

**AGREEMENT BETWEEN STANISLAUS COUNTY EMS AGENCY AND
SUTTER VALLEY HOSPITALS, dba MEMORIAL MEDICAL CENTER, MODESTO
FOR DESIGNATION AS A LEVEL II TRAUMA CENTER**

This Agreement ("Agreement") is made effective, by and between Stanislaus County EMS Agency ("AGENCY") and Sutter Valley Hospitals, a California nonprofit public benefit corporation doing business as Memorial Medical Center ("HOSPITAL"), which maintains an acute care hospital located at 1700 Coffee Rd, Modesto CA 95355-2869.

WHEREAS, AGENCY has implemented a Regional Trauma Care System; and

WHEREAS, The Trauma Care System plan developed by AGENCY has been approved by the California Emergency Medical Services Authority ("EMSA"); and

WHEREAS, Pursuant to the approved plan, AGENCY issued a Request for Proposals (RFP) dated May 1, 2003 for designation as a Level II trauma center, and subsequently received an application for designation from HOSPITAL; and

WHEREAS, AGENCY'S Trauma Center Site Visit Team recommended that HOSPITAL be designated as a Level II trauma center conditional upon development of a work plan for correction problems identified in the review.

NOW, THEREFORE, THE PARTIES, IN CONSIDERATION OF THE MUTUAL CONDITIONS, COVENANTS, AND PROMISES SET FORTH BELOW, AGREE AS FOLLOWS:

1. Term

This Agreement shall begin January 1, 2024, and continue until December 31, 2026, unless earlier terminated pursuant to this Agreement.

2. Designation

- a. AGENCY hereby designates, subject to conditions set forth in Agreement, HOSPITAL as a Level II Trauma Center.
- b. Designation will continue and be contingent on the following:
 - i. Continued ability to meet Level II Trauma Standards as required by CCR, Title 22, Division 9, and The Committee on Trauma American College of Surgeons (ACS).

3. Monitoring Fee

HOSPITAL agrees to pay AGENCY each year, for the term of this Agreement, an amount established by the Stanislaus County Board of Supervisors as an annual trauma system monitoring fee. The fee schedule is located on the AGENCY's web site, <http://www.stanems.com>.

4. Trauma Center Operations

HOSPITAL will provide trauma center services meeting the minimum standards for a Level II Trauma Center as described in AGENCY's Request for Proposals for designation of a Level II Trauma Center, dated May 1, 2003, which is made a part of this Agreement; and as described in HOSPITAL's Proposal for Designation as a Level II Trauma Center, dated June 24, 2003, submitted in response to said Request for Proposals for designation of a Level II Trauma Center which is also made a part of this Agreement; and as described in HOSPITAL's response to AGENCY's request for additional information based on review of said proposal, dated July 15, 2003, which is made a part of this Agreement; and as described in HOSPITAL's Trauma Designation Work plan, dated December 2, 2003, based on recommendations of AGENCY's Trauma Center Site Visit Team, which is also made a part of this Agreement.

HOSPITAL shall notify AGENCY in writing, in advance, when possible, of any change in any of the capabilities or resources, including personnel, described in the HOSPITAL's Proposal. If advance notification is not possible, HOSPITAL shall notify AGENCY immediately upon HOSPITAL having knowledge of any changes in any of the listed capabilities and resources, and in all instances, follow-up written notification shall be required as soon as possible, but no later than ten (10) days from the time that HOSPITAL becomes aware of said changes.

AGENCY shall determine whether the change meets the minimum standards stated in the RFP, or any later standards promulgated pursuant to Section 20. If AGENCY determines that the change does not meet these standards, AGENCY shall so notify HOSPITAL and HOSPITAL shall have thirty (30) days to comply with the standard before AGENCY can declare a breach of the contract under Section 10.a. Where AGENCY determines that a change has resulted in an immediate threat to the public health and safety, AGENCY may declare an immediate breach of the contract.

