



37 which audits the Stroke Critical Care System making recommendations for system  
38 improvements, and functioning in an advisory capacity on other Stroke Critical Care  
39 System issues. Committee members designated by the Agency may include, but are  
40 not limited to, Stanislaus County Accredited Stroke Center medical directors and  
41 program managers, representatives from other local non- Stroke Center hospitals,  
42 Neurologists, emergency medicine sub-specialists, and representatives from ALS First  
43 Response, ground ambulance providers and flight emergency service providers.

44 e. “Primary Stroke Center” (PSC) means a hospital in the Agency’s region designated as  
45 a Stroke Receiving Center. The designated PSC is certified by The Joint Commission  
46 and participates in American Heart Association’s “Get With The Guidelines.”

47 f. “Comprehensive Stroke Center” (CSC) means a hospital with specific abilities to  
48 receive, diagnose and treat all stroke cases and provide the highest level of care for  
49 stroke. The designated CSC is certified by The Joint Commission and participates in  
50 American Heart Association’s Get With The Guidelines”.

51 **2. Term**

52 This Agreement shall begin January 1, 2024, and continue until December 31, 2027,  
53 unless earlier terminated pursuant to this Agreement. If the Agency determines that  
54 Hospital has satisfactorily performed all obligations herein and satisfied the PSC  
55 designation standards, Agency shall have the option to extend the term of this  
56 Agreement for an additional term of three (3) years, upon agreement of Hospital, under  
57 the terms and conditions provided herein.

58 **3. Designation**

59 a. Agency hereby designates, subject to conditions set forth in Stanislaus County EMS  
60 Policy 522.00 (ww.stanems.com), Hospital as a Primary Stroke Receiving Center.

61 b. Designation will continue and be contingent on the following:

62 i. Continued ability to meet PSC standards as required and verified by the  
63 American Heart Association (AHA), The Joint Commission or other  
64 certification mutually agreed upon by the parties.

65 **4. Designation and Monitoring Fee**

66 a. Agency has established an application fee per Stanislaus County Board of  
67 Supervisors approved EMS Fee Schedule (Exhibit A) for hospital(s) desiring to be  
68 designated as a Stroke Receiving Facility.

69 b. HOSPITAL shall pay AGENCY an annual monitoring fee per the approved EMS  
70 Fee Schedule (Exhibit A) for the Stoke Receiving Facility Designation. The fee  
71 shall be used to pay the AGENCY's costs of administering and evaluating the  
72 Stroke Systems of Care. Payments can be made in full by July 31st on a one-time  
73 annual basis or on a quarterly basis in four installments due by the 15th of each of

74 the following months; July, October, January, and April. In the event of the  
75 termination of this Agreement by AGENCY without cause, AGENCY shall return  
76 to HOSPITAL a prorated amount of the annual fee paid by HOSPITAL for that  
77 year. The fee is not otherwise refundable in whole or in part.

78 **5. Agency Responsibilities**

- 79 a. Provide medical direction to and review of components of the prehospital Stroke  
80 Critical Care System.
- 81 b. Evaluate protocols, policies, and procedures for the EMS system, in compliance  
82 with the California Code of Regulations (CCR), Title 22, Division 9, and make  
83 appropriate changes as necessary. Agency shall notify Hospital Stroke Program  
84 Manager when Agency desires to adopt, change or modify the protocols, policies  
85 and procedures which make up the prehospital Stroke Critical Care System. Prior to  
86 adopting any protocol, policy, and/or procedure or amendment to same, Agency  
87 shall meet and confer with Hospital about its effect on Hospital.
- 88 c. Maintain an advisory committee to monitor, evaluate and report on the quality of  
89 Stroke Critical Care System.
- 90 d. Provide leadership for continuous quality improvement focusing on optimizing the  
91 overall effectiveness of the Stroke Critical Care System and its individual  
92 components through the development of performance measurements and for the  
93 system function (both process and outcomes measures) and by utilizing continuous  
94 quality improvement strategies and collaboration with stakeholders.

