



**WHEREAS**, the Regulations require that a hospital designated as a Comprehensive Pediatric Receiving Center meet all criteria of an Advanced Pediatric Receiving Center in addition to the requirements specific to Comprehensive designation;

**WHEREAS**, HOSPITAL has represented that it meets the requirements set forth in the Regulations;

**WHEREAS**, ICEMA has determined, based upon documentation and review, that HOSPITAL satisfies the regulatory requirements for designation as a Comprehensive Pediatric Receiving Center;

**WHEREAS**, HOSPITAL desires and agrees to accept designation by ICEMA as a Comprehensive Pediatric Receiving Center pursuant to the above-referenced Regulations;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, ICEMA hereby designates HOSPITAL as a Comprehensive Pediatric Receiving Center pursuant to the Regulations, as amended and in effect, and the Parties agree to the following terms and conditions:

## **A. DEFINITIONS**

- A.1** Advanced Pediatric Receiving Center: A licensed general acute care hospital designated by ICEMA that meets all requirements set forth in Division 9 of Title 22 of the California Code of Regulations, as amended and in effect. An Advanced Pediatric Receiving Center is authorized to receive, evaluate, stabilize, and manage pediatric patients in accordance with the staffing, specialty availability, equipment, licensure, and transfer requirements established by Title 22 of the California Code of Regulations.
- A.2** Comprehensive Pediatric Receiving Center: A licensed general acute care hospital designated by ICEMA that meets all requirements set forth in Division 9 of Title 22 of the California Code of Regulations, as amended and in effect, and, as required by that section, also meets all criteria in the Regulations. Comprehensive Pediatric Receiving Center provides the highest level of pediatric receiving capability within the Pediatric Critical Care System, including required inpatient resources, specialty availability, emergency department capabilities, outreach responsibilities, and transfer agreements as prescribed by state regulation.
- A.3** Continuous Quality Improvement (CQI) Program: A multi-disciplinary pediatric-focused peer-review committee comprised of representatives from Pediatric Receiving Centers, EMS for Children (EMSC) stakeholders, and other pediatric emergency care professionals designated by ICEMA. The committee evaluates the Pediatric Critical Care System; promotes compliance with national EMSC performance measures; recommends system and clinical improvements; and functions in an advisory capacity on pediatric emergency care issues. Committee membership may include, but is not limited to: Pediatric Receiving Center medical directors, program managers, pediatric emergency physicians, pediatric subspecialists, emergency medicine providers with pediatric experience, prehospital training officers, and representatives from ground and air EMS agencies.
- A.4** EMTALA: The Emergency Medical Treatment and Active Labor Act, 42 United States Code Section 1395dd, and its implementing regulations, as amended.
- A.5** HIPPA: The Health Insurance Portability and Accountability Act of 1996, including its implementing regulations, as amended.
- A.6** Pediatric Critical Care System: An ICEMA-approved, integrated prehospital and hospital system designed to ensure that pediatric patients with time-sensitive or critical conditions are transported to facilities that meet pediatric readiness standards, provide appropriate pediatric expertise, and maintain the resources required to deliver high-quality pediatric emergency care pursuant to Division 9 of Title 22 of the California Code of Regulations, as amended and in effect.

- A.7** Pediatric Patient: An infant, child, or adolescent who presents for emergency medical evaluation or treatment and is managed in accordance with ICEMA policies, field triage guidelines, and applicable clinical standards. This definition does not alter or limit obligations imposed under EMTALA or applicable state law.
- A.8** Pediatric Receiving Center: A licensed general acute care hospital designated by ICEMA pursuant to Division 9 of Title 22 of the California Code of Regulations, as amended and in effect and meeting the requirements applicable to its designated level.
- A.9** Pediatric Receiving Center Services: The routine and specialized hospital-based services provided to Pediatric Patients at a Pediatric Receiving Center. These services must meet pediatric readiness expectations in accordance with the requirements of Division 9 of Title 22 of the California Code of Regulations, as amended and in effect, and the terms of this Agreement .
- A.10** Pediatric Receiving Center Standards: The requirements established under Division 9 of Title 22 of the California Code of Regulations, as amended and in effect, and any additional requirements lawfully established by the ICEMA Medical Director pursuant state law. Any ICEMA policies or procedures adopted to implement these regulations shall not establish standards lower than those required by state law.

**B. TERM OF CONTRACT**

This CONTRACT shall commence on July 1, 2026 provided it has been executed by both Parties prior to said date, and will continue in effect for five (5) years (through June 30, 2031). Notwithstanding the foregoing, either Party may terminate this CONTRACT at any time, with or without cause, upon ninety (90) days' written notice to the other Party.

In the event that HOSPITAL is temporarily unable to meet the terms of this CONTRACT, HOSPITAL's Administrator, or designee, shall promptly notify ICEMA. In the event that ICEMA is unable to meet the terms of this CONTRACT, ICEMA's EMS Administrator shall promptly notify HOSPITAL.

