



Contract Number

22-1171

SAP Number

## Inland Counties Emergency Medical Agency

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<b>Contractor</b>	<u>Hi Desert Medical Center</u>
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<b>Contract Term</b>	<u>November 15, 2022 - June 30, 2024</u>
<b>Original Contract Amount</b>	<u>\$25,000</u>
<b>Amendment Amount</b>	<u>\$14,583.31</u>
<b>Total Contract Amount</b>	<u>\$39,583.31</u>
<b>Cost Center</b>	<u>1111702686</u>

### IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is hereby entered into by and between the **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA/CUSTOMER**"), and **HI DESERT MEDICAL CENTER** (hereinafter referred to as "**HOSPITAL**"), and collectively referred to as the "**Parties**", for Trauma Center designation.

**WHEREAS**, ICEMA is the Local Emergency Medical Services Agency for San Bernardino County and has been delegated full and complete authority for Trauma Care System design, designation, and implementation by the Governing Board for the Counties of San Bernardino, Mono and Inyo as per ICEMA's Joint Powers Agreement, and;

**WHEREAS**, ICEMA has implemented an emergency medical services (EMS) system consisting of an advanced life support (ALS) system and a regional Trauma Care System as part of its EMS system, pursuant to applicable sections of the California Health and Safety Code, and;

**WHEREAS**, once a County (or Counties) has elected to implement an ALS system, the California Health and Safety Code requires that it comply with established policies and procedures governing system performance, and;

**WHEREAS**, on December 18, 2001, ICEMA's Governing Board, in order to implement the regional Trauma Care System, approved ICEMA's Trauma System Plan pursuant to California Health and Safety Code, Sections 1798.163 and 1798.166, and;

**WHEREAS**, ICEMA may designate trauma facilities as part of its regional Trauma Care System, pursuant to the California Health and Safety Code; and California Code of Regulations, Title 22, Division 9, Chapter 7, (hereafter "Title 22"), and;

**WHEREAS**, HOSPITAL's facility has been examined by ICEMA and found to possess those performance characteristics, personnel, and equipment required in the ICEMA Trauma Standards (EXHIBIT 1), attached hereto as EXHIBIT 1 and incorporated herein by this reference, and;

**WHEREAS**, ICEMA and HOSPITAL have worked together in developing and operating a regional Trauma Care System and desire to collaborate in the future to assure that ICEMA's Trauma Care System is working effectively, and;

**WHEREAS**, HOSPITAL is willing to accept designation as a Level IV Trauma Center and agrees to comply with the terms and conditions as described in EXHIBIT 1 herein, and;

**WHEREAS**, ICEMA and HOSPITAL now desire to enter into a CONTRACT and;

**WHEREAS**, ICEMA desires that such services be provided by HOSPITAL and HOSPITAL agrees to perform these services as set forth below, and;

**NOW, THEREFORE**, ICEMA and HOSPITAL mutually agree to the following terms and conditions:

## **1. DEFINITIONS**

- 1.01 **Base Hospital:** A general acute care hospital which is designated as part of ICEMA's EMS system providing medical direction for ALS and emergency care services.
- 1.02 **Continuous Quality Improvement (CQI) Program:** The multi-disciplinary peer-review committee, comprised of representatives from the Trauma Centers and other professionals designated by ICEMA, which audits the Trauma Care System, makes recommendations for system improvements, and functions in an advisory capacity on other Trauma Care System issues. Committee members designated by ICEMA may include, but are not limited to, Trauma Center medical directors and program managers, representatives from other local hospitals, interventional and non-interventional neurologists, emergency medicine sub-specialists, and representatives from ground and flight emergency medical services (EMS) providers.
- 1.03 **EMS Administrator:** The person responsible for directing, managing, and supervising the activities, policy development, and policy implementation of ICEMA.
- 1.04 **EMTALA:** The Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd).
- 1.05 **HIPAA:** The Health Insurance Portability and Accountability Act of 1996, including regulations promulgated thereunder, as amended from time to time.
- 1.06 **ICEMA Trauma Standards:** Requirements for Level IV Trauma Center Designation as outlined in EXHIBIT 1.
- 1.07 **Trauma Care System:** An integrated prehospital and hospital program that is intended to direct patients with field identified trauma directly to hospitals with specialized capabilities to promptly treat these patients.
- 1.08 **Trauma Center:** Means a licensed general acute care hospital designated by ICEMA's Board of Directors and who has an executed contract with ICEMA as a Trauma Center in accordance with State laws and regulations.

- 1.09 **Trauma Registry:** Manner in which trauma related data is submitted to ICEMA.
- 1.10 **Trauma Victim:** A trauma patient as defined by the triage criteria developed by ICEMA pursuant to the Trauma Plan.
- 1.11 **Triage Criteria:** A measure or method approved by ICEMA of assessing the severity of a person's injuries which are in the ICEMA Policy, Procedure and Protocol Manual. Triage criteria are used for patient evaluation, especially in the prehospital setting, and utilize physiologic, anatomic and/or mechanism of injury considerations.

## 2. TERM OF CONTRACT

This CONTRACT shall be effective as of November 15, 2022, and expires on June 30, 2024, but may be terminated earlier in accordance with the provisions of this CONTRACT. If ICEMA determines that HOSPITAL has satisfactorily performed all obligations herein and satisfied the ICEMA Trauma Standards (EXHIBIT 1), this CONTRACT may be extended for an additional term of three (3) years on the same terms and conditions set forth herein, by written approval of HOSPITAL and ICEMA's Board of Directors.

## 3. FISCAL PROVISIONS

### 3.01 Trauma Designation Fee

HOSPITAL shall pay ICEMA a fee of \$25,000 per year. The fee shall be utilized to offset ICEMA's costs of administering, monitoring and evaluating the Trauma Care System including designation of Trauma Centers, prehospital care provider performance, quality improvement programs, field education and medical control protocols including interfacility transfer policies. The fee shall be reevaluated on an annual basis to ensure system costs are being properly assessed and shall be paid in full within fifteen (15) calendar days of July 1 of each year of this CONTRACT. ICEMA shall notify HOSPITAL of any pending increase in the annual fee at least 90 days prior to such increase to enable HOSPITAL to terminate CONTRACT pursuant to Section 8. If this CONTRACT is implemented in the middle of a fiscal year, the annual fee shall be prorated based upon signing date. In the event of the termination of this CONTRACT by ICEMA or HOSPITAL without cause, ICEMA shall return to HOSPITAL a prorated amount of the annual fee paid by HOSPITAL for that year for the period of time remaining in the fiscal year after the effective date of termination. The fee is not otherwise refundable in whole or in part.

### 3.02 Monitoring Fees

In the event ICEMA reasonably incurs any extraordinary costs:

- A. For monitoring HOSPITAL when HOSPITAL is not in compliance with Section 4 "HOSPITAL's Responsibilities" or the attached EXHIBIT 1, or
- B. For evaluating HOSPITAL when HOSPITAL has received a notice of termination under Section 2 ("Term of Contract") or Section 8 ("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.

### **3.03 American College of Surgeons (ACS) Compliance with Level IV Standards**

Failure to comply to ACS standards, as outlined in Section 4 (“HOSPITAL’s Responsibilities”), subsections 4.27 and 4.28 will result in a penalty fee of \$75,000 and audit performed by ICEMA.

### **3.04 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 trauma patients lacking the ability to pay for services.