95 **6. Hospital Responsibilities**

- 96 a. Maintain all services and personnel necessary to comply with the standards set  
97 forth in the CCR, Title 22, Division 9, Chapter 7.2.
- 98 b. Maintain all services and personnel necessary to comply with the standards set  
99 forth in this Agreement and standards set forth in Stanislaus County EMS Agency  
100 Policy 522.00, and as subsequently amended or revised.
- 101 c. Hospital shall accept all Stroke patients regardless of patient's ability to pay for  
102 medical care or hospitalization. This requirement shall include, but is not limited  
103 to, unsponsored or medically indigent patients; patients who are insured under  
104 Medicare or Medi-Cal; other third-party insurers; Covered California; or self-  
105 insurers.
- 106 d. Hospital shall assure no Stroke patient is transferred to another hospital based in  
107 whole or in part on the financial status of a patient or their ability to pay for care  
108 and services except as provided below:
  - 109 i. Patients who are members of health maintenance organizations or managed  
110 care payers will be promptly transferred to a hospital of that organization

111 when such transfer is deemed prudent and medically indicated by the  
112 physician in charge of the patient's medical care in consultation with a  
113 physician representing the health maintenance organization.

114 e. Hospital shall monitor compliance with PSC Standards (Stanislaus County EMS  
115 Policy 522.00) on a regular and ongoing basis. Documentation of such efforts shall  
116 be made available to the Agency upon request.

117 f. Hospital shall notify the Agency, in writing, within twenty-four (24) hours of  
118 becoming aware of any failure to meet the PSC Standards in Stanislaus County  
119 EMS Policy 522.00 and take corrective action within a reasonable period of time  
120 determined by the Agency to correct the failure.

121 g. Hospital shall notify Agency immediately of any circumstance(s) that will prevent  
122 Hospital from providing PSC services.

123 h. Hospital shall comply with any Agency plan of correction, regarding any identified  
124 breach of the PSC Standards in Stanislaus County EMS Policy 522.00, within a  
125 reasonable timeline established by the Agency.

126 i. Hospital shall maintain a designated telephone number to facilitate rapid access to  
127 an on-site physician for consultation with community physicians and other  
128 providers regarding care and transfer of Stroke patients.

129 j. Hospital shall actively and cooperatively participate as a member of the Stroke  
130 Critical Care System Advisory Committee, and such other related committees that  
131 may, from time to time, reasonably be named and organized by the Agency in  
132 cooperation with, and subject to mutual agreement of, Hospital and other  
133 Stanislaus County accredited Stroke Centers.

134 k. Hospital shall participate in web-based patient outcome reporting in the  
135 Coverdell/Stroke Registry and Get With The Guidelines (GWTG), and at a  
136 minimum, collect and maintain the data specified in Stanislaus County EMS Policy  
137 522.00.

138 l. Hospital shall maintain a current Joint Commission PSC Certification.

139 m. Abide by all pertinent Agency EMS Policies and Procedures and to participate in  
140 the process by which those policies are created and amended.

## 141 **7. Financial Responsibility**

142 Except as provided in Section 16 (Indemnification), Agency shall not be liable for any  
143 costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this  
144 Agreement, including any costs or expenses incurred by Hospital for services provided  
145 to Stroke patients lacking the ability to pay for services.

## 146 **8. Audits and Inspections**

147 Agency and its authorized representatives shall be entitled to monitor, assess, and  
148 evaluate Hospital's performance of its obligations under this Agreement. To the extent  
149 permitted by law and applicable regulations, such monitoring, assessments, or evaluations  
150 shall include, but not be limited to, audits, inspection of premises, review of reports,  
151 review of patient records, participation in Hospital committees reviewing of PSC services,  
152 and interviews of Hospital's staff and PSC program participants. At any time during  
153 normal business hours, as often as Agency may deem necessary, and to the extent  
154 permitted by law and applicable regulations, Hospital shall make available to Agency  
155 upon Agency's request, Hospital's records that Agency determines are necessary to  
156 monitor, assess, and evaluate Hospital's performance of its obligations under this  
157 Agreement.

## 158 **9. Entire Agreement; Changes and Amendments**

159 This Agreement and Stanislaus County EMS Policy 522.00 and Exhibit A and references  
160 contained herein fully express all understandings of the parties concerning the matters  
161 covered herein. No addition to or alteration of the terms and conditions of this  
162 Agreement, and no verbal understanding of the parties, or their officers, agents or  
163 employees, shall be valid unless made in the form of a written amendment to this  
164 Agreement that is signed by all parties.