**C. HOSPITAL RESPONSIBILITIES**

HOSPITAL shall:

- C.1** Comply with all applicable federal, state, and local laws and regulations governing pediatric emergency and receiving services, including but not limited to Division 9 of Title 22 of the California Code of Regulations, as amended and in effect, and the terms of this CONTRACT.
- C.2** Provide Pediatric Receiving Center services to Pediatric Patients who arrive by EMS transport or walk-ins to the emergency department of HOSPITAL, regardless of the ability to pay physician fees and/or HOSPITAL costs. For the purpose of this CONTRACT, the phrase "comes to the emergency department" shall have the same meaning as set forth in EMTALA and the regulations promulgated there under. HOSPITAL acknowledges that ICEMA makes no representation, and does not guarantee that Pediatric Patients will be delivered or diverted to HOSPITAL for care and cannot assure that a minimum number of Pediatric Patients will be delivered to HOSPITAL during the term of this CONTRACT.
- C.3** Ensure any transfer of a Pediatric Patient by HOSPITAL must be in accordance with EMTALA, Continuation of Care and other ICEMA approved policies.
- C.4** Comply with Division 9 of Title 22 of the California Code of Regulations, as amended and in effect, for requirements regarding the Comprehensive Pediatric Receiving Center standards as described in Exhibit A, which is attached and incorporated into this CONTRACT and any subsequent amendments. Any subsequent amendments to the regulations will be reviewed by the Pediatric Advisory Committee (PAC) which serves as the CQI Committee.

- C.5** Monitor compliance with Pediatric Receiving Center standards on a regular and ongoing basis. Documentation of such efforts shall be available to ICEMA upon request.
- C.6** Maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances.
- C.7** Provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this CONTRACT.
- C.8** Notify ICEMA, in writing, within three (3) business days of having identified any failure to meet Pediatric Receiving Center standards, and take corrective action within a reasonable period of time to correct the failure.
- C.9** Notify ICEMA of any circumstances that will prevent HOSPITAL from providing Pediatric Comprehensive Receiving Center services.
- C.10** Comply with any ICEMA plan of correction, regarding any identified failure to meet Pediatric Comprehensive Receiving Center standards, within reasonable timeframes established by ICEMA.
- C.11** Maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of Pediatric patients.
- C.12** Participate as a member of the CQI Program, and such other related committees that may, from time to time, be named and organized by ICEMA.
- C.13** Develop, implement, and submit to ICEMA a Pediatric Quality Improvement Plan
- C.14** Enter monthly data directly into the ICEMA approved registry on a quarterly basis due one week after the quarter as requested by ICEMA. HOSPITAL shall, at a minimum, collect and maintain the data specified in the Pediatric Receiving Center standards unless additional data points are adopted by the CQI Program. HOSPITAL acknowledges and agrees that ICEMA is a regulatory agency and the disclosure of patient records by the HOSPITAL to ICEMA is in compliance with HIPAA, necessary to enable ICEMA to carry out its regulatory function, and a condition of the HOSPITAL's Pediatric Comprehensive Receiving Hospital designation.
- C.15** HOSPITAL shall attend a minimum of two (2) hours of ICEMA Pediatric registry training annually.
- C.16** HOSPITAL shall conduct and maintain The Joint Commission (TJC) accreditation every two (2) years.
- C.17** HOSPITAL acknowledges and agrees to ICEMA staff participation in the accreditation survey.
- C.18** HOSPITAL shall submit the final accreditation report to ICEMA.
- C.19** Participate in the ICEMA verification survey process.
- C.20** Maintain ICEMA verification consistent with the level of ICEMA designation as determined by Division 9 of Title 22 of the California Code of Regulations, as amended and in effect.
- C.21** Conduct an ICEMA re-verification survey every three (3) years. Failure to comply with the ICEMA re-verification survey requirement will result in a penalty fee of \$75,000 and audit approved by ICEMA.

- C.22** Acknowledge that ICEMA may conduct periodic as-needed reviews, including an audit of books, documentation, and site visits, to verify ongoing compliance. ICEMA may conduct a formal re-verification review at least once every three (3) years, or more frequently if warranted by regulatory concerns or identified deficiencies as determined by ICEMA.
- C.23** Understand that if ICEMA identifies deficiencies in compliance, HOSPITAL shall submit and implement a corrective action plan within timeframes established by ICEMA. Failure to correct deficiencies may result in probationary status, suspension, or revocation of designation
- C.24** Collaborate with ICEMA on a quarterly basis to plan, evaluate, and enhance the Pediatric Critical Care System within the ICEMA region.
- C.25** Agree that failure to comply with CONTRACT Section “Hospital Responsibilities” may result in the assessment of a penalty fee of up to \$75,000.

**D. ICEMA RESPONSIBILITIES**

ICEMA accepts and agrees to perform the following duties, obligations, and responsibilities:

- D.1** ICEMA may, at its sole discretion, consider input from HOSPITAL regarding the adoption of any policy or protocol that concerns the administration of the Pediatric Critical Care System, or the triage, transport, and treatment of Pediatric Patients.
- D.2** ICEMA will provide or cause to be provided to HOSPITAL and/or the CQI Program, prehospital data related to Pediatric care.
- D.3** ICEMA will strive to optimize the overall effectiveness of the Pediatric Critical Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

**E. GENERAL CONTRACT REQUIREMENTS**

**E.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**E.2 Contract Amendments**

HOSPITAL agrees any alterations, variations, modifications, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the person(s) authorized to do so on behalf of HOSPITAL and ICEMA.

**E.3 Contract Assignability**

Without the prior written consent of ICEMA, the CONTRACT is not assignable by HOSPITAL either in whole or in part.

