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Contract Number 20-536

SAP Number

Inland Counties Emergency Medical Agency

Department Contract Representative	Thomas G. Lynch
Telephone Number	(909) 388-5823
Hospital	Loma Linda University Medical Center
Hospital Representative	Trevor Wright, Chief Operating Officer
Telephone Number	909-558-4000
Contract Term	July 1, 2020 - June 30, 2025
Original Contract Amount	$95,225
Amendment Amount	
Total Contract Amount	$95,225
Cost Center	1110002686

IT IS HEREBY AGREED AS FOLLOWS:

This CONTRACT is entered into by and between **INLAND COUNTIES EMERGENCY MEDICAL AGENCY** (hereinafter referred to as "**ICEMA**") which is the local emergency medical services (EMS) agency for the County of San Bernardino (hereinafter referred to as "**COUNTY**") and **LOMA LINDA UNIVERSITY MEDICAL CENTER** (hereinafter referred to as "**HOSPITAL**"), which maintains an acute care hospital located in San Bernardino County, California. ICEMA and HOSPITAL are hereinafter collectively referred to as the "Parties".

WHEREAS, ICEMA has implemented a Stroke Critical Care System; and,

WHEREAS, ICEMA wishes to assure the highest quality of care by directing stroke patients to facilities committed to meeting Comprehensive Stroke Receiving Center standards; and

WHEREAS, ICEMA has found that the HOSPITAL meets ICEMA Comprehensive Stroke Receiving Center standards; and

WHEREAS, HOSPITAL is willing to accept designation as a Comprehensive Stroke Receiving Center; and

WHEREAS, HOSPITAL by virtue of the Parties' execution of this CONTRACT will be designated by ICEMA as a Comprehensive Stroke Receiving Center under the terms of the CONTRACT;

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

1. DEFINITIONS

1.1 Continuous Quality Improvement (CQI) Program: The multi-disciplinary peer-review committee, comprised of representatives from the Stroke Receiving Centers and other professionals designated by ICEMA, which audits the Stroke Critical Care System, makes recommendations for system improvements, and functions in an advisory capacity on other Stroke Critical Care System issues. Committee members designated by ICEMA may include, but are not limited to, Stroke Receiving 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 EMS providers.

1.2 EMTALA: The Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd).

1.3 HIPAA: The Health Insurance Portability and Accountability Act of 1996, including regulations promulgated thereunder, as amended from time to time.

1.4 Stroke Patient: A person evaluated by EMS field personnel, physician, nursing or other clinical personnel according to the policies and protocols established by ICEMA, as may be amended from time to time, and been found to require Stroke Receiving Center services due to a condition of impaired blood flow to a patient's brain resulting in brain dysfunction, most commonly through vascular occlusion or hemorrhage.

1.5 Stroke Critical Care System: An integrated ICEMA approved prehospital and hospital program that is intended to direct patients with field identified stroke directly to hospitals with specialized capabilities to promptly treat these patients.

1.6 Stroke Receiving Center: A licensed general acute care facility meeting ICEMA approved standards, which has been designated as a Primary, Thrombectomy-Capable or Comprehensive Stroke Center by ICEMA.

1.7 Stroke Receiving Center Services: The customary and appropriate hospital and physician services provided by a Stroke Receiving Center to a stroke patient, which, at a minimum, meet Primary Thrombectomy-Capable or Comprehensive Stroke Center standards.

1.8 Stroke Receiving Center Standards: The standards applicable to stroke critical care receiving center designation as set forth in the attached Exhibit I of this CONTRACT, and ICEMA policies and protocols, as may be amended from time to time.

1.9 Primary Stroke Receiving Center: A hospital that treats acute stroke patients, and identifies patients who may benefit from transfer to a higher level of care when clinically warranted.

1.10 Thrombectomy-Capable Receiving Center: A primary stroke center with the ability to perform mechanical thrombectomy for the ischemic stroke patient when clinically warranted.

1.11 Comprehensive Receiving Center: A hospital with specific abilities to receive diagnose and treat all stroke cases and provide the highest level of care for stroke patients.

2. TERM OF CONTRACT

The term of this CONTRACT is effective July 1, 2020, and expires June 30, 2025, but may be terminated earlier in accordance with provisions of this CONTRACT.

3. FISCAL PROVISIONS

HOSPITAL shall pay ICEMA a fee of $19,045 per year. The fee shall be utilized to offset ICEMA's costs of administering, monitoring and evaluating the Stroke Critical Care System including designation of Primary, Thrombectomy-Capable, or Comprehensive Stroke Centers, Stroke referral centers, prehospital care provider performance, quality improvement programs, field education and medical control protocols including interfacility transfer policies. The fee shall be revaluated 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 10 ("Termination"). 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.

4. HOSPITAL RESPONSIBILITIES

4.1 HOSPITAL shall provide Comprehensive Stroke Receiving Center services to stroke 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 stroke patients will be delivered or diverted to HOSPITAL for care and cannot assure that a minimum number of stroke patients will be delivered to HOSPITAL during the term of this CONTRACT.

4.2 Any transfer of a stroke patient by HOSPITAL must be in accordance with EMTALA, Continuation of Care and other ICEMA approved policies.

4.3 HOSPITAL shall comply with the Comprehensive Stroke Receiving Center standards described in Exhibit I, which is attached and incorporated into this CONTRACT and any subsequent amendments. Any subsequent amendments to the policy will be reviewed by the Stroke CQI Committee.

4.4 HOSPITAL shall monitor compliance with Comprehensive Stroke Receiving Center standards on a regular and ongoing basis. Documentation of such efforts shall be available to ICEMA upon request.

4.5 HOSPITAL shall 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.

4.6 HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities needed to perform the services required under this CONTRACT.

4.7 HOSPITAL shall notify ICEMA, in writing, within three (3) business days of having identified any failure to meet Stroke Receiving Center standards, and take corrective action within a reasonable period of time to correct the failure.

4.8 HOSPITAL shall promptly notify ICEMA of any circumstances that will prevent HOSPITAL from providing Comprehensive Stroke services.

4.9 HOSPITAL shall comply with any ICEMA plan of correction, regarding any identified failure to meet Primary, Thrombectomy-Capable or Comprehensive standards, within reasonable timeframes established by ICEMA.

4.10 HOSPITAL shall 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 stroke patients.

4.11 HOSPITAL shall actively and cooperatively 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.

4.12 HOSPITAL shall enter monthly data directly into the ICEMA approved registry on a quarterly bases due one week after the quarter as requested by ICEMA. HOSPITAL shall, at a minimum, collect and maintain the data specified in the Stroke 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 is regulatory function, and a condition of the HOSPITAL's Primary, Thrombectomy-Capable or Comprehensive Stroke Center designation.

4.13 HOSPITAL shall attend a minimum of two (2) hours of ICEMA Stroke registry training annually.

4.14 HOSPITAL shall conduct and maintain The Joint Commission (TJC), Det Norske Veritas (DNV) or Healthcare Facilities Accreditation Program (HFAP) Primary Stroke Center accreditation every two (2) years.

4.15 HOSPITAL acknowledges and agrees to ICEMA staff participation in the accreditation survey.

4.16 HOSPITAL shall submit the final accreditation report to ICEMA.

4.17 Failure to comply with Section 4 ("Hospital Responsibilities"), Items 4.1 through 4.16, may result in the assessment of a penalty fee of up to $20,000.

5. ICEMA RESPONSIBILITIES

5.1 ICEMA shall meet and consult with HOSPITAL prior to the adoption of any policy or protocol that concerns the administration of the Stroke Critical Care System, or the triage, transport, and treatment of stroke patients.

5.2 ICEMA will provide, or cause to be provided to HOSPITAL and/or the CQI Program, prehospital data related to stroke care.

5.3 ICEMA will strive to optimize the overall effectiveness of the Stroke 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.

6. GENERAL CONTRACT REQUIREMENTS

6.1 Recitals

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

6.2 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.

6.3 Contract Assignability

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

6.4 Contract Exclusivity

This is not an exclusive CONTRACT. ICEMA reserves the right to enter into a CONTRACT with other hospitals for the same or similar services. ICEMA does not guarantee or represent that the HOSPITAL will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this CONTRACT.

6.5 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 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.

6.6 Reserved.

6.7 Change of Address

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

6.8 Choice of Law

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

6.9 Reserved.

6.10 Confidentiality

The Parties shall comply with applicable Federal, State, and local laws, rules, and regulations, and ICEMA policies and protocols 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).

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.

6.11 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 CONTRACT is not available.

6.12 Reserved.

6.13 ICEMA Representative

The EMS Administrator of 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. 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.

6.14 Reserved.

6.15 Debarment and Suspension

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. (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.

6.16 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:

6.16.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

6.16.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

6.16.3 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.

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 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.

6.17 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.

6.18 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.

6.19 Environmental Requirements

In accordance with County Policy 11-08, ICEMA and/or the County 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 and/or the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), HOSPITAL must be able to annually report the County'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.