## 165 **10. Termination for Cause**

- 166 a. **By Agency.** Agency may terminate this Agreement upon written notice to Hospital,  
167 subject to Hospital's opportunity to cure as set forth below, upon the occurrence of  
168 any one or more of the following events:
- 169 i. Any material breach of this Agreement by Hospital.
  - 170 ii. Any violation by Hospital of any applicable laws, regulations, or local ordinances.
  - 171 iii. Any failure to meet the Hospital Stroke Care Requirements defined in the  
172 California Health and Safety Codes, Title 22, Division 9 Chapter 7.2, article 4,  
173 section 100270.223.
  - 174 iv. Any failure to make available sufficient personnel and Hospital resources needed to  
175 provide the specialty care services required by Stanislaus County EMS Policy  
176 522.00.
  - 177 v. Gross misrepresentation or fraud.
  - 178 vi. Loss or suspension of licensure as an acute care hospital, loss or suspension of any  
179 existing or future special permits required to perform Hospital's obligations  
180 hereunder.
  - 181 vii. Failure to submit specified reports, Stroke related data, or other information  
182 required under this Agreement, provided that such submission of data is clearly  
183 permitted by law.

184           b. **By Hospital.** Hospital may terminate this Agreement upon written notice to  
185           Agency, subject to opportunity to cure as set forth below, upon the occurrence of  
186           any one or more of the following events:

187           i. Any material breach of this Agreement by Agency

### 188           **11. Termination without Cause**

189           The Agency may terminate this Agreement without cause upon ninety (90) days  
190           written notice to Hospital. Hospital may terminate this Agreement without cause  
191           upon one hundred eighty (180) days written notice to the Agency.

### 192           **12. Bypass or Diversion**

193           a. The Agency enforces a “No diversion or bypass” policy for all hospitals within  
194           Stanislaus County except for the following unforeseen circumstances:

195           i. Internal Disaster

196           ii. Inoperable CT scan

197           b. In the event Hospital meets one of the two criteria above, the Agency Duty Officer  
198           must be contacted immediately, and an Unusual Occurrence Report (UOR) must be  
199           filed with the Agency within 24 hours of event.

### 200           **13. Opportunity to Cure**

201           Prior to the exercise of the Agency’s right to terminate for cause, the terminating party  
202           shall give the other party at least thirty (30) days written notice (“correction period of the  
203           defined term”) specifying in reasonable detail the grounds for termination and all  
204           deficiencies requiring correction and shall allow the other party the opportunity to cure.  
205           The Agency may shorten the Correction Period to immediate suspension if the Agency  
206           determines that Hospital’s action or inaction has seriously threatened, or will seriously  
207           threaten, public health and safety. If Hospital has not remedied each deficiency prior to  
208           the end of the Correction. Period to the satisfaction of the Agency, or the Agency has not  
209           approved a plan of correction within the Correction Period, the Agency may terminate  
210           this Agreement upon written notice to Hospital, specifying the effective date of  
211           termination. No opportunity to cure is required prior to the Agency’s termination of this  
212           Agreement for failure by Hospital to complete any plan of correction imposed by the  
213           Agency.

### 214           **14. Maintenance of Records**

215           Hospital shall maintain patient care records for a period of seven (7) years from the  
216           termination of this Agreement or any legal or equitable claims, if any, have been  
217           resolved, whichever period is longer, or longer if otherwise required under other  
218           provisions of this Agreement. Such records shall be maintained in such a fashion as to  
219           be able to separately identify Stroke patients from all other patients.

220 **15. Reports, Evaluations and Research Studies**

221 Hospital shall, as may be reasonably requested by the Agency, participate in evaluations  
222 and/or research designed to show the effectiveness of the Stroke Care System; and shall  
223 submit reports and materials on Stroke services as reasonably requested by the Agency.  
224 These reports, evaluations and studies shall be used by the Agency to analyze and  
225 generate aggregate statistical reports on the Stroke Care system performance.

226 **16. Indemnification**

227 Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless  
228 the other party (the “Indemnified Party) and its directors, trustees, members,  
229 shareholders, partners, officers, employees and agents from and against any and all  
230 liability, loss, expense (including reasonable attorneys’ fees) or claims for injury or  
231 damages arising out of the performance of this Agreement, but only in proportion to and  
232 to the extent such liability, loss, expense or claim for injury or damages is caused by or  
233 results from the negligent or intentional acts or omissions of the Indemnifying Party or  
234 its directors, trustees, members, shareholders, partners, officers, employees or agents.