## **4. HOSPITAL’S RESPONSIBILITIES**

- 4.01 To adhere to State Regulations governing Level IV Adult Trauma Requirements as outlined in Title 22 and the terms of this CONTRACT.
- 4.02 To provide trauma services to Trauma Victims, regardless of their ability to pay, who are delivered to HOSPITAL as defined in the ICEMA Policy, Procedure and Protocol Manual and as may be amended, and/or who otherwise present themselves to HOSPITAL, pursuant to ICEMA’s Trauma Plan and EMS system, and subject to applicable statutes (and regulations promulgated thereunder) concerning the provision of EMS.
- 4.03 To acknowledge and agree that ICEMA’s representative may adjust trauma patient destination policies in the future to achieve a more even distribution of Trauma Victims among all Trauma Centers or to accommodate changes in the overall number of Trauma Centers. The procedure outlined in Section 5, (“ICEMA’s Responsibilities”), subsection 5.2, as it relates to the cooperation between ICEMA and HOSPITAL for amending or reviewing policies, protocols and procedures shall apply to ICEMA’s adjustment of trauma patient destination policies in the future. The notice, referenced in Section 5 (“ICEMA’s Responsibilities”), subsections 5.2 and 5.7, shall state ICEMA’s reasons for the adjustment. HOSPITAL reserves the right to object to an ICEMA adjustment to trauma patient destination policies pursuant to Section 5, subsection 5.7.
- 4.04 To monitor, maintain, and upgrade, if necessary, the care, skill and diligence provided to patients pursuant to this CONTRACT to ensure that the degree of care and skill that HOSPITAL, physicians, and other professional staff exercise in providing service to patients covered pursuant to this CONTRACT is that which is expected and required for Level IV Adult Trauma Centers. Further, HOSPITAL agrees to implement quality assurance activities and initiate appropriate corrective action as necessary. Advances in the profession, availability of special facilities, equipment and specialists, the prevailing national or local standard, and other relevant information are to be considered in evaluating competence.
- 4.05 To develop and/or conduct periodic instructional and educational programs for the benefit of hospital and EMS field personnel which are related to prehospital and in-hospital trauma care. The EMS educational programs shall be approved by HOSPITAL’s Paramedic Liaison Nurse in accordance with ICEMA’s policies, procedure and protocols.
- 4.06 To provide care that is legally and medically required, and to ensure prompt transfer of patients when medically indicated. This CONTRACT does not affect HOSPITAL’s duties and obligations as a hospital with a licensed basic emergency department (ED).
- 4.07 To provide appropriate prehospital destination direction or prompt transfer of a trauma patient to another Trauma Center when HOSPITAL does not have appropriate resources immediately available to care for the patient. Any transfer of a trauma patient by HOSPITAL must be in accordance with EMTALA, Continuation of Care and other ICEMA approved policies.

- 4.08 To develop and maintain telephone or on-site consultations for community physicians and providers regarding the immediate management of Trauma Victims' care and the prehospital management of emergency patients' care. The procedure for obtaining telephone and on-site consultation must be outlined and distributed by HOSPITAL to all healthcare facilities.
- 4.09 To maintain current The Joint Commission (TJC) or Healthcare Facilities Accreditation Program (HFAP) accreditation. Should HOSPITAL lose its TJC or HFAP accreditation, this CONTRACT shall automatically terminate.
- 4.10 To adopt HOSPITAL's own written standards which shall meet, at a minimum, applicable provisions of Title 22, Section 4 ("HOSPITAL's Responsibilities") of this CONTRACT, specifically the ICEMA Trauma Standards (EXHIBIT 1) and to monitor HOSPITAL's compliance with said standards. These standards shall include expectations of timely performance from all ancillary and surgical units of the Trauma Center, diligence in the care and management of Trauma Victims and the provisions of medically appropriate follow-up of patient outcome. Monitoring documentation shall be available to ICEMA upon request, and must reflect a current, regular, and ongoing monitoring of the performance of HOSPITAL.
- 4.11 To take immediate corrective action where there is a failure to meet either HOSPITAL's standards adopted under Section 4 ("HOSPITAL's Responsibilities") or the ICEMA Trauma Standards (EXHIBIT 1), and applicable provisions of Title 22.
- 4.12 HOSPITAL recognizes that ICEMA cannot assure that any minimum number of trauma patients will be delivered to HOSPITAL during the term of this CONTRACT.
- 4.13 To provide EMS field personnel continuing medical education in trauma care as required in EXHIBIT 1.
- 4.14 To conduct public education activities pursuant to EXHIBIT 1.
- 4.15 To submit to ICEMA a quality improvement plan as outlined in EXHIBIT 1.
- 4.16 To notify ICEMA immediately of any substantial and continuing inability to fulfill requirements set out in EXHIBIT 1.
- 4.17 To notify ICEMA of any change in plans to decrease or downsize trauma services. This includes, but is not limited to, downsizing the emergency resuscitation area and/or decreasing the number of ICU beds and any changes in the helipad status.
- 4.18 HOSPITAL shall submit data quarterly on a schedule synchronized with data submission to the California Emergency Medical Services Authority (EMSA) to comply with applicable laws and regulations. The reporting format will be in accordance with ICEMA's processes related to submission of data including encryption of data.
- 4.19 Agree to enter all required data directly into ICEMA approved data registry no later than six weeks after the preceding month. HOSPITAL will have ninety days following acceptance of contracts to comply with data entry plan as designated by ICEMA.
- 4.20 To adhere to ICEMA's Trauma Registry Inclusion Criteria 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 Trauma Center designation.
- 4.21 To comply with the following data entry requirements:

- A. Direct data entry into ICEMA approved trauma registry utilizing the format rules for those fields.
  - B. Initial patient information (EMS and ED phase of care): 80% of patients must be entered within sixty days of admission or ED visit.
  - C. Information from the hospital phase of care, outcome data and payer source must be entered within sixty days of hospital ED discharge and as it becomes available payer source must be updated as it becomes available.
- 4.22 To participate in the American College of Surgeons (ACS) Trauma Quality Improvement Program (ACS TQIP).
  - 4.23 To participate as a member of ICEMA's Trauma Audit Committee and any neighboring counties' Trauma Committees that ICEMA deems beneficial to the Trauma Care System.
  - 4.24 To submit an annual plan for the public education activities such as: formal presentations to civic, school, community, and business organizations; preparation and distribution of written materials describing the Trauma Care System including its use and purpose; explanation including the location and purpose of Trauma Centers, how to access the EMS system for emergency medical services, safety promotion and injury prevention. The plan shall be reviewed by ICEMA for consistency with Trauma Care System goals.
  - 4.25 To actively and cooperatively participate in ICEMA's periodic announced or unannounced site visits for the purpose of monitoring CONTRACT performance and compliance. HOSPITAL shall allow ICEMA free access to the premises and will cooperate with ICEMA, or ICEMA's affiliated inspectors.
  - 4.26 To participate with ICEMA in the periodic performance evaluations of HOSPITAL that will be conducted every two (2) years.
  - 4.27 To participate in the ICEMA) verification survey process.
  - 4.28 Hospital shall maintain Level IV ACS standards consistent with the level of ICEMA designation as determined by California Code of Regulations, Title 22.
  - 4.29 HOSPITAL may advertise itself as a Trauma Center but shall not advertise the level of verification or designation (i.e., Level I, II, III, or IV).

**5. ICEMA'S RESPONSIBILITIES**

- 5.01 To provide direction to HOSPITAL and review components of ICEMA's Trauma Plan.
- 5.02 To develop, implement, and evaluate protocols, policies, and procedures for ICEMA's EMS system, in compliance with applicable Chapters of Title 22 and make appropriate changes as necessary. ICEMA shall notify HOSPITAL of any change or modification to the protocols, policies and procedures which make up the Trauma Plan. ICEMA and HOSPITAL shall cooperate in such process towards the goal of strengthening the Trauma Care System. The Parties will implement the policies and procedures, or protocols subsequent to review by HOSPITAL unless otherwise required by law.
- 5.03 To perform periodic announced or unannounced site visits for the purpose of monitoring CONTRACT performance and compliance.

- 5.04 To perform periodic performance evaluations of HOSPITAL, this shall be conducted at least every two (2) years. The evaluations shall be based, in part, on requirements described in EXHIBIT 1, attached hereto and incorporated herein by reference. Results of the trauma evaluation shall be made available only to HOSPITAL.
- 5.05 To implement policies and procedures for quality improvement in order to monitor the appropriateness and quality of care rendered to trauma patients consistent with State regulations and this CONTRACT.
- 5.06 To ensure that patient inclusion criteria in the data system is cohesive with all Trauma Centers in ICEMA's region.
- 5.07 To implement/modify trauma patient destination policies from time to time and as necessary to meet the needs of the Trauma Care System. In the event that a trauma patient destination policy is to be created/changed, sixty (60) days prior to the effective date of the change, ICEMA shall give written notice to all designated Trauma Centers. All impacted Trauma Centers including HOSPITAL shall be afforded the opportunity to provide written statements regarding the proposed change. If HOSPITAL is adversely affected by the change of the trauma patient destination policy, due notice will be given and processed in accordance with the procedure outlined in Section 4 (HOSPITAL's Responsibilities), subsection 4.03..
- 5.08 To review periodically protocols, policies, and procedures to assure that they continue to be consistent with generally accepted national standards such as those developed by American College of Surgeons, Committee on Trauma, and to initiate appropriate procedures to revise such guidelines and protocols as necessary.
- 5.9 To supervise regional Base Hospital operations in support of Trauma Care System; to promulgate policies so that in those cases when it is expected that a Trauma Victim will be transported to HOSPITAL, EMS providers shall obtain Base Hospital medical direction from HOSPITAL where possible.
- 5.10 To use its best efforts to: (a) cause participation in ICEMA EMS system, including EMS providers and other hospitals, to adhere to all policies governing Trauma Centers and Trauma Care Systems; and (b) encourage other participants in the EMS system, including EMS providers and other hospitals, to adhere to the Interfacility Patient Transfer Guidelines. HOSPITAL recognizes that ICEMA cannot assure that any minimum number of Trauma Victims will be delivered to HOSPITAL during the term of this CONTRACT.

## **6. FINANCIAL RESPONSIBILITY**

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 trauma patients lacking the ability to pay for services. This provision shall in no way affect the Parties' obligations, if any, under Section 11 of this CONTRACT.

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

7.01 ICEMA and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this CONTRACT. 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 records of trauma patients, and interviews of HOSPITAL's staff. At any time during normal business hours, as often as ICEMA may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to ICEMA, upon ICEMA's request, HOSPITAL records related to matters covered by this CONTRACT.

7.02 HOSPITAL acknowledges and agrees that ICEMA is a public health authority as defined by Section 164.501 of the HIPAA Final Privacy Rule 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 Trauma Center designation.

## 8. TERMINATION

### 8.01 Termination without Cause

ICEMA may terminate this CONTRACT without cause upon one hundred eighty (180) days written notice to HOSPITAL. HOSPITAL may terminate this CONTRACT without cause upon one hundred eighty (180) days written notice to ICEMA.

### 8.02 Termination for Cause

ICEMA may terminate this CONTRACT immediately upon written notice to HOSPITAL upon the occurrence of any one or more of the following events if ICEMA, in its sole discretion, determines the breach so significant as to constitute an immediate risk to the health and safety of the public:

- A. Any material breach of this CONTRACT by HOSPITAL;
- B. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
- C. Any failure to provide timely surgical and non-surgical physician coverage for trauma patients, causing unnecessary risk of mortality and/or morbidity for the trauma patient;
- D. Submission by HOSPITAL to ICEMA of reports or information that HOSPITAL knows or should know are incorrect in any material respect;
- E. Any failure by HOSPITAL to comply with the ICEMA Trauma Standards (EXHIBIT 1);
- F. 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 CONTRACT, or loss or suspension of accreditation by The Joint Commission (TJC) or Healthcare Facilities Accreditation Program (HFAP) or an equivalent accreditation body;
- G. Any failure to comply with a plan of correction imposed by ICEMA;
- H. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting trauma patients intended for HOSPITAL; and
- I. Repeated failure to submit specified reports, enter data into the ICEMA approved registry, or provide other information required under this CONTRACT.

### 8.03 Opportunity to Cure

ICEMA shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") which shall specify in reasonable detail the grounds for termination and all deficiencies requiring correction. ICEMA may shorten the Correction Period to no less than seven (7) days if ICEMA determines that HOSPITAL's action or inaction has seriously threatened, or will seriously threaten, the public health and safety. HOSPITAL shall provide a Plan of Correction, which shall contain a section to be used in the event the deficiency or deficiencies reasonably

require longer than thirty (30) days to correct and shall provide the anticipated date for correction of the deficiencies. ICEMA shall approve the extended correction date if determined to be reasonable. No opportunity to cure is required prior to ICEMA's termination of this CONTRACT for failure by HOSPITAL to complete any Plan of Correction imposed by ICEMA. ICEMA may immediately terminate for emergency due to immediate risk to the health and safety of the public. Upon the cessation of the emergency HOSPITAL shall immediately notify ICEMA of the cessation for ICEMA's review and trauma designation reinstatement.

Bypass - Notwithstanding the Parties rights to terminate this CONTRACT as stipulated in Section 2 ("Term of Contract") and Section 8 ("Termination") above, ICEMA's EMS Administrator may in addition to, or in lieu of, initiating termination of this CONTRACT, institute bypass procedures whereby HOSPITAL will not be utilized as a Trauma Center for intervals when it is not in compliance with the ICEMA Trauma Standards (EXHIBIT 1). ICEMA may initiate these procedures at the request, or with the consent, of HOSPITAL, or on the EMS Administrator's own initiative when it is determined that the integrity of the Trauma Care System or the quality of patient care is medically threatened by HOSPITAL not being in compliance with the ICEMA Trauma Standards (EXHIBIT 1).

## **9. REPORTS, EVALUATIONS AND RESEARCH STUDIES**

HOSPITAL shall submit reports of patient care and trauma fiscal data related to Trauma Center operation as reasonably required by ICEMA. Said reports shall include but not be limited to Trauma Registry. This shall be provided to ICEMA within sixty (60) calendar days after the trauma patient's release. ICEMA and HOSPITAL shall establish a system to report trauma cost data.

9.01 ICEMA shall prepare a comprehensive annual report summarizing the Trauma Registry, including level of patient activity, quality assurance activities and any significant changes to the functions and responsibilities of the Trauma Centers by the end of fiscal year following the year in which the information was received. HOSPITAL shall have the right to review and comment on such report,

9.02 HOSPITAL will participate as reasonably requested by ICEMA's EMS Administrator in research and evaluative studies designed to show the effectiveness of HOSPITAL services or to provide information about HOSPITAL's services for trauma patients subject to no material costs being incurred by HOSPITAL related to these studies.

## **10. GENERAL CONTRACT REQUIREMENTS**

### **10.01 Recitals**

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

### **10.02 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.

### **10.03 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.

### **10.04 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.

**10.05 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.

**10.06 Change of Address**

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

**10.07 Subcontracting**

HOSPITAL agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from ICEMA. Any subcontracting shall be subject to the same terms and conditions as HOSPITAL. HOSPITAL shall be fully responsible for the performance and payments of any subcontractor's contract.

**10.08 Contract Assignability**

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

**10.09 Contract Modification**

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.

**10.10 Duration of Terms**

This CONTRACT, and all 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.

**10.11 Time of the Essence**

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

**10.12 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.

**10.13 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".

10.14 Reserved.

**10.15 Notification Regarding Performance**

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the CONTRACT, the HOSPITAL shall notify ICEMA within one (1) working day, in writing and by telephone.

**10.16 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 fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.

**10.17 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, County of San Bernardino, San Bernardino District or the Federal District Court, located in Riverside County. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If such waiver is adjudged as void by a Court having jurisdiction over the Parties, the Parties still voluntarily elect the venue to be that stated herein. 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, County of San Bernardino, San Bernardino District.

**10.18 Choice of Law**

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

**10.19 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.

10.20 Reserved.

**10.21 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.

Neither HOSPITAL nor ICEMA 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 ICEMA policies or procedures. HOSPITAL and ICEMA shall comply with all applicable federal, state, and local conflict of interest laws and regulations or required by EMTALA.

#### **10.22 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.

#### **10.23 Reserved.**

#### **10.24 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.

#### **10.25 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.

#### **10.26 Ownership of Documents**

Subject to the confidentiality provisions of Section 13 ("Confidentiality"), ICEMA and HOSPITAL shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or

properties produced under this CONTRACT. HOSPITAL's representative shall have an opportunity to review and comment on hospital specific data prior to public dissemination of the data by ICEMA, unless the data is otherwise deemed public information. ICEMA shall acknowledge HOSPITAL's contribution and HOSPITAL shall acknowledge ICEMA's contribution in any materials published or issued as a result of this CONTRACT.

#### 10.27 **Copyright**

Subject to the confidentiality provisions of Section 13 ("Confidentiality"), ICEMA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this CONTRACT including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this CONTRACT shall acknowledge ICEMA and the County of San Bernardino as the funding agency and HOSPITAL as the creator of the publication. No such materials, or properties produced in whole or in part under this CONTRACT shall be subject to private use, copyright or patent right by HOSPITAL in the United States or in any other country without the express written consent of ICEMA. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this CONTRACT must be filed with ICEMA prior to publication.

#### 10.28 **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.

10.29 Reserved.

10.30 Reserved.

#### 10.31 **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.

#### 10.32 **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:

- A. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- B. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- C. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a 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 ICEMA.

#### 10.33 **Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this CONTRACT are the property of ICEMA. These items must be returned to ICEMA within ten (10) days, upon written notification to the HOSPITAL. In the event of a failure to return the documents, ICEMA is entitled to pursue any available legal remedies.

#### 10.34 **Environmental Requirements**

In accordance with County Policy 11-10, 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. Services providers are asked to report on environmentally preferable goods and materials used in the provision of their service to ICEMA.

#### 10.35 **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 VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and co

#### 10.36 **Debarment and Suspension**

The HOSPITAL certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

### 10.37 **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.

### 10.38 **Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code Sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code Section 2204(a), the HOSPITAL certifies that at the time the CONTRACT is signed, the HOSPITAL signing the CONTRACT is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person (as defined in Public Contract Code Section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

HOSPITALS are cautioned that making a false certification may subject the HOSPITAL to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code Section 2205.

### 10.39 **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/Scope of Work by HOSPITAL. The ICEMA Governing Board must approve all amendments to this CONTRACT.

### 10.40 **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.

10.41 Reserved.

### 10.42 **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.

#### 10.43 Disclosure of Criminal and Civil Procedures

ICEMA reserves the right to request the information described herein from the HOSPITAL. 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 termination of CONTRACT.

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 ICEMA. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

HOSPITAL shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this CONTRACT, except for statistical information not identifying any participant. The HOSPITAL shall not use or disclose any identifying information for any other purpose other than carrying out the HOSPITAL's obligations under this CONTRACT, except as may be otherwise required by law. This provision will remain in force even after the termination of the CONTRACT.

10.44 Reserved.

### 11. INDEMNIFICATION AND INSURANCE

#### 11.01 Indemnification

Each Party agrees to indemnify, defend (with counsel reasonably approved by the indemnified Party) and hold harmless the other Party and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the indemnified Party on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The indemnification obligation applies to the Parties' "active" as well as "passive" negligence but does not apply to the Parties' "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

In the event that the ICEMA and/or HOSPITAL are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this CONTRACT, ICEMA and/or HOSPITAL shall indemnify the other to the extent of its comparative fault.

## **11.02 Insurance**

ICEMA and HOSPITAL are authorized self-insured entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through its respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this CONTRACT.

HOSPITAL shall require the carriers of required coverages to waive all rights of subrogation against ICEMA, 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 the ICEMA or San Bernardino County.

## **12. COMPLIANCE**

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

## **13. CONFIDENTIALITY**

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and procedures in effect at the inception of this CONTRACT or that become effective during the term of this CONTRACT, including, but not limited to, facility and professional licensing, and or certification laws and regulations, HIPAA, and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

ICEMA shall maintain the confidentiality of all HOSPITAL Confidential Information to the fullest extent required or allowed by law, including but not limited to California Evidence Code Section 1157; California Civil Code Section 56.10 et seq.; HIPAA; California Evidence Code 1040 and the California Public Records Act. ICEMA will not publish, disseminate or disclose any documents, data sets or other materials that include either individually identifiable health information or information that HOSPITAL has identified as confidential quality assurance information protected under California Evidence Code, Section 1157. ICEMA also agrees not to identify HOSPITAL by name or release any reports or data showing individual HOSPITAL performance unless agreed to by HOSPITAL or required by law.

If ICEMA receives a request, whether by formal subpoena or otherwise, seeking disclosure of any Confidential Information, ICEMA agrees to notify HOSPITAL in writing promptly after receiving the request. ICEMA agrees to cooperate with HOSPITAL in protecting Confidential Information and asserting any immunities or privileges applicable to that information. ICEMA shall refuse to release such Confidential Information and will otherwise assert the information's confidentiality to the extent permitted by law.

For purposes of this CONTRACT, "Confidential Information" means any patient records and other confidential or proprietary information of HOSPITAL furnished to ICEMA, including financial data, personnel records, or other information relating to HOSPITAL's business affairs.

**14. PUBLIC HEALTH AUTHORITY**

ICEMA is a public health authority as that term is defined in 45 CFR 164.501, and is authorized by law to collect and receive protected health information as set forth in 45 CFR 164.512.

**15. 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.

**16. 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 ICEMA. This provision shall not be applicable to services contracts or similar arrangements usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

**17. NO THIRD-PARTY BENEFICIARIES**

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

**18. WAIVER**

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

**19. NOTICES**

Whenever notice is required or desired to be given pursuant to this CONTRACT, such notice shall be in writing, delivered to the person and at the address set forth below. Notice shall be sent by first class mail, postage prepaid. If notice is sent by email or fax, it shall be followed by mailed notice. Notice shall be effective five (5) calendar days from the date of mailing (postmark date). Either Party may designate a different individual or address for the receipt of notice by providing notice to the other Parties of such change(s).

To ICEMA:

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

To HOSPITAL:

CEO  
Hi Desert Medical Center  
6601 White Feather Road  
Joshua Tree, CA 92252

## **20. 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.

IN WITNESS THEREOF, ICEMA and HOSPITAL have executed this CONTRACT to be effective upon the date authorized by the San Bernardino County Board of Supervisors acting as the ICEMA Governing Board.

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

*Curt Hagman*

Curt Hagman, Chairman, Board of Directors

Dated: NOV 15 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell, Secretary

By \_\_\_\_\_



HDMC Holdings, L.L.C. d/b/a  
Hi-Desert Medical Center

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

By *Karen Faulis*  
(Authorized signature - sign in blue ink)

Name Karen Faulis  
(Print or type name of person signing contract)

Title Chief Executive Officer  
(Print or Type)

Dated: 11/2/2022

Address 6601 White Feather Rd.  
Joshua Tree, CA 92252

FOR COUNTY USE ONLY

Approved as to Legal Form

*John Tubbs II*  
John Tubbs II, Deputy County Counsel

Date 11/8/22

Reviewed for Contract Compliance

\_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

\_\_\_\_\_

Daniel Munoz, Interim EMS Administrator

Date \_\_\_\_\_