**E.4 Reserved**

**E.5 Attorney’s Fees and Costs**

If any legal action is instituted to enforce any party’s rights hereunder, each party shall bear its own costs and attorney’s fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney’s fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**E.6 Background Checks for HOSPITAL Personnel**

HOSPITAL shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by ICEMA and not in violation of applicable law, HOSPITAL shall conduct a background check, at HOSPITAL's sole expense, on all its personnel providing Services. If requested by ICEMA, HOSPITAL shall provide the results of the background check of each to ICEMA. Such background check shall be in the form generally used by HOSPITAL in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. HOSPITAL personnel who do not meet the ICEMA's hiring criteria, in ICEMA's sole discretion, shall not be assigned to work on ICEMA property or Services, and ICEMA shall have the right, at its sole option, to refuse access to any CONTRACT personnel to any ICEMA facility.

**E.7 Change of Address**

HOSPITAL shall notify ICEMA in writing, of any change in mailing address within ten (10) business days of the change.

**E.8 Choice of Law**

This CONTRACT shall be governed by and construed according to the laws of the State of California.

**E.9 Compliance with ICEMA Policy**

In performing the Services and while at any ICEMA facilities, HOSPITAL personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the applicable policies, procedures, and rules of ICEMA regarding health and safety, and personal, professional and ethical conduct; (c) comply with the applicable finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the ICEMA; and (d) abide by all laws applicable to the ICEMA facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "ICEMA Policies"). ICEMA Policies, and additions or modifications thereto, may be communicated in written, electronic, orally to HOSPITAL or HOSPITAL personnel or may be made available to HOSPITAL or HOSPITAL personnel by written, electronic, or conspicuous posting at an ICEMA facility, electronic posting, or other means generally used by ICEMA to disseminate such information to its employees or contractors. HOSPITAL shall be responsible for the promulgation and distribution of ICEMA Policies to HOSPITAL personnel to the extent necessary and appropriate.

ICEMA shall have the right to require HOSPITAL's employees, agents, representatives and subcontractors to exhibit identification credentials issued by ICEMA in order to exercise any right of access under this CONTRACT.

**E.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. HOSPITAL acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. HOSPITAL agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this CONTRACT comply with said provisions. HOSPITAL further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

**E.11 Primary Point of Contact**

HOSPITAL will designate an individual to serve as the primary point of contact for the CONTRACT. HOSPITAL or designee must respond to ICEMA inquiries within two (2) business days. HOSPITAL shall not change the primary contact without written acknowledgement to ICEMA. HOSPITAL will also designate a back-up point of contact in the event the primary contact is not available.

**E.12 ICEMA Representative**

The EMS Administrator or his/her designee shall represent ICEMA in all matters pertaining to the services to be rendered under this CONTRACT, including termination and assignment of this CONTRACT, and shall be the final authority in all matters pertaining to the Services by HOSPITAL . If this CONTRACT was initially approved by the ICEMA Board of Directors, then the ICEMA Board of Directors must approve all amendments to this CONTRACT, unless otherwise delegated.

**E.13 Damage to ICEMA Property**

HOSPITAL shall repair, or cause to be repaired, at its own cost, all damages to ICEMA vehicles, facilities, buildings or grounds caused by the willful or negligent acts of HOSPITAL or its employees or agents. Such repairs shall be made immediately after HOSPITAL becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the HOSPITAL fails to make timely repairs, ICEMA may make any necessary repairs. The HOSPITAL, as determined by ICEMA, shall repay all costs incurred by ICEMA for such repairs, by cash payment upon demand, or ICEMA may deduct such costs from any amounts due to the HOSPITAL from ICEMA, as determined at the ICEMA's sole discretion.

**E. 14 Debarment and Suspension**

HOSPITAL certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). HOSPITAL further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**E.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this CONTRACT, the HOSPITAL agrees that the HOSPITAL and the HOSPITAL's employees, while performing service for ICEMA, on ICEMA property, or while using ICEMA equipment:

- E.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- E.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- E.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where HOSPITAL or HOSPITAL's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The HOSPITAL shall inform all employees that are performing service for ICEMA on ICEMA property, or using ICEMA equipment, of the ICEMA's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the ICEMA.

ICEMA may terminate for default or breach of this CONTRACT and any other CONTRACT the HOSPITAL has with ICEMA, if the HOSPITAL or HOSPITAL's employees are determined by ICEMA not to be in compliance with above.

**E.16 Duration of Terms**

This CONTRACT, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this CONTRACT.

**E.17 Employment Discrimination**

During the term of the CONTRACT, HOSPITAL shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. HOSPITAL shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**E.18 Environmental Requirements**

In accordance with County Policy 11-08, the ICEMA prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. ICEMA requires HOSPITAL to use recycled paper for any printed or photocopied material created as a result of this CONTRACT. HOSPITAL is also required to use both sides of paper sheets for reports submitted to ICEMA whenever practicable.

To assist ICEMA in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), HOSPITAL must be able to annually report the ICEMA's environmentally preferable purchases. HOSPITAL must also be able to report on environmentally preferable goods and materials used in the provision of their service to ICEMA, utilizing an ICEMA approved form.