235 **17. Insurance**

236 a. Hospital and Agency shall provide and maintain the following programs of  
237 insurance, as specified in this Agreement. Such insurance may include alternative  
238 risk management programs, including self-insurance or a combination of insurance  
239 and self-insurance, provided that such alternative risk management programs  
240 provide protection equivalent to that specified under this Agreement.

241 b. During the term of this Agreement, Hospital and Agency shall each at all times  
242 maintain, each at its sole cost and expense, commercial general liability insurance  
243 with per occurrence limits of not less than Two Million Dollars (\$2,000,000.00) and  
244 annual aggregate limits not less than Four Million Dollars (\$4,000,000.00).  
245 Hospital and Agency shall each also arrange, each at its sole cost and expense,  
246 professional liability insurance, which includes coverage for each of their respective  
247 employees having limits of not less than Five Million Dollars (\$5,000,000.00) on  
248 claims made basis and an annual aggregate limit of not less than Fifteen Million  
249 Dollars (\$15,000,000.00). The parties acknowledge and agree that physicians and  
250 other clinicians are not employees or agents of Hospital by virtue of being on  
251 Hospital’s medical staff, and therefore such practitioners are not covered by  
252 Hospital’s professional liability insurance.

253 c. Any policy of insurance that Agency or Hospital is required to maintain pursuant to  
254 this section shall be reasonably acceptable to the other party provided that any such  
255 policy obtained from a company duly licensed to do business in the State of  
256 California and having a Standard and Poor’s or A.M. Best rating of at least A (or an  
257 equivalent or comparable rating from another rating agency) shall be deemed  
258 acceptable. Agency and Hospital shall each provide to the other evidence of  
259 coverage required by this section within thirty (30) days after execution of this

260 Agreement and at least annually thereafter or more frequently upon request.

261 d. Each Party shall maintain in full force and effect appropriate workers'  
262 compensation protection and unemployment insurance as required by law.

263 **18. Conflicts of Interest**

264 Neither Hospital nor the Agency shall exert any direct or indirect influence that would  
265 cause or contribute to the transport of Stroke patients to a facility other than the closest  
266 Stroke Receiving Facility, except as specifically authorized by Agency policies or  
267 procedures. Hospital and Agency shall comply with all applicable federal, state, and  
268 local conflict of interest laws and regulations.

269 **19. Compliance Obligations**

270 a. Company represents that it read, understands, and shall abide by Kaiser Hospital  
271 Foundation- Modesto Standards of Conduct. The parties to this Agreement shall  
272 comply with Kaiser Hospital Foundation Compliance Program and policies and  
273 procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute, and  
274 the Stark Law. Kaiser Hospital Foundation- Modesto Standards of Conduct,  
275 summary of Compliance Program, and policies and procedures, including a  
276 summary of the Federal False Claims Act and applicable state false claims laws  
277 (collectively "False Claims Laws") with descriptions of penalties and whistleblower  
278 protections pertaining to such laws, are available at: [Compliance link, if available].  
279 Company shall require any employees providing services to Hospital to read the  
280 Standards of Conduct and information concerning Kaiser Hospital Foundation-  
281 Modesto Compliance Program and abide by same. Further, the parties to this  
282 Agreement certify that they shall not violate the Anti-Kickback Statute and Stark  
283 Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in  
284 providing services to Hospital. Hardcopies of any information shall be made  
285 available upon request. Company and any employees, if applicable, shall complete  
286 any training required under [Hospital's Affiliate Name] Compliance Program.

287 b. The parties shall comply with applicable federal, state, and local laws, rules and  
288 regulations, and Agency policies and procedures in effect at the inception of this  
289 Agreement or that become effective during the term of this Agreement, pursuant to  
290 the provisions of this Agreement including, but not limited to, facility and  
291 professional licensing, and/or certifications laws and regulations, the Health  
292 Insurance Portability and Accountability Act (HIPAA) of 1996 [42 U.S.C. section  
293 1320d et seq.], and the Emergency Medical Treatment and Active labor Act  
294 (EMTALA)[42 U.S.C. section 1395dd].

295 **20. Exclusion Lists Screening**

296 Agency certifies that neither it, nor any of its employees, nor any subcontractor providing  
297 services, is currently named as an excluded entity or individual on the "List of Excluded  
298 Individuals/Entities" of the Department of Health and human Services Office of the



299 Inspector General )”OIG List”), the “Excluded Parties List System” of the System for  
300 Award Management (“EP:S”), the “Specially Designated nationals List” (“SDN List”) or  
301 the “Foreign Sanctions Evaders List” (“FSE List”) of the Office of Foreign Assets  
302 Control, or any State debarment of exclusion list, including, but not limited to, the  
303 California Department of health Care Services Medi-Cal Program Suspended and  
304 Ineligible Provider List or any other sanctions list that would make Agency , or any of its  
305 employees or subcontractors ineligible to participate in any federal or state funded  
306 programs (collectively, “Lists”). Agency shall immediately notify Hospital if any point  
307 during the Term Agency, or any of its employees, or any subcontractor providing services  
308 under this Agreement is named as an excluded entity or individual on any of the Lists.

## 309 **21. Nondiscrimination**

310 Hospital shall comply with all applicable federal, state, and local laws including Agency  
311 equal opportunity requirements. Such laws include but are not limited to the following:  
312 Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of  
313 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair  
314 Employment and Housing Act (Government Code sections 12900 et seq.); California  
315 Labor Code sections 1101 and 1102. Hospital will not discriminate against any  
316 subcontractor, employee, or applicant for employment because of age, race, color,  
317 national origin, ancestry, religion, sex/gender, sexual orientation, mental disability,  
318 physical disability, medical condition, political beliefs, organizational affiliations, or  
319 marital status in the recruitment, selection for training including apprenticeship, hiring,  
320 employment, utilization, promotion, layoff, rates of pay other forms of compensation.  
321 Nor will Hospital discriminate in the provision of services provided under this  
322 Agreement because of age, race, color, national origin, ancestry, religion, sex/gender,  
323 sexual orientation, mental disability, physical disability, medical condition, political  
324 beliefs, organizational affiliations, or marital status.

## 325 **22. Confidentiality**

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

341 **23. Mutual Cooperation**

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

348 **24. Notices**

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

353 To Hospital: Aphriekah O Duhaney-West, Sr. Vice President & Area Manager  
354 4601 Dale Rd, Modesto, CA 95356

355 To Agency: Chad Braner, Director, Stanislaus County EMS Agency,  
356 3705 Oakdale Rd, Modesto, CA 95357

357 **25. Governing Law**

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

360 **26. Conformance with Rules and Regulations**

361 Hospital shall comply with Stroke regulations issued by California State Emergency  
362 Medical Services Authority when and as applicable.

363 **27. Ownership, Publication, Reproduction and Use of Material**

364 Subject to the confidentiality provision of Section 21 herein, Agency and Hospital shall  
365 have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright  
366 or patent, in whole or in part, any such reports, studies, data, statistics, forms or other  
367 materials or properties produced under this Agreement. Hospital shall have the right to  
368 review and approve, comment on, or reject (i.e., identify as confidential and not subject  
369 to disclosure per Section 21 (Confidentiality) of this Agreement) any hospital specific  
370 data prior to public dissemination of the data, unless the data is otherwise deemed public  
371 information. Agency shall acknowledge Hospital's contribution and Hospital shall  
372 acknowledge Agency's contribution in any materials published or issued because of this  
373 Agreement unless either Agency or Hospital request not to be so acknowledged or  
374 identified.

375 **28. Assignment**

376 Hospital shall not delegate its duties and responsibilities or assign its rights hereunder, or  
377 both, either in whole or in part, without the prior written consent of the Agency. This  
378 provision shall not be applicable to service agreements or contracts, or similar  
379 arrangements usually and customarily entered into by medical facilities to obtain or  
380 arrange for professional medical services, administrative support, equipment, supplies or  
381 technical support.

382 **29. No Third-Party Beneficiaries**

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

385 **30. Severability**

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

390 **31. Waiver**

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


394 **32. Surviving Obligations**

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


398 *[Signatures on following page]*

399

**Stanislaus County EMS Agency**

By:   
Name: **Chad R. Braner**  
Title: **Executive Director**

**Kaiser Hospital Foundation - Modesto**

By:   
Name: **Aphriekah O Duhaney-West**  
Title: **Sr. Vice President & Area Manager**

400

Date: 5/13/24

Date: 5/7/24

Exhibit A



**Stanislaus County**  
**Emergency Medical Services Agency**

**AGENCY FEE SCHEDULE – Effective July  
1, 2022**

**Specialty Center**

<b>Stroke</b>	
Primary Stroke Center Application	\$5,600.00
Primary Stroke Center Annual Fee	\$64,303.00
Comprehensive Stroke Center Annual Fee	\$66,786.00