://rivcoready.org/remsa>.
- 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 must remain in compliance with the Level IV standards identified by REMSA and any local, state or federal regulations and verification from the American College of Surgeons throughout the term of this Agreement.

### 4. Obligations of the 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, Division 9).
- f. REMSA makes no guarantees and cannot assure any number of trauma patients delivered to HOSPITAL during the term of this Agreement.

## **5. Financial Responsibility**

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

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

Per CCR, Title 22, and Health and Safety Code, Division 2.5, Article 2.5, section 1798.164, COUNTY reserves the right to implement fees based upon actual costs incurred by REMSA in fulfilling its statutory responsibilities related to the oversight of designated Trauma Centers within its jurisdiction. REMSA is working on a fee schedule for cost recovery. It 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 or verbal notice by COUNTY 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 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.

## **8. Term and Termination**

The term of this Agreement is July 1, 2025, through June 30, 2030, 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 Trauma Patients, causing unnecessary risk or mortality and/or morbidity for the Trauma 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 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 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 Trauma Patients intended for HOSPITAL; and
  9. Repeated failure to submit specified reports, Trauma Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days' written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

## 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 trauma 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 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.

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

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

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's 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 retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust

the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

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

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

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

### **13. Conflicts of Interest**

Neither HOSPITAL nor 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 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 (Pub. L. No. 104-191), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

### **15. Nondiscrimination**

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code section 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, 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 Trauma care. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

### **17. Mutual Cooperation**

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

### **18. Contract Administrators**

The REMSA 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:

Insert Hospital Name  
Attn: Name, CEO  
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 shall be an original, but all of which together shall 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”) 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.

***(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 Hospital Name

**COUNTY**  
County of Riverside

By \_\_\_\_\_  
(Name),  
CEO

By \_\_\_\_\_  
(Name), Director  
Emergency Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

Minh C. Tran,  
County Counsel

By \_\_\_\_\_  
Melissa R. Cushman  
Supervising Deputy County Counsel

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

**HOSPITAL:** **Insert Hospital Name**  
**AGREEMENT NUMBER:** **EMARC-20XX-06/30**  
**TERM OF AGREEMENT:** **July 1, 2025 – June 30, 2030**

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 **Insert Hospital Name, a California corporation**, hereinafter referred to as "HOSPITAL." The parties may be hereinafter referred to as "party" or "parties."

**1. Background**

Pursuant to the California Code of Regulations (CCR), Title 22, Division 9, Trauma Care Systems and the Health and Safety Code Division 2.5, Chapter 6, Article 2.5, Regional Trauma Systems, COUNTY desires to ensure 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**

For the purposes of this Agreement:

- 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. Contract Administrators: The Agreement Administrators shall be the Emergency Medical Services ("EMS") Administrator or his/her designee and the HOSPITAL's Chief Executive Officer or his/her designee.
- c. REMSA: California's Emergency Medical Service System and the Prehospital Emergency Medical Care Personnel 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.
- d. 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.

- e. 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.
- f. 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.
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- h. Trauma Triage Criteria: A method of assessing the severity of patient injuries to determine if a patient can be identified as a CTP.

### **3. 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 (Section 1798.160 et seq.) and the regulations promulgated as Title 22, CCR, Division 9 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 <https://rivcoready.org/remsa>.
- 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 Level II Trauma Center verification throughout the term of this Agreement. REMSA will perform trauma center audits in coordination with ACS site verification.

### **4. Obligations of the 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, Division 9).
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## **5. Financial Responsibility**

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

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

Per CCR, Title 22, and Health and Safety Code, Division 2.5, Article 2.5, section 1798.164, COUNTY reserves the right to implement fees based upon actual costs incurred by REMSA in fulfilling its statutory responsibilities related to the oversight of designated Trauma Centers within its jurisdiction. REMSA is working on a fee schedule for cost recovery. It 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 or verbal notice by COUNTY 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 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.

## **8. Term and Termination**

The term of this Agreement is July 1, 2025, through June 30, 2030, 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 Trauma Patients, causing unnecessary risk or mortality and/or morbidity for the Trauma 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 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 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 Trauma Patients intended for HOSPITAL; and
  9. Repeated failure to submit specified reports, Trauma Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days' written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

## 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 trauma 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 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.

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

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

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's 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 retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust

the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

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

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

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

### **13. Conflicts of Interest**

Neither HOSPITAL nor 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 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 (Pub. L. No. 104-191), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

### **15. Nondiscrimination**

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code section 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, 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 Trauma care. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

### **17. Mutual Cooperation**

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

### **18. Contract Administrators**

The REMSA 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:

Insert Hospital Name  
Attn: Name, CEO  
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 shall be an original, but all of which together shall 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") 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 Trauma Center under the terms of this Agreement:

**HOSPITAL**  
Insert Hospital Name

**COUNTY**  
County of Riverside

By \_\_\_\_\_  
(Name),  
CEO

By \_\_\_\_\_  
(Name), Director  
Emergency Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

Minh C. Tran,  
County Counsel

By \_\_\_\_\_  
Melissa R. Cushman  
Supervising Deputy County Counsel

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

**HOSPITAL:** **Insert Hospital Name**  
**AGREEMENT NUMBER:** **EMARC-20XX-06/30**  
**TERM OF AGREEMENT:** **July 1, 2025 – June 30, 2030**

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**1. Background**

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trauma or trauma center and the trauma system as required by regulations and REMSA policy.

- e. 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.
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- b. HOSPITAL shall comply with Trauma Center Standards (Policy 5304) as set forth in the current REMSA policy manual, available at <https://rivcoready.org/remsa>.
- 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.
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### 4. Obligations of the COUNTY

- a. To define HOSPITAL’s catchment area.

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## **8. Term and Termination**

The term of this Agreement is July 1, 2025, through June 30, 2030, 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 Trauma Patients, causing unnecessary risk or mortality and/or morbidity for the Trauma 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 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 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 Trauma Patients intended for HOSPITAL; and
  9. Repeated failure to submit specified reports, Trauma Care System data, or other information required under this Agreement.
- c. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days' written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

## 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 trauma 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 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.

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

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

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's 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 retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust

the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.

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

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

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

### **13. Conflicts of Interest**

Neither HOSPITAL nor 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 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 (Pub. L. No. 104-191), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

### **15. Nondiscrimination**

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code section 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, 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 Trauma care. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

### **17. Mutual Cooperation**

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

### **18. Contract Administrators**

The REMSA 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:

Insert Hospital Name  
Attn: Name, CEO  
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 shall be an original, but all of which together shall 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”) 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.

***(Signatures on the next page)***

HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a Level 1 Trauma Center under the terms of this Agreement:

**HOSPITAL**  
Insert Hospital Name

**COUNTY**  
County of Riverside

By \_\_\_\_\_  
(Name),  
CEO

By \_\_\_\_\_  
(Name), Director  
Emergency Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

Minh C. Tran,  
County Counsel

By \_\_\_\_\_  
Melissa R. Cushman  
Supervising Deputy County Counsel