**E.19 Improper Influence**

HOSPITAL shall make all reasonable efforts to ensure that no ICEMA officer or employee, whose position in ICEMA enables him/her to influence any award of the CONTRACT or any competing offer, shall have any direct or indirect financial interest resulting from the award of the CONTRACT or shall have any relationship to the HOSPITAL or officer or employee of the HOSPITAL.

**E.20 Improper Consideration**

HOSPITAL shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of ICEMA in an attempt to secure favorable treatment regarding this CONTRACT.

ICEMA, by written notice, may immediately terminate this CONTRACT if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of ICEMA with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

HOSPITAL shall immediately report any attempt by an ICEMA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from HOSPITAL. The report shall be made to the supervisor or manager charged with supervision of the employee or the

County Administrative Office. In the event of a termination under this provision, ICEMA is entitled to pursue any available legal remedies.

**E.21 Informal Dispute Resolution**

In the event ICEMA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this CONTRACT or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**E.22 Legality and Severability**

The parties' actions under the CONTRACT shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this CONTRACT are specifically made severable. If a provision of the CONTRACT is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**E.23 Licenses, Permits and/or Certifications**

HOSPITAL shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The HOSPITAL shall maintain these licenses, permits and/or certifications in effect for the duration of this CONTRACT. HOSPITAL will notify ICEMA immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this CONTRACT.

**E.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this CONTRACT, ICEMA determines that HOSPITAL has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to ICEMA, this CONTRACT may be immediately terminated. If this CONTRACT is terminated according to this provision, ICEMA is entitled to pursue any available legal remedies.

**E.25 Mutual Covenants**

The parties to this CONTRACT mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**E.26 Nondisclosure**

HOSPITAL shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by ICEMA to HOSPITAL or an agent of HOSPITAL or otherwise made available to HOSPITAL or HOSPITAL's agent in connection with this CONTRACT; or, (2) acquired, obtained, or learned by HOSPITAL or an agent of HOSPITAL in the performance of this CONTRACT. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**E.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**E.28 Reserved**

**E.29 Reserved**

**E.30 Air, Water Pollution Control, Safety and Health**

HOSPITAL shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this CONTRACT.

**E.31 Records**

HOSPITAL shall maintain all records and books pertaining to the delivery of services under this CONTRACT and demonstrate accountability for contract performance. All records shall be complete and current and comply with all CONTRACT requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the CONTRACT .

All records relating to the HOSPITAL's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this CONTRACT shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

**E.32 Relationship of the Parties**

Nothing contained in this CONTRACT shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**E.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the CONTRACT or HOSPITAL's relationship with ICEMA may be made or used without prior written approval of ICEMA.

**E.34 Representation of the ICEMA**

In the performance of this CONTRACT, HOSPITAL, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of ICEMA.

**E.35 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this CONTRACT by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this CONTRACT thereafter.

**E.36 Subcontracting**

HOSPITAL shall obtain ICEMA's written consent, which ICEMA may withhold in its sole discretion, before entering into agreements with or otherwise engaging any subcontractors who may supply any part of the Services to ICEMA. At ICEMA's request, HOSPITAL shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by ICEMA, resumes of proposed subcontractor personnel. HOSPITAL shall remain directly responsible to ICEMA for its subcontractors and shall indemnify ICEMA for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this CONTRACT applicable to HOSPITAL Personnel.

For any subcontractor, HOSPITAL shall:

- 36.1** Be responsible for subcontractor compliance with the CONTRACT and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows ICEMA's reporting formats and procedures as specified by ICEMA.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections C. HOSPITAL Responsibilities, E. General CONTRACT Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this CONTRACT for any reason, ICEMA will have the right to enter into direct agreements with any of the Subcontractors. HOSPITAL agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with ICEMA.

#### **E. 37 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this CONTRACT is served upon HOSPITAL or ICEMA, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. HOSPITAL and ICEMA further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by HOSPITAL for ICEMA.

#### **E.38 Termination for Convenience**

ICEMA reserves the right to terminate the CONTRACT, for its convenience, with or without cause, with a ninety (90) day written notice of termination. Such termination may include all or part of the services described herein. Upon receipt of termination notice HOSPITAL shall promptly discontinue services unless the notice directs otherwise. HOSPITAL shall deliver promptly to ICEMA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **E.39 Time of the Essence**

Time is of the essence in performance of this CONTRACT and of each of its provisions.

#### **E.40 Venue**

The parties acknowledge and agree that this CONTRACT was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this CONTRACT will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this CONTRACT is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

#### **E.41 Conflict of Interest**

HOSPITAL shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and ICEMA. HOSPITAL shall make a reasonable effort to prevent employees, HOSPITAL, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event ICEMA determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by ICEMA and such conflict may constitute grounds for termination of the CONTRACT. This provision shall not be construed to prohibit employment of persons with whom

HOSPITAL's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**E.42 Former ICEMA and County Administrative Officials**

HOSPITAL agrees to provide, or has already provided information on former ICEMA and/or San Bernardino County administrative officials (as defined below) who are employed by or represent HOSPITAL. The information provided includes a list of former ICEMA and/or County administrative officials who terminated ICEMA and/or County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of HOSPITAL. For purposes of this provision, "ICEMA and/or County administrative official" is defined as a member of the Board of Directors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**E.43 Disclosure of Criminal and Civil Procedures**

ICEMA reserves the right to request the information described herein from the HOSPITAL. Failure to provide the information may result in a termination of the CONTRACT. ICEMA also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The HOSPITAL also may be requested to provide information to clarify initial responses. Negative information discovered may result in CONTRACT termination.

HOSPITAL is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the HOSPITAL will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the HOSPITAL is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the HOSPITAL will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the ICEMA and/or the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**E.44 Reserved**

**E.45 Reserved**

**E.46 Reserved**

**E.47 Reserved**

**E.48 California Consumer Privacy Act**

To the extent applicable, if HOSPITAL is a business that collects the personal information of a consumer(s) in performing Services pursuant to this CONTRACT, HOSPITAL must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. HOSPITAL must contact ICEMA immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of ICEMA and/or the County, including but not limited to, providing a list of disclosures or deleting personal information. HOSPITAL must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this CONTRACT. HOSPITAL must immediately provide to ICEMA and/or the County any notice provided by a consumer to CONTRACT pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this CONTRACT. HOSPITAL must immediately notify ICEMA if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

**E. 49 Reserved**

**E.50 Campaign Contribution Disclosure (Levine Act)**

HOSPITAL has disclosed to ICEMA using Attachment “1” – Levine Act Campaign Contribution Disclosure, whether it has made any campaign contributions of more than \$500 to any member of the Board of Directors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of HOSPITAL’s proposal to ICEMA, or (2) 12 months before the date this Contract was approved by the Board of Directors. HOSPITAL acknowledges that under Government Code section 84308, HOSPITAL is prohibited from making campaign contributions of more than \$500 to any member of the Board of Directors or other County elected officer for 12 months after the ICEMA’s consideration of the Contract.

In the event of a proposed amendment to this CONTRACT , the HOSPITAL will provide ICEMA a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Directors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the HOSPITAL or by a parent, subsidiary or otherwise related business entity of HOSPITAL.

**E.51 Reserved**

**E.52 Reserved**

**E.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).**

In compliance with Federal Acquisition Regulation 52.203-18, HOSPITAL shall not require employees or subcontractors of HOSPITAL seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent HOSPITAL has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, HOSPITAL shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. HOSPITAL shall include this clause in all subcontracts.

**E.54 Use of Biobased Products (FAR 52.223-1)**

HOSPITAL certifies that to the extent biobased products are purchased using CONTRACT funds, HOSPITAL shall comply with Federal Acquisition Regulation 52.223-1.

**E.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)**

To the extent applicable, HOSPITAL agrees to comply with and to provide any information necessary for ICEMA and/or the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

**E.56 Reserved**

**F. FISCAL PROVISIONS**

**F.1 Initial Designation Flat Fee**

For Fiscal Year 2026-2027 (July 1, 2026 through June 30, 2027), HOSPITAL shall pay ICEMA a one-time flat administrative designation fee of \$30,000.

This fee is intended to recover ICEMA’s reasonable costs associated with initial implementation, oversight, monitoring, system integration, and administration of the Comprehensive Pediatric Receiving Center designation during the initial year of operation.

The fee shall be payable within fifteen (15) calendar days of July 1, 2026, or within fifteen (15) calendar days of execution of this CONTRACT, whichever occurs later. If this CONTRACT is executed after July 1, 2026, the fee shall be prorated based on the effective date of the CONTRACT.

**F.2 Transition to Specialty Care System Rate Structure**

Beginning in Fiscal Year 2027-2028 (July 1, 2027 through June 30, 2028), HOSPITAL shall pay ICEMA an annual Comprehensive Pediatric Receiving Center designation fee, which shall be invoiced to HOSPITAL by ICEMA and incorporated into and subject to ICEMA’s established Specialty Care System Rate Structure, as approved annually by the ICEMA Board of Directors.

ICEMA anticipates presenting proposed amendments to its Specialty Care System Rate Structure to incorporate Comprehensive Pediatric Receiving Center designations beginning in Fiscal Year 2027-2028.

HOSPITAL shall pay annual designation fees as calculated and determined by ICEMA pursuant to the ICEMA Board-approved Specialty Care System Rate Structure. ICEMA shall provide written notice of the annual assessed amount at least ninety (90) days prior to the beginning of the applicable fiscal year.

Below is an estimate for each fiscal year following the initial Fiscal Year 2026-2027 flat fee of \$30,000:

| <b>Fiscal Year</b> | <b>Estimated Amount</b> |
|--------------------|-------------------------|
| 2027-2028          | \$32,500                |
| 2028-2029          | \$35,000                |
| 2029-2030          | \$37,500                |
| 2030-2031          | \$40,000                |

The amounts shown above are estimates only, provided for informational purposes, and shall not be binding. Actual fees shall be determined annually pursuant to ICEMA’s Board-approved Specialty Care System Rate Structure. The annual fee shall be payable within thirty (30) calendar days of receipt of each invoice.

### **F.3 Fee Purpose and Reasonable Costs**

All fees collected pursuant to this Section shall be used solely to recover ICEMA's reasonable costs associated with Comprehensive Pediatric Receiving Center designation, monitoring, data management, quality improvement, regulatory oversight, and related system administration.