5. Agency Responsibilities

- a. Provide medical direction to and review of components of the prehospital Trauma System of Care services.
- b. Evaluate protocols, policies, and procedures for the EMS system, in compliance with the California Code of Regulations, Title 22, Division 9, and make appropriate changes as necessary. AGENCY shall notify HOSPITAL Trauma Program Manager when AGENCY desires to adopt, change or modify the protocols, policies and procedures which make up the prehospital Trauma System of Care. Prior to adopting any protocol, policy, and/or procedure or amendment to same, AGENCY shall meet and confer with HOSPITAL about its effect on HOSPITAL.
- c. Maintain an advisory committee to monitor, evaluate and report on the quality of the Trauma System of Care services.
- d. Provide leadership for continuous quality improvement focusing on optimizing the overall effectiveness of the Trauma System of Care and its individual components

through the development of performance measurements and for the system function (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

6. Hospital Responsibilities

- a. Maintain all services and personnel necessary to comply with the standards set forth in the CCR, Title 22, Division 9.
- b. Maintain all services and personnel necessary to comply with the standards set forth in this Agreement and Standards set by the Committee on Trauma American College of Surgeons (ACS) for Level II Trauma Centers, and as subsequently amended or revised.
- c. HOSPITAL shall accept all Trauma patients regardless of patient's ability to pay for medical care or hospitalization. This requirement shall include, but is not limited to, unsponsored or medically indigent patients; patients who are insured under Medicare or Medi-Cal; other third-party insurers; Covered California; or self-insurers.
- d. HOSPITAL shall assure no Trauma patient is transferred to another hospital based in whole or in part on the financial status of a patient or his or her ability to pay for care and services except as provided below:
 - i. Patients who are members of health maintenance organizations or managed care payers will be promptly transferred to a hospital of that organization when such transfer is deemed prudent and medically indicated by the physician in charge of the patient's medical care in consultation with a physician representing the health maintenance organization.
- e. HOSPITAL shall notify the AGENCY, in writing, within twenty-four (24) hours of becoming aware of any failure to meet the Trauma Standards in this Agreement or Standards set by The Committee on Trauma American College of Surgeons for Level II Trauma Centers and take corrective action within a reasonable period of time determined by the AGENCY to correct the failure.
- f. HOSPITAL shall notify AGENCY immediately of any circumstance(s) that will prevent HOSPITAL from providing trauma services.
- g. HOSPITAL shall comply with any AGENCY plan of correction, regarding any identified breach of this Agreement, within a reasonable timeline established by the AGENCY.
- h. 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 trauma patients.
- i. HOSPITAL shall actively and cooperatively participate as a member of the Trauma Advisory Committee (TAC), and such other related committees that may, from time to time, reasonably be named and organized by the AGENCY In cooperation with, and subject to mutual agreement of, HOSPITAL and other Trauma Specialty Centers.
- j. HOSPITAL shall participate in web-based patient outcome reporting in the Agency approved Trauma Registry database.
- k. HOSPITAL shall maintain a current Joint Commission Certification.

- l. HOSPITAL shall have a current Paramedic Base Hospital agreement with AGENCY.
- m. Abide by all pertinent AGENCY EMS Policies and Procedures and to participate in the process by which those policies are created and amended.

7. Financial Responsibility

Except as provided in Section 16 (Indemnification), AGENCY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITAL'S responsibilities under this Agreement, including any costs or expenses incurred by HOSPITAL for services provided to trauma patients lacking the ability to pay for services.

8. Audits and Inspections

With the provision of at least thirty (30) calendar days' written notice and to the extent permitted by law, duly authorized representatives of AGENCY shall have right of access during normal business hours to HOSPITAL's non-privileged files and records relating to the services performed hereunder. AGENCY agrees to treat such files and records as confidential information subject to Section 22 (Confidentiality) of this Agreement and shall not make copies or remove such files or records from HOSPITAL's premises.

9. Entire Agreement; Changes and Amendments

This Agreement and the exhibits and references contained herein fully express all understandings of the parties concerning the matters covered herein. No addition to or alteration of the terms and conditions of this Agreement, and no verbal understanding of the parties, or their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement that is signed by all parties.

