



**Contract Number**

24-358 A-1

**SAP Number**

N/A

**Inland Counties Emergency Medical Agency**

<b>Department Contract Representative</b>	Daniel Muñoz
<b>Telephone Number</b>	(909) 388-5807
<b>Contractor</b>	St. Mary Medical Center
<b>Contractor Representative</b>	Randall Castillo
<b>Telephone Number</b>	(760) 946-8195
<b>Contract Term</b>	May 5, 2024 – June 30, 2027
<b>Original Contract Amount</b>	\$25,000 annually, with partial year prorated
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	1111702686
<b>Grant Number (if applicable)</b>	

**AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 24-358, as follows:

**WHEREAS**, Inland Counties Emergency Medical Agency (hereinafter referred to as “ICEMA”) and St. Mary Medical Center (hereinafter referred to as “HOSPITAL”) entered into a Revenue Contract with an effective date of May 5, 2024 for the designation of the HOSPITAL as a Level IV Trauma Center based on ICEMA’s Level IV Trauma Center standards.

**WHEREAS**, ICEMA wishes to assure the highest quality of care by directing trauma patients to facilities committed to meeting ICEMA’s Trauma Center standards; and

**WHEREAS**, ICEMA has found that the HOSPITAL now meets ICEMA provisional Level III Trauma Center standards and agrees to change HOSPITAL’s designation from a Level IV Trauma Center to a provisional Level III Trauma Center; and

**WHEREAS**, HOSPITAL is willing to accept designation as a provisional Level III Trauma Center; and

**WHEREAS**, HOSPITAL by virtue of the Parties' execution of this Amendment will be designated by ICEMA as a provisional Level III Trauma Center under the terms of the Amendment;

**NOW, THEREFORE**, effective March 10, 2026, ICEMA and HOSPITAL mutually agree to amend the Contract as follows:

1. Section 1.06 of the Contract is deleted in its entirety and will be replaced with the following:
  - 1.06 **ICEMA Trauma Standards:** The requirements applicable to a Trauma Center designation as established by ICEMA and set forth in the ICEMA Policy and Protocol Manual, the California Health and Safety Code, California Code of Regulations, Title 22, and applicable federal laws and regulations, including but not limited to requirements related to Emergency Medical Services and Trauma care. ICEMA Trauma Standards to the HOSPITAL shall be consistent with the level of Trauma Center designation granted by ICEMA, including provisional designations, and may be updated from time to time pursuant to ICEMA's regulatory authority.
  
2. Section 3.03 of the Contract is amended as follows:
  - 3.03 Failure to comply with applicable American College of Surgeons (ACS) standards consistent with the HOSPITAL's Level III Trauma Center designation, including failure to comply with required verification within the prescribed timeframe, may result in penalty fees up to \$75,000 per fiscal year, as needed and unannounced audits performed by ICEMA, or other corrective actions as determined by ICEMA.
  
3. Section 4.01 of the Contract is deleted in its entirety and will be replaced with the following:
  - 4.01 HOSPITAL shall adhere to State regulations governing provisional Level III Adult Trauma Center requirements as outlined in Title 22 of the California Code of Regulations, ICEMA Trauma Standards, and the terms of this CONTRACT.  
  
HOSPITAL acknowledges that its designation as a provisional Level III Adult Trauma Center is conditional and subject to compliance with all applicable ICEMA requirements and successful verification by the ACS within the timeframe established in this CONTRACT.
  
4. Section 4.04 of the Contract is deleted in its entirety and will be replaced with the following:
  - 4.04 HOSPITAL shall 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 exercised by HOSPITAL, physicians, and professional staff meets or exceeds the standards required of a Level III Adult Trauma Center, notwithstanding the provisional nature of the designation.  
  
HOSPITAL shall implement quality assurance activities and initiate corrective action as necessary in accordance with ICEMA Trauma Standards and Title 22.
  
5. Section 4.28 of the Contract is deleted in its entirety and replaced with the following:
  - 4.28 HOSPITAL shall maintain compliance with Level III ACS Trauma Center standards consistent with the level of ICEMA designation and California Code of Regulations, Title 22.  
  
HOSPITAL shall obtain ACS Level III Trauma Center verification within twenty-four (24) months of the effective date of this Amendment and shall provide written documentation of such verification to ICEMA within 30 days of receipt.

6. Section 4.30 is hereby added to the Contract as follows:

4.30 In the event HOSPITAL fails to obtain ACS Level III Trauma Center verification within twenty-four (24) months of the effective date of this Amendment, ICEMA may, in its sole discretion:

- A. Revoke the provisional Level III designation and revert HOSPITAL to a Level IV Trauma Center designation;
- B. Impose a penalty fee of \$75,000 for failure to comply with ACS verification requirements;
- C. Require submission of a corrective action plan and implement enhanced monitoring; and/or
- D. Terminate this CONTRACT pursuant to Section 8 ("Termination").

The exercise of any remedy under this Section shall not preclude ICEMA from exercising any other rights or remedies available under this CONTRACT or applicable law.

In the event HOSPITAL Obtains ACS Level III Trauma Center Verification within twenty-four (24) months of the effective date of this amendment, and ICEMA determines that HOSPITAL has satisfactorily performed all obligations herein and satisfied the ICEMA Trauma standards, ICEMA will:

- A. Send written notice indicating that all provisional, conditional and temporary terms agreed upon have been completed.
- B. The agreement will now be deemed final complete and conditional status will be converted from provisional to complete.
- C. Provisional terms will become void.

**All other terms and conditions of Contract No. 24-358 remain in full force and effect.**

This Amendment 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 Amendment (whether by facsimile, PDF or other email 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 Amendment upon request.

**IN WITNESS WHEREOF**, ICEMA and HOSPITAL have each caused this Amendment No. 1 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

**ST. MARY MEDICAL CENTER**

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

By ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name Randall Castillo  
*(Print or type name of person signing contract)*

Title Chief Executive Officer  
*(Print or Type)*

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

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

**FOR COUNTY USE ONLY**

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

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

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