### **F.4 Monitoring Fees**

In the event ICEMA reasonably incurs any extraordinary costs:

**F.4.1** For monitoring HOSPITAL when HOSPITAL is not in compliance with the "HOSPITAL's Responsibilities" Section, or

**F.4.2** For evaluating HOSPITAL when HOSPITAL has received a notice of termination under Section "Term of Contract" or Section "Termination" of this CONTRACT.

ICEMA shall notify HOSPITAL of those costs in which HOSPITAL shall pay those extraordinary costs or ICEMA may terminate this CONTRACT.

### **F.5 ICEMA Verification Penalties**

Failure to comply to ICEMA Verification, as outlined in Section "HOSPITAL's Responsibilities" will result in a penalty fee of \$75,000 and audit performed by ICEMA. In the event that HOSPITAL requires additional site surveys, the cost of those surveys shall be the responsibility of HOSPITAL.

### **F.6 HOSPITAL Costs**

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

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

HOSPITAL shall defend, indemnify, and hold ICEMA and/or the County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees and agents.

In the event that HOSPITAL is found to be comparatively at fault for any claim, action, loss, or damage which results from its obligations under this CONTRACT, the HOSPITAL shall indemnify ICEMA/County to the extent of its comparative fault.

The Parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified Party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this CONTRACT.

### **G.2 Additional Insured**

All policies, except for General Liability, Cyber Liability, and Abuse/Molestation, Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming ICEMA and/or the County and its officers, employees, agents and

volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the ICEMA and/or the County to vicarious liability but shall allow coverage for ICEMA and/or the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The HOSPITAL shall require the carriers of required coverages to waive all rights of subrogation against ICEMA and/or the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the HOSPITAL and HOSPITAL's employees or agents from waiving the right of subrogation prior to a loss or claim. The HOSPITAL hereby waives all rights of subrogation against ICEMA and/or the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by ICEMA and/or the County.

**G.5 Severability of Interests**

The HOSPITAL agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the HOSPITAL and ICEMA and/or the County or between ICEMA and/or the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The HOSPITAL shall furnish Certificates of Insurance to the County Department administering the CONTRACT evidencing the insurance coverage at the time the CONTRACT is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and HOSPITAL shall maintain such insurance from the time HOSPITAL commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this CONTRACT, the HOSPITAL shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this CONTRACT does not comply with the requirements, is not procured, or is canceled and not replaced, ICEMA and/or the County has the right but not the obligation or duty to cancel the CONTRACT or obtain insurance if it deems necessary and any premiums paid by ICEMA and/or the County will be promptly reimbursed by the HOSPITAL or ICEMA payments to the HOSPITAL will be reduced to pay for ICEMA and/or County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by ICEMA and/or the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any

insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of ICEMA and/or the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against ICEMA and/or the County, inflation, or any other item reasonably related to ICEMA and/or the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this CONTRACT. HOSPITAL agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of ICEMA and/or the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of ICEMA and/or the County.

- G.11** The HOSPITAL agrees to provide insurance set forth in accordance with the requirements herein. If the HOSPITAL uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the HOSPITAL agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the HOSPITAL shall secure and maintain throughout the CONTRACT term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the HOSPITAL and all risks to such persons under this CONTRACT.

If HOSPITAL has no employees, it may certify or warrant to ICEMA and/or the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

- G.11.2** Commercial/General Liability Insurance – The HOSPITAL shall carry General Liability Insurance covering all operations performed by or on behalf of the HOSPITAL providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the HOSPITAL is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the HOSPITAL owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

**or**

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

**or**

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of ICEMA and/or the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.6** **Reserved**

**G.11.7** Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. HOSPITAL may satisfy its insurance obligations under this Section G.11.7 herein through participation in a program of self-insurance

**G.11.8** Abuse/Molestation Insurance – HOSPITAL shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H. RIGHT TO MONITOR AND AUDIT**

**H.1** ICEMA, the County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of HOSPITAL in the delivery of services provided under this CONTRACT. HOSPITAL shall give full cooperation, in any auditing or monitoring conducted. HOSPITAL shall cooperate with ICEMA and/or the County in

the implementation, monitoring, and evaluation of this CONTRACT and comply with any and all reporting requirements established by ICEMA and/or the County.

**H.2** The provisions of Section H.1 notwithstanding, if ICEMA has reasonable cause to believe that a significant and substantial violation of this CONTRACT that may endanger the general public health and/or is necessary to preserve records that relate to the enforcement provisions of this CONTRACT has occurred, or is imminent, upon demand, ICEMA shall have immediate access to HOSPITAL's operations, data, and records.

**H.3** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by ICEMA and/or representatives for a period of three years after final payment under this CONTRACT or until all pending ICEMA, County, State and Federal audits are completed, whichever is later.

**I. CORRECTION OF PERFORMANCE DEFICIENCIES**

**I.1** Failure by HOSPITAL to comply with any of the provisions, covenants, requirements or conditions of this CONTRACT shall be a material breach of this CONTRACT.

**I.2** In the event of a non-cured breach, ICEMA and/or the County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- a. Afford HOSPITAL thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of ICEMA and/or the County; and/or
- b. Suspend HOSPITAL's Comprehensive Pediatric Receiving Center Designation for and during the period in which HOSPITAL is in breach.
- c. Terminate this CONTRACT for cause, by giving written notice specifying the reason and the effective date, which shall be not less than fifteen (15) days after the delivery of the written notice.

**J. NOTICES**

All written notices provided for in this CONTRACT or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

ICEMA  
EMS Administrator  
1425 South "D" Street  
San Bernardino, CA 92415-0060

Loma Linda University Children's Hospital  
Hospital CEO  
11234 Anderson Street  
Loma Linda, CA 92354

OGC  
Hospital CEO  
11234 Anderson Street  
Loma Linda, CA 92354

Notice shall be deemed communicated two (2) ICEMA working days from the time of mailing if mailed as provided in this paragraph.

**K. ENTIRE CONTRACT**

This CONTRACT, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this CONTRACT not expressly set forth herein are of no force or effect. This CONTRACT is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this CONTRACT and signs the same of its own free will.

**L. ELECTRONIC SIGNATURES**

This CONTRACT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same CONTRACT. The parties shall be entitled to sign and transmit an electronic signature of this CONTRACT (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed CONTRACT upon request.

**IN WITNESS WHEREOF**, the Inland Counties Emergency Medical Agency and the HOSPITAL have each caused this CONTRACT to be subscribed by its respective duly authorized officers, on its behalf.

**INLAND COUNTIES EMERGENCY MEDICAL AGENCY**

►  
\_\_\_\_\_  
Dawn Rowe, Chair, Board of Directors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD  
Lynna Monell, Secretary

By \_\_\_\_\_  
Deputy

**LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL**

\_\_\_\_\_  
*(Print or type name of corporation, company, contractor, etc.)*

By ► J. Peter Baker  
\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Peter Baker  
\_\_\_\_\_  
*(Print or type name of person signing contract)*

Title Senior Vice President  
\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
► John Tubbs II  
\_\_\_\_\_  
John Tubbs II, Deputy County Counsel  
Date 6-5-26

Reviewed for Contract Compliance  
►  
\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
\_\_\_\_\_  
Daniel Munoz, EMS Administrator  
Date \_\_\_\_\_



# ATTACHMENT 1

## Levine Act –

### Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or ICEMA and/or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

#### **DEFINITIONS**

**Actively supporting or opposing the matter:** (a) Communicate directly with a member of the Board of Directors or other ICEMA and/or County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before ICEMA and/or the County in a proceeding on the matter for the purpose of influencing the ICEMA's decision on the matter; or (c) communicates with ICEMA and/or County employees, for the purpose of influencing the ICEMA's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or ICEMA and/or County employees for purposes of influencing the ICEMA's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Directors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of HOSPITAL: Loma Linda University Children's Hospital
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes  If yes, skip Question Nos. 3-4 and go to Question No. 5      No
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
 \_\_\_\_\_
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name                 | Relationship          |
|------------------------------|-----------------------|
| Loma Linda University Health | Part of Health System |
|                              |                       |

6. Name of agent(s) of HOSPITAL:

| Company Name                              | Agent(s)         | Date Agent Retained<br>(if less than 12 months prior) |
|---|------------------|---|
| Loma Linda University Health              | Anthony Hilliard | N/A   |
| Loma Linda University Children's Hospital | Peter Baker      | N/A   |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded AGREEMENT if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with ICEMA and/or County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| N/A          | N/A               | N/A                        |
| N/A          | N/A               | N/A                        |

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/A          | N/A                |
| N/A          | N/A                |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Directors or other ICEMA and/or County elected officer involved with this CONTRACT within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes  If **yes**, please provide the contribution information in Question 11.

10. Has an agent of HOSPITAL made a campaign contribution of any amount to any member of the San Bernardino County Board of Directors or other elected officer involved with this CONTRACT while award of this CONTRACT is being considered?

No

Yes  If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Director Member or other ICEMA and/or County elected officer:

Name of Contributor:

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other ICEMA and/or County elected officers to whom anyone listed made campaign contributions.

By signing the CONTRACT, HOSPITAL certifies that the statements made herein are true and correct. HOSPITAL acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Directors or other ICEMA and/or County elected officer involved with this CONTRACT, while award of this CONTRACT is being considered and for 12 months after a final decision by ICEMA. HOSPITAL understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Directors or other ICEMA and/or County elected officer involved with this CONTRACT, while award of this CONTRACT is being considered and for 12 months after a final decision by ICEMA.

# EXHIBIT A

## Comprehensive Pediatric Receiving Center Requirements

- (a) A hospital GACH may be designated as a Comprehensive Pediatric Receiving Center (PedRC) by the local EMS agency (LEMSA) upon meeting all criteria of an Advanced PedRC, as well as the following facility requirements:
- (1) All LEMSA designated Comprehensive PedRCs shall be licensed as a general acute care hospital GACH with a basic or comprehensive Emergency Department permit and have full, provisional, or conditional California Children's Services (CCS) approval by the Department of Health Care Services as a tertiary hospital GACH, or meet CCS criteria as a tertiary hospital GACH as approved by the local EMS agency LEMSA;
  - (2) Can provide comprehensive specialized pediatric medical and surgical care to any acutely ill or injured child;
  - (3) Inpatient resources including a neonatal intensive care unit (NICU) and a pediatric intensive care unit (PICU);
  - (4) (4) Provide ongoing outreach and pediatric education for Community, General and Basic PedRCs, and prehospital care providers, in collaboration with the local EMS agency LEMSA;
  - (5) Establish transfer agreements or serve as a regional referral center for specialized care, such as trauma, burn, spinal cord injury, and rehabilitation and behavioral health, of pediatric patients;
  - (6) Emergency department services include a separate pediatric emergency department or a designated area for emergency care of pediatric patients within an emergency department, with physician staff who are qualified specialists in emergency medicine or pediatric emergency medicine;
  - (7) All designated Comprehensive PedRCs shall meet the equipment requirements of Advanced PedRCs.
- (b) Additional requirements for designation may be stipulated by the local EMS agency LEMSA Medical Director.

## Advanced Pediatric Receiving Requirements

**(a)** A hospital may be designated as an Advanced PedRC by the local EMS agency (LEMSA) upon meeting the following criteria:

**(1)** All designated Advanced PedRCs shall be licensed by the Department of Health Services (DHS), Licensing and Certification Division, under California Code of Regulations (CCR), Title 22, Division 5, Chapter 1, as follows:

**(A)** As an acute care hospital pursuant to Article 1, sections 70003 and 70005.

**(B)** For pediatric service pursuant to Article 6, section 70535 et seq.

**(C)** For basic or comprehensive emergency medical services pursuant to Article 6, section 70411, et seq.

**(D)** For social services pursuant to Article 6, section 70535 et seq.

**(E)** Community neonatal intensive care unit (NICU) or as an Intermediate NICU if it meets the following requirements, as per:

1. Article 6, Section 70545 et seq., for the provision of perinatal services and licensed by DHS, Licensing and Certification Division as a perinatal service;

2. Article 6, Section 70481 et seq., for the provision of neonatal intensive care services and licensed by DHS, Licensing and Certification Division as an Intensive Care Newborn Nursery (ICNN)

**(F)** If the hospital has a PICU then it shall be licensed by DHS, Licensing and Certification Division for intensive care services, and meet the requirements for the provision of intensive care services pursuant to CCR Title 22, Division 5, Chapter 1, Article 6, Section 70491 et seq.

**(G)** The emergency department in the hospital shall be able to stabilize critically ill or injured infant, children, and adolescents prior to admission to the PICU or transfer to a Comprehensive PedRC facility.

**(2)** Establish agreements with a minimum of one Comprehensive PedRC as approved by the local EMS agency, for consultation.

**(3)** Participate with a Comprehensive PedRC for pediatric emergency education for emergency care providers consistent with the local EMS agency plan for ongoing pediatric education.

**(4)** Establish transfer agreements with a Comprehensive PedRC to transfer pediatric patients for stabilization, ensuring the highest level of care.

**(5)** Establish transfer agreements for pediatric patients needing specialized care, if the specialized care is not available at a Comprehensive, Advanced or General PedRC, such as trauma, burn, spinal cord injury, and rehabilitation and behavioral health.

**(b)** All Advanced PedRCs shall meet the following personnel requirements:

- (1)** Advanced PedRCs shall have a physician and nurse Pediatric Emergency Care Coordinator (PECC).
- (2)** Respiratory care service in the pediatric service department and emergency department provided by respiratory care practitioners (RCPs) who are licensed in the state of California and who have completed formal training in pediatric respiratory care which includes clinical experience in the care of children.
- (3)** Social work services in the pediatric service department provided by a medical social worker (MSW) holding a master's degree in social work who has expertise in the psychosocial issues affecting the families of seriously ill infants, children, and adolescents.
- (4)** Behavioral health specialists with pediatric experience to include, but not be limited to, psychiatrists, psychologists, and nurses.
- (5)** The following specialties shall be on-call, and available for consultation to the ED or NICU within 30 minutes by telephone and in-person within one hour:
  - (A)** Neonatologist.
  - (B)** General Surgeon with pediatric experience.
  - (C)** Anesthesiologist with pediatric experience.
  - (D)** Pediatric Cardiologist.
- (6)** The following specialties shall be on-call, and available to the NICU or ED either in-person, by phone, or by telehealth, within 30 minutes:
  - (A)** Radiologist with pediatric experience.
  - (B)** Otolaryngologist with pediatric experience.
  - (C)** Mental health professional with pediatric experience.
  - (D)** Orthopedist with pediatric experience.
- (7)** The following qualified specialists shall be available twenty-four (24) hours a day, 7 days a week, for consultation which may be met through a transfer agreement or telehealth:
  - (A)** Pediatric Gastroenterologist.
  - (B)** Pediatric Hematologist/Oncologist.
  - (C)** Pediatric Infectious Disease.
  - (D)** Pediatric Nephrologist.
  - (E)** Pediatric Neurologist.
  - (F)** Pediatric Surgeon.
  - (G)** Cardiac Surgeon with pediatric experience.
  - (H)** Neurosurgeon with pediatric experience.

**(I)** Obstetrics/Gynecologist with pediatric experience.

**(J)** Pulmonologist with pediatric experience.

**(K)** Pediatric Endocrinologist.

**(8)** The hospital or LEMSA may require additional specialists or more rapid response times.

**(c)** The pediatric equipment, supplies, and medications in all Advanced PedRCs for pediatric patients from neonates to adolescents shall include all General PedRC equipment, and:

**(1)** Crash carts with pediatric resuscitation equipment that shall be standardized and available on all units, including but not limited to, the emergency department, radiology suite, and inpatient pediatric service.

**(d)** Additional requirements may be stipulated by the local EMS agency medical director.