10. Termination for Cause

a. By AGENCY

AGENCY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

- i. Any material breach of this Agreement by HOSPITAL.
- ii. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances.
- iii. Any failure to provide timely trauma surgeon coverage for trauma patients, causing unnecessary risk of mortality and/or morbidity for the trauma patient.
- iv. Any failure to make available sufficient personnel and HOSPITAL resources needed to provide the specialty care services required by CaCR, Title 22, Division 9, or ACS.
- v. Gross misrepresentation or fraud.
- vi. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits required to perform HOSPITAL's obligations hereunder.

- vii. Repeated failure to submit specified reports, trauma-related data, or other information required under this Agreement, provided that such submission of data is clearly permitted by law.
- b. By HOSPITAL

HOSPITAL may terminate this Agreement upon written notice to AGENCY, subject to opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

- i. Any material breach of this Agreement by AGENCY

11. Termination without Cause

The AGENCY may terminate this Agreement without cause upon ninety (90) days written notice to HOSPITAL. HOSPITAL may terminate this Agreement without cause upon one hundred eighty (180) days written notice to the AGENCY.

12. Trauma Bypass or Diversion

The AGENCY enforces a "No diversion or bypass" policy for all hospitals within Stanislaus County except for the following unforeseen circumstances:

- a. Internal Disaster
- b. Inoperable CT scan
- c. Inoperative Cardiac Cath Lab
- d. More than 30 minutes is needed to obtain a backup trauma surgeon, neurosurgeon, orthopedist, or anesthesiologist because the primary physician is occupied with another trauma patient or is unavailable (trauma bypass only).
- e. More than 1 hour is needed to identify a second operating room because the primary room is being utilized and another is not readily available (trauma bypass only).
- f. Two or more trauma patients with major injuries are being resuscitated in the trauma room (trauma bypass only).

In the event HOSPITAL meets one of the three criteria above, the AGENCY Duty Officer must be contacted immediately, and an Unusual Occurrence Report (UOR) must be filed with the AGENCY within 24 hours of event.

13. Opportunity to Cure

Prior to the exercise of any right to terminate for cause, the terminating party shall give the other party at least thirty (30) days written notice ("Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction and shall allow the other party the opportunity to cure. The AGENCY may shorten the Correction Period to immediate suspension if the AGENCY determines that HOSPITAL's action or inaction has seriously threatened, or will seriously threaten, public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of the AGENCY, or the AGENCY has not approved a plan of correction within

the Correction Period, the AGENCY may terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to the AGENCY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by the AGENCY.

14. Maintenance of Records

HOSPITAL shall maintain patient care records as required by law. Such records shall be maintained in such a fashion as to be able to separately identify trauma patients from all other patients.

15. Reports, Evaluations and Research Studies

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

16. Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party and its directors, trustees, members, shareholders, partners, officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the negligent or intentional acts or omissions of the indemnifying party or its directors, trustees, members, shareholders, partners, officers, employees or agents.

17. Insurance

- a. HOSPITAL and AGENCY shall provide and maintain the following programs of insurance, as specified in this Agreement. Such insurance may include alternative risk management programs, including self-insurance or a combination of insurance and self-insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.
- b. During the term of this Agreement, HOSPITAL and AGENCY shall each at all times maintain, each at its sole cost and expense, commercial general liability insurance with per occurrence limits of not less than Two Million Dollars (\$2,000,000.00) and annual aggregate limits not less than Four Million Dollars (\$4,000,000.00). HOSPITAL and AGENCY shall each also arrange, each at its sole cost and expense, professional liability insurance, which includes coverage for each of their respective employees having limits of not less than Five Million Dollars (\$5,000,000.00) on a claim made basis and an annual aggregate limit of not less than Fifteen Million Dollars (\$15,000,000.00). The parties acknowledge and agree that physicians and other clinicians are not employees or agents of

HOSPITAL by virtue of being on HOSPITAL's medical staff, and therefore such practitioners are not covered by HOSPITAL's professional liability insurance.