6.20 Improper Influence

HOSPITAL shall make all reasonable efforts to ensure that no ICEMA and/or County 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.

6.21 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 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.

6.22 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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".

6.27 Reserved.

6.28 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.

6.29 Ownership of Documents

Subject to the confidentiality provisions of Section 6.10 ("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.

6.30 Reserved.

6.31 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.

6.32 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.

6.33 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.

6.34 Release of Information

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

6.35 Representation of 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.

6.36 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.

6.37 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.

6.38 Reserved.

6.39 Reserved.

6.40 Time of the Essence

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

6.41 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. 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, County of San Bernardino, San Bernardino District.

6.42 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 stroke patients to a facility other than the closest Stroke Receiving Center, except as specifically authorized by ICEMA policies or protocols. HOSPITAL and ICEMA shall comply with all applicable federal, state, and local conflict of interest laws and regulations or required by EMTALA.

6.43 Reserved.

6.44 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 and continuing throughout the term of this CONTRACT, 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 and continuing throughout the term of this CONTRACT, 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 and continuing throughout the term of this CONTRACT, 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.

6.45 Copyright

Subject to the confidentiality provisions of Section 6.10 ("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 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.

6.46 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. In addition, the HOSPITAL will be barred from all future solicitations, for a period of at least six (6) months.

6.47 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.

6.48 Reserved.

6.49 Reserved.

6.50 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.

6.51 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.

6.52 Mutual Cooperation

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

6.53 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.

6.54 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.

7. INDEMNIFICATION AND INSURANCE REQUIREMENTS

7.1 Indemnification

The HOSPITAL agrees to defend and hold harmless the ICEMA, it's officers, employees, agents, and volunteers for any and all claims, losses, actions, damages and/or liability arising out of any negligent act or omission of the HOSPITAL, its officers, employees, agents or volunteers while performing its duties under this CONTRACT, including any costs or expenses incurred by the ICEMA, except as prohibited by law.

ICEMA agrees to indemnify and hold harmless the HOSPITAL, its officers, employees, agents and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of ICEMA, its officers, employees, agents or volunteers while performing its duties under this CONTRACT.

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.

7.2 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.

8. 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 stroke patients lacking the ability to pay for services. This provision shall in no way affect ICEMA's obligations, if any, under Section 7 ("Indemnification and Insurance Requirements") of this CONTRACT.

9. RIGHT TO MONITOR AND AUDIT

9.1 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 stroke 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.

9.2 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 is regulatory function, and a condition of the HOSPITAL's Stroke Receiving Center designation.

10. TERMINATION

10.1 Termination without Cause

ICEMA may terminate this CONTRACT without cause upon ninety (90) days written notice to HOSPITAL. HOSPITAL may terminate this CONTRACT without cause upon ninety (90) days written notice to ICEMA.

10.2 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 stroke patients, causing unnecessary risk of mortality and/or morbidity for the stroke 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 Primary, Thrombectomy-Capable, or Comprehensive Stroke Center standards;

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 stroke 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.

10.3 Opportunity to Cure

Except for emergency termination due to immediate risk to the health and safety of the public, prior to the exercise of ICEMA's right to terminate for cause, 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.

11. REPORTS, EVALUATIONS AND RESEARCH STUDIES

HOSPITAL shall, as may be reasonably requested by ICEMA, participate in evaluations and/or research designed to show the effectiveness of the Stroke Critical Care System; and shall submit reports and materials on its Stroke Receiving Center services as reasonably requested by ICEMA. These reports, evaluations and studies shall be used by ICEMA to analyze and generate aggregate statistical reports on the Stroke Critical Care System performance.

12. 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:

To ICEMA:

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

To HOSPITAL:

CEO
Loma Linda University Medical Center
11234 Anderson Street
Loma Linda, CA 92354

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

13. 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.

14. ELECTRONIC SIGNATURE COUNTERPARTS

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 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 CONTRACT upon request.

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

INLAND COUNTIES EMERGENCY MEDICAL AGENCY

►

Curt Hagman, Chairman, Board of Directors

Dated: JUN 23 2020

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 MEDICAL CENTER

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

By ►

(Authorized signature - sign in blue ink)

Name **TREVOR WRIGHT**

(Print or type name of person signing contract)

Title Chief Operating Officer
Loma Linda University Medical Center
11234 Anderson Street
Loma Linda, CA 92354
(Print or Type)

Dated: 6-10-2020

Address

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
John Tubbs II, Deputy County Counsel		Thomas G. Lynch, EMS Administrator
Date 6/15/20	Date	Date 6-15-2020

STROKE CRITICAL CARE SYSTEM DESIGNATION (San Bernardino County Only)

I. PURPOSE

To establish standards for the designation of an acute care hospital as a Stroke Receiving Center.

II. POLICY

Hospital requirements for Inland Counties Emergency Medical Agency (ICEMA) Stroke Receiving Center designation:

- Must be a full service general acute care hospital approved by ICEMA as a 9-1-1 receiving hospital.
- Must have certification as an Acute Ready, Primary, Thrombectomy Capable, or Comprehensive Stroke Center by The Joint Commission (TJC), Healthcare Facilities Accreditation Program (HFAP), or Det Norske Veritas (DNV) and proof of re-certification every two (2) years.
- Must be in compliance with all requirements listed in the California Code of Regulations, Title 22, Division 9, Chapter 7.2, Stroke Critical Care System for the requested level of designation.

III. STAFFING REQUIREMENTS

The hospital will have the following positions filled for all levels of designation prior to becoming a Stroke Receiving Center.

- Medical Directors

  The hospital shall designate two (2) physicians with hospital privileges as co-directors who are responsible for the medical oversight and ongoing performance of the Stroke Receiving Center program. One (1) physician shall be board certified or board eligible by the American Board of Medical Specialties or American Osteopathic Association, neurology or neurosurgery board. The co-director shall be a board certified or board eligible emergency medicine physician.

- Stroke Program Manager

  The hospital shall designate a qualified Stroke Program Manager. This individual is responsible for monitoring and evaluating the care of Stroke patients, the coordination of performance improvement and patient safety programs for the Stroke critical care system in conjunction with the Stroke medical director. The Stroke Program Manager must be trained or certified in critical care nursing or have at least two (2) years dedicated to Stroke patient management experience.

- On-Call Physicians Specialists/Consultants

  On-Call physicians consultants and staff must be promptly available within 30 minutes from notification. A daily roster must include the following on-call physician consultants and staff:

  - Radiologist experienced in neuroradiologic interpretations.

- On-call Neurologist and /or tele-neurology services available twenty-four (24) hours per day; seven (7) days per week.

- Registrar

  To ensure accurate and timely data submission, hospitals must have a dedicated registrar to submit required data elements.

  - Depending on the volume, this position may be shared between specialty cares.

  - Failure to submit data as outline above, may result in probation, suspension, fines or rescission of Stroke Receiving Center Designation.

IV. INTERNAL STROKE RECEIVING CENTER POLICIES

All levels of designation must have internal policies for the following:

- Stroke Team alert response policy upon EMS notification of a "Stroke Alert".
- Rapid assessment of stroke patient by Emergency and Neurology Teams.
- Prioritization of ancillary services including laboratory and pharmacy with notification of "Stroke Alert".
- Arrangement for priority bed availability in Acute Stroke Unit or Intensive Care Unit (ICU) for "Stroke Alert" patients.
- If neurosurgical services are not available in-house, the Stroke Receiving Center must have a rapid transfer agreement in place with a hospital that provides this service. Stroke Receiving Centers must promptly accept rapid transfer requests. Additionally, the Stroke Receiving Center must have a rapid transport agreement in place with an ICEMA approved EMS transport provider for that Exclusive Operation Area (EOA).
- Acknowledgement that stroke patients may **only** be diverted during the times of Internal Disaster in accordance to ICEMA Reference #8050 - Requests for Ambulance Redirection and Hospital Diversion (San Bernardino County Only).
- Emergent thrombolytic and tele-neurology protocol to be used by Neurology, Emergency, Pharmacy and Critical Care Teams.
- An alert/communication system for notification of incoming stroke patients, available 24 hours per day, seven (7) days per week (i.e., in-house paging system).

V. DATA COLLECTION

Designated Stroke Receiving Centers shall report all required data as determined by ICEMA and the Stroke Committee.

VI. CONTINUOUS QUALITY IMPROVEMENT (CQI) PROGRAM

Stroke Receiving Centers shall develop an on-going CQI program which monitors all aspects of treatment and management of stroke patients and identify areas needing improvement. The program must, at a minimum, monitor the following:

- Morbidity and mortality related to procedural complications.

- Review of all transfers.
- Tracking door-to-intervention times and adherence to minimum performance standards.
- Active participation in ICEMA Stroke CQI Committee and Stroke regional peer review process. This will include a review of selected medical records as determined by CQI indicators and presentation of details to peer review committee for adjudication.
- Provide Continuing Education (CE) opportunities twice per year for referral hospitals and EMS field personnel in areas of pathophysiology, assessment, triage and management for stroke patients and report annually to ICEMA.
- Lead public stroke education and illness prevention efforts and report annually to ICEMA.

VII. PERFORMANCE STANDARDS

Designated Stroke Receiving Centers must comply with the California Code of Regulations, Title 22, Division 9, Chapter 7.2, Stroke Critical Care System, ICEMA policies, and the Performance Measures set forth by the accrediting agencies identified in Section II, that exist and may change in the future.

VIII. DESIGNATION LEVELS

- **Acute Stroke Ready Hospital**: A hospital able to provide the minimum level of critical care services for stroke patients in the emergency department, and are paired with one or more hospitals with a higher level of stroke services.
- **Primary Stroke Center:** A hospital that treats acute stroke patients, and identifies patients who may benefit from transfer to a higher level of care when clinically warranted.
- **Thrombectomy-Capable Stroke Center:** A primary stroke center with the availability to perform mechanical thrombectomy for the ischemic stroke patient when clinically warranted.
- **Comprehensive Stroke Center:** A hospital with specific abilities to receive diagnose and treat all stroke cases and provide the highest level of care for stroke patients.

Acute Stroke Ready Hospitals

To be considered for Acute Stroke Ready hospital designation, multiple variables will be taken into consideration and will be determined by the ICEMA Medical Director:

- What are the current needs of the community?
- How will this impact the overall care in the system?
- What is the location of the hospital, is there a prolonged distance to a primary thrombectomy or comprehensive stroke center?

The hospital must meet the following minimum criteria:

- Written transfer agreements.

- Written policies and procedures for emergent stroke services to include written protocols and standardized orders.
- A data-driven, continuous quality improvement process.
- Neuro imaging services (CT or MRI) with interpretation of imaging available 24 hours a day, seven (7) days a week, and 365 days a year.
- Laboratory services to include blood testing, electrocardiography, and x-ray services 24 hours a day, seven (7) days a week and 365 days a year.
- Provide IV thrombolytic treatment.
- A clinical Stroke Team available to see patient (in person or by tele-health) within 20 minutes of arrival to ED.

Primary Stroke Centers

- Stroke diagnosis and treatment capacity 24 hours a day, seven (7) days a week.
- A clinical Stroke Team available to see in person or via telehealth, a patient identified as a potential stroke patient within 15 minutes following patient's arrival.
- Neuro imaging services capability that is available 24 hours a day, seven (7) days a week.
- Two (2) CT scanners and one (1) MRI scanner.
- Neuro imaging initiated within 25 minutes following arrival to ED.
- Laboratory services that are available 24 hours a day, seven (7) days a week.

Thrombectomy Capable Centers (in addition to Primary Stroke Center Requirements)

- The ability to perform mechanical thrombectomy for the treatment of ischemic stroke 24 hours a day, seven (7) days a week.
- Neuro interventionalist.
- Neuro radiologist.
- The ability to perform advanced imaging 24 hours a day, seven (7) days a week.

Comprehensive Centers (in addition to Primary and Thrombectomy Center Requirements)

- Neuro-endovascular diagnostic and therapeutic procedures available 24 hours a day, seven (7) days a week.
- Advanced imaging available 24 hours a day, seven (7) days a week.
- A stroke patient research program.
- A neurosurgical team capable of assessing and treating complex stroke and stroke-like syndromes.

- A written call schedule for attending neurointerventionalist, neurologist, or neurosurgeon providing availability 24 hours a day, seven (7) days a week.

IX. DESIGNATION

ICEMA designation as an Acute Stroke Ready Hospital, Primary, Thrombectomy Capable, or Comprehensive Stroke Center will be determined based on need and volume in the community. Designation will not be determined by current accreditation only; however, Stroke Receiving Centers must be accredited at least at an equivalent designation level being requested.

- The Stroke Receiving Center applicant shall be designated by ICEMA after satisfactory review of written documentation, a potential site survey and completion of an agreement between the hospital and ICEMA.
- Documentation of current certification as an Acute Ready Hospital, Primary Stroke Center Thrombectomy Capable Stroke Center or Comprehensive Stroke Center by TJC, HFAP or DNV.
- Initial designation as a Primary, Thrombectomy, Capable or Comprehensive Stoke Center shall be in accordance with terms outlined in the agreement.
- Failure to comply with the approved agreement, or ICEMA policy may result in probation, suspension, fines or rescission of the Stroke Receiving Center designation.

X. REFERENCE

Number	Name
8050	Requests for Ambulance Redirection and Hospital Diversion (San Bernardino County Only)