- c. Any policy of insurance that AGENCY or HOSPITAL is required to maintain pursuant to this section shall be reasonably acceptable to the other party provided that any such policy obtained from a company duly licensed to do business in the State of California and having a Standard and Poor's or A.M. Best rating of at least A (or an equivalent or comparable rating from another rating agency) shall be deemed acceptable. AGENCY and HOSPITAL shall each provide to the other evidence of coverage required by this section within thirty (30) days after execution of this Agreement and at least annually thereafter or more frequently upon request.
- d. Each Party shall maintain in full force and effect appropriate workers' compensation protection and unemployment insurance as required by law.

18. Conflicts of Interest

Neither HOSPITAL nor the AGENCY 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 Receiving Facility, except as specifically authorized by AGENCY policies or procedures. HOSPITAL and AGENCY shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

19. Conformance with Rules and Regulations

The parties shall comply with applicable federal, state, and local laws, rules, and regulations; Emergency Medical Services Authority rules, regulations and guidelines; and AGENCY policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement. The covenant required by this section includes, but is not limited to, compliance with facility and professional licensing, and/or certifications laws and regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (EMTALA) (42 U.S.C section 1395dd).

20. Nondiscrimination

HOSPITAL shall comply with all applicable federal, state, and local laws including AGENCY equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical

condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

21. Confidentiality

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. The AGENCY represents that it is a "Health Oversight AGENCY" under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this agreement shall require HOSPITAL to provide or disclose to AGENCY, or anyone else, the following: (1) documents generated solely in anticipation of litigation, (2) privileged documents, and (3) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital. Disclosure of any medical staff document to AGENCY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157 or any other protections. If any disclosure of information contained in a medical staff committee document is sought from the AGENCY by a third party, the AGENCY shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

22. Mutual Cooperation

It is agreed that mutual non-competition among the designated Trauma Receiving Facilities, 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.

23. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by giving the party such notice, or may be served by certified mail, postage prepaid, return receipt requested, or by national overnight delivery service to the following representatives at the addresses cited below:

TO: HOSPITAL	TO: AGENCY
CONTACT NAME: Tracy Roman	CONTACT NAME: Chad R. Braner
TITLE: Chief Executive Officer	TITLE: Director
ADDRESS: 1700 Coffee Road Modesto, CA 95355	ADDRESS: 3705 Oakdale Rd., Modesto, CA 95357

24. Governing Law

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

25. Ownership, Publication, Reproduction and Use of Material

Subject to the confidentiality provision of Section 22 above, AGENCY 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 Agreement. HOSPITAL shall have the right to review and approve, comment on, or reject (i.e., identify as confidential and not subject to disclosure per Section 22 (Confidentiality) of this Agreement) any hospital specific data prior to public dissemination of the data, unless the data is otherwise deemed public information. AGENCY shall acknowledge HOSPITAL's contribution and HOSPITAL shall acknowledge AGENCY's contribution in any materials published or issued as a result of this Agreement unless either AGENCY or HOSPITAL request not to be so acknowledged or identified.

26. 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 the AGENCY. This provision shall not be applicable to service agreements or 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.

27. No Third-Party Beneficiaries

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

28. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

29. Waiver

No delay or failure to require performance of any provision of this Agreement 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.

30. Surviving Obligations

All obligations under this Agreement which are continuing in nature shall survive the termination or conclusion of this Agreement, including but not limited to, the provisions concerning indemnification and confidentiality.

31. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A photocopy, scanned, or electronically signed version of the executed agreement may be used as if it were the original agreement.

32. Execution

By their signatures below, each of the signatories to this Agreement represent that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

**HOSPITAL: SUTTER VALLEY
HOSPITALS dba MEMORIAL
MEDICAL CENTER**

BY: 

NAME: Tracy Roman

TITLE: Chief Executive Officer

DATE: 1/30/24

**AGENCY: STANISLAUS COUNTY EMS
AGENCY**

BY: 

NAME: Chad R. Braner

TITLE: Director

DATE: