

1 **AGREEMENT BETWEEN**  
2 **STANISLAUS COUNTY EMERGENCY MEDICAL SERVICES AGENCY**  
3 **DOCTORS MEDICAL CENTER OF MODESTO**  
4 **FOR DESIGNATION AS AN**  
5 **ST ELEVATION MYOCARDIAL INFARCTION RECEIVING CENTER**  
6

7 This ST Elevation Myocardial Infarction Receiving Center Agreement ("Agreement") is entered  
8 into as of January 1, 2024 (the "Effective Date") by and between Stanislaus County Emergency  
9 Medical Services Agency ("AGENCY") and Doctors Medical Center of Modesto, Inc., a  
10 California corporation, doing business as Doctors Medical Center of Modesto (HOSPITAL)  
11 which maintains an acute care hospital located at 1441 Florida Avenue, Modesto California  
12 95350.

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14 WHEREAS, AGENCY has implemented a STEMI Critical Care System; and,

15  
16 WHEREAS, AGENCY wishes to assure the highest quality of care by directing ST Elevation  
17 Myocardial Infarction (STEMI) patients, as defined below, to facilities committed to meeting  
18 STEMI Receiving Center standards; and

19  
20 WHEREAS, AGENCY has found that HOSPITAL meets AGENCY STEMI Receiving Center  
21 standards; and

22  
23 WHEREAS, HOSPITAL is willing to accept designation as a STEMI Receiving Center; and

24  
25 WHEREAS, HOSPITAL by virtue of the parties' execution of this Agreement, will be  
26 designated  
27 by AGENCY as a STEMI Receiving Center under the terms of the Agreement;

28  
29 NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties  
30 expressed herein, both AGENCY and HOSPITAL do hereby expressly agree as follows:

31  
32 **1. Definitions.** For the purposes of this agreement:

33  
34 A. "STEMI Patient" means a patient with symptoms of myocardial infarction in  
35 association with ST-Segment Elevation in an ECG.

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37 B. "STEMI Critical Care System" means a critical care component of the EMS  
38 system developed by a local EMS agency that links prehospital and hospital care  
39 to deliver treatment to STEMI patients.

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41 C. "Regional STEMI Center Review Committee" means the multi-disciplinary peer-  
42 review committee, comprised of representatives from the STEMI Receiving  
43 Centers, STEMI Referring Hospitals, and other professionals designated by the  
44 AGENCY, which audits the STEMI Critical Care System makes  
45 recommendations for system improvements, and functions in an advisory capacity  
46 on other STEMI Critical Care System issues. Committee members designated by

47 the AGENCY may include, but are not limited to, STEMI Receiving Center  
48 medical directors and program managers, representatives from other local  
49 hospitals, interventional and non-interventional cardiologists, emergency  
50 medicine sub-specialists, and representatives from ground and flight emergency  
51 services providers.

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53 D. "STEMI Receiving Center" or "SRC" means a licensed general acute care facility  
54 that meets the minimum hospital STEMI care requirements to Section  
55 100270.124 of CCR, Title 22, Division 9, Chapter 7.1 and is able to perform PCI.

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57 E. "STEMI Referring Hospital" or "SRH" means a licensed general acute care  
58 facility that meets the minimum hospital STEMI care requirements pursuant to  
59 Section 100270.125 of CCR, Title 22, Division 9, Chapter 7.1.

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61 F. "Percutaneous Coronary Intervention" or "PCI" means a procedure used to open  
62 or widen a narrowed or blocked coronary artery to restore blood flow supplying  
63 the heart, usually done on an emergency basis for a STEMI patient.

64  
65 G. "STEMI Receiving Center Services" means the customary and appropriate  
66 hospital and physician services provided by a STEMI Receiving Center to STEMI  
67 patients, which, at a minimum, meet STEMI Receiving Center Standards.

68  
69 H. "STEMI Information System" means the computer information system maintained by  
70 each STEMI Receiving Center which captures the presentation, diagnostic, treatment  
71 and outcome data sets required by AGENCY and the STEMI Receiving Center  
72 Standards.

73  
74 I. "STEMI Receiving Center Standards" means the standards applicable to STEMI  
75 Receiving Centers set forth in Exhibit B of this agreement, which is the Agency's  
76 EMS STEMI Receiving Center Designation Policy - 520.00.

77  
78 J. "STEMI Alert" is a report from pre-hospital personnel that notifies a STEMI  
79 Receiving Center or STEMI Referring Hospital as early as possible that a patient  
80 has a specific computer-interpreted pre-hospital 12-lead ECG indicating a  
81 STEMI.

82  
83 K. "12 Lead ECG Transmission" is the capability to send data using a variety of  
84 technologies from the pre-hospital environment to a receiving destination or  
85 physician's technology device in order to begin the next level of care to help save  
86 valuable time and tissue.

87  
88 **2. Term.**

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90 This Agreement shall be in effect for the period of January 1, 2024 thru December 31,  
91 2027 (the "Term"), unless earlier terminated pursuant to this Agreement. If the Agency  
92 determines that Hospital has satisfactorily performed all obligations herein and satisfied

93 the PSC designation standards, Agency shall have the option to extend the term of this  
94 Agreement for an additional term of three (3) years, upon agreement of Hospital, under  
95 the terms and conditions provided herein.  
96

97 **3. Fees.**  
98

99 HOSPITAL shall pay AGENCY an annual monitoring fee per the approved EMS Fee  
100 Schedule (Exhibit A) for the STEMI Receiving Center Designation. The fee shall be used  
101 to pay the AGENCY's costs of administering and evaluating the STEMI Critical Care  
102 System. Payments can be made in full by July 31st on a one-time annual basis or on a  
103 quarterly basis in four installments due by the 15th of each of the following months; July,  
104 October, January, and April. In the event of the termination of this Agreement by  
105 AGENCY without cause, AGENCY shall return to HOSPITAL a prorated amount of the  
106 annual fee paid by HOSPITAL for that year. The fee is not otherwise refundable in whole  
107 or in part  
108

109 **4. Obligations of HOSPITAL.**  
110

111 A. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI  
112 Patient that comes to the emergency department of HOSPITAL, regardless of the  
113 STEMI Patient's ability to pay physician fees and/or hospital costs. For the  
114 purpose of this Agreement, the phrase "comes to the emergency department" shall  
115 have the same meaning as set forth in the Emergency Medical Treatment and  
116 Active Labor Act (42 U.S.C. section 1395dd) and the regulations promulgated  
117 thereunder (EMTALA). HOSPITAL acknowledges that AGENCY makes no  
118 representation, and does not guarantee that STEMI Patients will be delivered or  
119 diverted to HOSPITAL for care and cannot assure that a minimum number of  
120 STEMI Patients will be delivered to HOSPITAL during the term of this  
121 Agreement.  
122

123 B. Any transfer of a STEMI Patient by HOSPITAL must be in accordance with  
124 EMTALA.  
125

126 C. HOSPITAL shall meet all regulations, procedures, policies, and protocols as have been  
127 or may be established by AGENCY, including changes that may occur in state law or  
128 regulation and are subsequently adopted by AGENCY during the term of this  
129 agreement. HOSPITAL shall monitor compliance with STEMI Receiving Center  
130 Standards, policy 520.00 (Exhibit B), on a regular and ongoing basis. Documentation  
131 of such efforts shall be made available to the AGENCY upon request.  
132

133 D. Maintain all services and personnel necessary to comply with the standards set  
134 forth in the CCR, Title 22, Division 9, including Chapter 7.1, ST-Elevation  
135 Myocardial Infarction Critical Care System.  
136

- 137 E. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and  
138 other medical staff possessing that degree of learning and skill ordinarily possessed by  
139 medical personnel practicing in the same or similar circumstances.  
140
- 141 F. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities  
142 needed to perform the services required under this Agreement.  
143
- 144 G. HOSPITAL shall notify the AGENCY, in writing with an Agency Unusual  
145 Occurrence Report, within twenty-four (24) hours of any failure to meet STEMI  
146 Receiving Center Standards, and take corrective action within a reasonable period  
147 of time to correct the failure.  
148
- 149 H. HOSPITAL shall immediately notify the AGENCY of any circumstances that will  
150 prevent HOSPITAL from providing STEMI Receiving Center Services.  
151
- 152 I. HOSPITAL shall comply with any AGENCY plan of correction, regarding any  
153 identified failure to meet STEMI Receiving Center Standards, within the timeframes  
154 established by the AGENCY.  
155
- 156 J. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to  
157 an on-site physician for consultation with community physicians and other providers  
158 regarding care and transfer of STEMI Patients.  
159
- 160 K. HOSPITAL shall actively and cooperatively participate as a member of the  
161 AGENCY Regional STEMI Review Committee, and such other related  
162 committees that may, from time to time, be named and organized by the  
163 AGENCY.
- 164 L. HOSPITAL shall maintain a STEMI Information System and submit STEMI  
165 Information System data to AGENCY on a regular basis, as requested by the  
166 AGENCY. HOSPITAL shall, at a minimum, collect and maintain the data  
167 specified in the Title 22, Division 9, Chapter 7.1, Article 5, unless additional data  
168 points are adopted by the Regional STEMI Review Committee.  
169
- 170 M. HOSPITAL shall be accredited with the American College of Cardiology  
171 Accreditation Services, or the American Heart Association (AHA): Mission  
172 Lifeline, whichever accrediting body is mutually agreed upon between the  
173 AGENCY, and the STEMI Regional Committee.  
174
- 175 N. Hospital shall participate as a recipient of 12-Lead ECG transmission from the  
176 pre-hospital environment.  
177

178 **5. Obligations of the AGENCY.**  
179

- 180 A. The AGENCY shall meet and consult with HOSPITAL prior to the adoption  
181 of and policy or procedure that concerns the administration of the STEMI  
182 Critical Care System, or the triage, transport, and treatment of STEMI Patients.  
183

184 B. The AGENCY will provide, or cause to be provided to HOSPITAL and/or the  
185 Regional STEMI Review Committee, pre-hospital system data related to  
186 STEMI care.

187  
188 The AGENCY will strive to optimize the overall effectiveness of the STEMI  
189 Critical Care System and its individual components through the development  
190 of performance.

191  
192 **6. Financial Responsibility.**

193  
194 Except as provided in Section 11 (Indemnification), AGENCY shall not be liable for any  
195 costs or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under  
196 this Agreement, including any costs or expenses incurred by HOSPITAL for services  
197 provided to STEMI Patients lacking the ability to pay for services.

198  
199 **7. Audits and Inspections.**

200  
201 Agency and its authorized representatives shall be entitled to monitor, assess, and  
202 evaluate Hospital's performance of its obligations under this Agreement. To the  
203 extent permitted by law and applicable regulations, such monitoring, assessments,  
204 or evaluations shall include, but not be limited to, audits, inspection of premises,  
205 review of reports, review of patient records, participation in Hospital committees  
206 reviewing of STEMI services, and interviews of Hospital's staff and STEMI  
207 program participants. At any time during normal business hours, as often as  
208 Agency may deem necessary, and to the extent permitted by law and applicable  
209 regulations, Hospital shall make available to Agency upon Agency's request,  
210 Hospital's records that Agency determines are necessary to monitor, assess, and  
211 evaluate Hospital's performance of its obligations under this Agreement.

212  
213 **8. Termination.**

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215 A. Termination without Cause. The AGENCY may terminate this Agreement without  
216 cause upon ninety (90) days written notice to HOSPITAL. HOSPITAL may  
217 terminate this Agreement without cause upon one hundred eighty (180) days  
218 written notice to the AGENCY.

219  
220 B. Termination for Cause by AGENCY. AGENCY may terminate this Agreement  
221 upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as  
222 set forth below, upon the occurrence of any one or more of the following events:

- 223  
224 i. Any material breach of this Agreement by HOSPITAL.  
225  
226 ii. Any violation by HOSPITAL of any applicable laws, regulations, or  
227 local ordinances.  
228  
229 iii. Any failure to provide timely surgical and non-surgical physician  
230 coverage for STEMI Patients, causing unnecessary risk of mortality  
231 and/or morbidity for the STEMI Patient.  
232  
233 iv. Submission by HOSPITAL to the AGENCY reports or information that  
234 HOSPITAL knows or should know are incorrect in any material respect.  
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236 v. Any failure by HOSPITAL to comply with STEMI Receiving Center  
237 Standards.  
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239 vi. Loss or suspension of licensure as an acute care hospital.

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- vii. Loss or suspension of any existing or future special permits (Cardiac Catheterization Lab, Cardiovascular Surgery Service) issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation by the Joint Commission on the Accreditation of Health Care Organizations (JCAHO) or an equivalent accreditation body.
- viii. Loss or suspension of accreditation by American College of Cardiology Accreditation Services or AHA: Mission Lifeline (if accreditation is required by Agency for AHA: Mission Lifeline);
- ix. Any failure to comply with a plan of correction imposed by the AGENCY.
- x. 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 STEMI Patients intended for HOSPITAL.
- xi. Repeated failure to submit specified reports, STEMI information System data, or other information required under this Agreement.

C. Termination for cause 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.

D. Opportunity to Cure. Prior to the exercise of the AGENCY's right to terminate for cause, the AGENCY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. 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.

**9. Maintenance of Records.**

HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify STEMI Patients from all other patients.

**10. 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 STEMI Critical Care System; and shall submit reports and materials on its STEMI 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 STEMI Critical Care System performance.

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## 11. Indemnification.

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified 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.

## 12. 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, 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 claims 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.
- E. HOSPITAL shall name and carry AGENCY as an additional insured on its Commercial General Liability insurance. The policy shall include the AGENCY, its officers, JPA Board, agents, and employees, individually and collectively, as additional insureds. Such coverage for additional insureds shall apply as primary insurance and any other insurance maintained by the AGENCY, its officers, JPA Board, agents, and employees, shall be in excess only and not contributing with insurance provided under HOSPITAL's policies.

## 13. Conflicts of Interest

Neither HOSPITAL nor the AGENCY shall exert any direct or indirect influence that would

354 cause or contribute to the transport of STEMI Patients to a facility other than the closest  
355 STEMI Receiving Center, except as specifically authorized by AGENCY policies or  
356 procedures. HOSPITAL and AGENCY shall comply with all applicable federal, state, and  
357 local conflict of interest laws and regulations.  
358

#### 359 **14. Compliance.**

360  
361 The parties shall comply with applicable federal, state, and local laws, rules and  
362 regulations, and AGENCY policies and procedures in effect at the inception of this  
363 Agreement or that become effective during the term of this Agreement, including, but not  
364 limited to, facility and professional licensing, and or certification laws and regulations,  
365 the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (42 U.S.C.  
366 section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42  
367 U.S.C. section 1395dd).  
368

#### 369 **15. Exclusion Lists Screening.**

370  
371 Agency certifies that neither it, nor any of its employees, nor any subcontractor providing  
372 Services, is currently named as an excluded entity or individual on the "List of Excluded  
373 Individuals/Entities" of the Department of Health and Human Services Office of the Inspector  
374 General ("OIG List"), the "Excluded Parties List System" of the System for Award  
375 Management ("EPLS"), the "Specially Designated Nationals List" ("SDN List") or the "Foreign  
376 Sanctions Evaders List" ("FSE List") of the Office of Foreign Assets Control, or any State  
377 debarment or exclusion list, including, but not limited to, the California Department of Health  
378 Care Services Medi-Cal Program Suspended and Ineligible Provider List or any other sanctions  
379 list that would make Agency, or any of its employees or subcontractors ineligible to participate  
380 in any federal or state funded programs (collectively, "Lists"). Agency shall immediately  
381 notify Hospital if at any point during the Term Agency, or any of its employees, or any  
382 subcontractor providing Services under this Agreement is named as an excluded entity or  
383 individual on any of the Lists.  
384

#### 385 **16. Nondiscrimination.**

386  
387 HOSPITAL shall comply with all applicable federal, state, and local laws and regulations  
388 including AGENCY equal opportunity requirements. Such laws include but are not limited to  
389 the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with  
390 Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California  
391 Fair Employment and Housing Act (Government Code sections 12900 et seq.); California  
392 Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any  
393 subcontractor, employee, or applicant for employment because of age, race, color, national  
394 origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability,  
395 medical condition, political beliefs, organizational affiliations, or marital status in the  
396 recruitment, selection for training including apprenticeship, hiring, employment, utilization,  
397 promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL  
398 discriminate in the provision of services provided under this Agreement because of age, race,  
399 color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability,  
400 physical disability, medical condition, political beliefs, organizational affiliations, or so  
401 marital status.  
402

#### 403 **17. Confidentiality.**

404  
405 The parties agree to maintain the confidentiality of all patient information and records obtained  
406 in the course of providing services under this Agreement, in accordance with all applicable  
407 federal and state statutes and regulations and local ordinances. Such information shall be  
408 divulged only as provided by law. The AGENCY represents that it is a "Health Oversight  
409 Agency" under HIPAA and, therefore, a Business Associate Agreement is not necessary.  
410 Nothing in this Agreement shall require HOSPITAL to provide or disclose to AGENCY, or



411 anyone else, the following: (a) documents generated solely in anticipation of litigation, and (b)  
412 privileged documents, and (c) documents by, or for the use of, any medical staff committee  
413 having the responsibility of evaluation and improvement of the quality of care rendered in the  
414 hospital. Disclosure of any medical staff document to AGENCY shall not constitute a waiver  
415 by HOSPITAL of the protections afforded by California Evidence Code Section 1157 or any  
416 other protections. If any disclosure of information contained in a medical staff committee  
417 document is sought from the AGENCY by a third party, the AGENCY shall notify  
418 HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.  
419

420 **18. Mutual Cooperation.**

421  
422 It is agreed that mutual non-competition among the designated STEMI Receiving Centers, as  
423 well as their associated helicopter services, is vital to providing optimal medical care under the  
424 STEMI Critical Care System. In furtherance of such cooperation, HOSPITAL agrees to  
425 provide access to the helipad, if any, located at HOSPITAL to all helicopter services, to the  
426 extent necessary to triage and/or transport STEMI Patients to HOSPITAL. HOSPITAL will  
427 not charge helicopter services for such landing privileges.  
428

429 **19. Notices.**

430  
431 Any notice or notices required or permitted to be given pursuant to this Agreement may be  
432 personally served on the other party by giving the party such notice, or may be served by  
433 certified mail, postage prepaid, return receipt requested, or by national overnight delivery  
434 service to the following representatives at the addresses cited below:  
435

436 To HOSPITAL: Jay Krishnaswamy, P r e s i d e n t a n d Chief Executive Officer,  
437 Doctors Medical Center, 1441 Florida Ave, Modesto, CA 95350  
438

439 To AGENCY: Chad Braner, EMS Director, Stanislaus County EMS Agency, 3705  
440 Oakdale Rd, Modesto CA 95357  
441

442 **20. Governing Law.**

443  
444 This Agreement has been executed and delivered in, and will be construed and enforced in  
445 accordance with, the laws of the State of California.  
446

447 **21. Assignment.**

448  
449 HOSPITAL shall not delegate its duties and responsibilities or assign its rights hereunder,  
450 or both, either in whole or in part, without the prior written consent of the AGENCY.  
451 This provision shall not be applicable to services agreements or contracts or similar  
452 arrangements usually and customarily entered into by medical facilities to obtain or  
453 arrange for professional medical services, administrative support, equipment, supplies or  
454 technical support.  
455

456 **22. No Third-Party Beneficiaries.**

457  
458 The parties do not intend to confer and this Agreement shall not be construed to confer any  
459 rights to any person, group, corporation, or entity other than the parties.  
460

461 **23. Entire Agreement; Changes and Amendments.**

462  
463 This Agreement and the exhibits and references contained herein fully express all  
464 understandings of the parties concerning the matters covered herein. No addition to or  
465 alteration of the terms and conditions of this Agreement, and no verbal understanding of  
466 the parties, or their officers, agents or employees, shall be valid unless made in the form

467 of a written amendment to this Agreement that is signed by all parties.  
468

469  
470 **24. Severability.**  
471

472 If any provision of this Agreement Is found by a court of competent jurisdiction to be  
473 void, invalid or unenforceable, the same will either be reformed to comply with  
474 applicable law or stricken if not so conformable, so as not to affect the validity or  
475 enforceability of this Agreement.  
476

477 **25. Waiver.**  
478

479 No delay or failure to require performance of any provision of this Agreement shall  
480 constitute a waiver of that provision as to that or any other instance. Any waiver granted  
481 by a party must be in writing, and shall apply to the specific Instance expressly stated.  
482

483 **26. Surviving Obligations.**  
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485 All obligations under this Agreement which are continuing in nature shall survive the  
486 termination or conclusion of this Agreement, including but not limited to, the provisions  
487 concerning indemnification and confidentiality.  
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*[Signatures on following page]*

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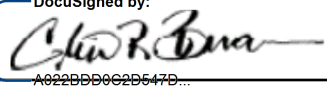
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have caused their authorized representatives to execute this Agreement on behalf of:

**Signed:**

STANISLAUS COUNTY EMS AGENCY

DOCTORS MEDICAL CENTER OF  
MODESTO, INC d/b/a DOCTORS  
MEDICAL CENTER

by  2/29/2024 | 3:32 PM CST  
Chad Braner  
EMS Director  
Date

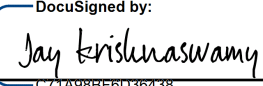
by  2/29/2024 | 3:55 PM CST  
Jay Krishnaswamy  
President and Chief Executive Officer  
Date

Exhibit A

## Stanislaus County Emergency Medical Services Agency

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

#### Specialty Center

Trauma	
Level I Application	\$28,000.00
Level II Application	\$28,000.00
Level I Annual Fee	\$200,524.00
Level II Annual Fee	\$178,486.00

STEMI	
Receiving Center Application	\$5,600.00
Receiving Center Annual Fee	\$48,514.00

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

Exhibit B



**Stanislaus County  
Emergency Medical Services Agency**

**Policy Number: 520.00**

**Title: STEMI RECEIVING CENTER DESIGNATION**

**REVIEW DATE: 9/1/2020**

**EFFECTIVE DATE: 9/1/2015**

**EMS STEMI RECEIVING CENTER DESIGNATION**

**I. AUTHORITY**

Division 2.5, California Health and Safety Code, Sections 1797.67, 1798, 1798.101, 1798.105, and 1798.170

**II. DEFINITIONS**

- A. **Percutaneous Coronary Intervention (PCI)** - refers to a procedure, commonly referred to as angioplasty, which is used to open narrowed or blocked coronary arteries.
- B. **STEMI** - means an acute myocardial infarction that generates a specific type of ST-segment elevation on a 12-lead ECG.
- C. **STEMI Alert** - is a report from Pre-hospital personnel that notifies a STEMI Receiving Center or STEMI Referral Hospital as early as possible that a patient has a STEMI, allowing the hospital to initiate internal procedures to provide appropriate and rapid treatment.
- D. **STEMI Receiving Center (SRC)** - is a hospital in the Stanislaus County EMS Agency region that has an interventional cardiology catheterization lab licensed by the Department of Health Services which provides emergent primary interventional cardiac catheterization services 24 hours a day, 7 days a week, 365 days a year, with an established quality assurance program and a written commitment by the hospital administration supporting the center's interventional cardiology mission for STEMI patients
- E. **STEMI Referral Hospital (SRH)** - is any hospital in the Stanislaus County EMS Agency region that lacks the availability or continuous availability of 24/7/365 primary PCI. These hospitals have the ability to administer thrombolytics to a STEMI patient. These hospitals will also have written transfer policies for STEMI patients to STEMI Receiving Centers.

**III. PURPOSE**

To define requirements for designation as a STEMI Receiving Center (SRC) within the Stanislaus County EMS Agency region for patients transported by ambulance via the 911 system with ST-Elevation Myocardial Infarction (STEMI) who may benefit by rapid assessment and percutaneous coronary intervention (PCI).

**IV. POLICY**

- A. To be designated as an SRC in the Stanislaus County EMS Agency region; a hospital must meet the following requirements:
  - 1. Possess current California licensure as an acute care facility providing Basic Emergency Medical Services.
  - 2. Hold current status as a Base Hospital in the Stanislaus County EMS Agency region.
  - 3. Enter into a written agreement with the Stanislaus County EMS Agency identifying SRC and

Stanislaus County EMS Agency roles and responsibilities.

4. Agree to accept all EMS patients meeting STEMI patient triage criteria and all “STEMI Alert” patients transferred from other hospitals within the Stanislaus County EMS Region and provide a plan for the triage and treatment of simultaneously presenting STEMI patients regardless of ICU/CCU or ED saturation status.
5. Meet STEMI Receiving Center Designation Requirements as defined in the Stanislaus County EMS Agency STEMI Receiving Center Designation Criteria Application and Evaluation Matrix. The criteria include:
  - a. Hospital Services Including:
    - i. Special permit for cardiac catheterization laboratory pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations.
    - ii. Intra-aortic balloon pump capability with necessary staff available 24 hours a day 7 days a week 365 days a year.
    - iii. California permit for cardiovascular surgery or a written plan for emergency transport to a facility with cardiovascular surgery available with timely (within 1 hour) transfer steps and agreements.
    - iv. Continuous availability of PCI resources 24 hours a day 7 days a week 365 days a year.
    - v. Recorded Med-net radio or recorded phone line available 24 hours a day 7 days a week 365 days a year to be used for pre-hospital communication regarding “STEMI Alert” patients and for notifications of “STEMI Alert” transfers from other hospitals.
  - b. Hospital Personnel Including:
    - i. STEMI Receiving Center Medical Director who must be board-certified in Internal Medicine with a sub-specialty in cardiovascular disease.
    - ii. STEMI Receiving Center Program Manager who must be an RN.
    - iii. Cardiac Catheterization Lab Manager/Coordinator who must be an RN if not directly reporting to the STEMI Receiving Center Program Manager
    - iv. A daily roster of interventional cardiologists who must:
      - a) Be available and present in the SRC within 30 minutes of the activation of the SRC’s internal STEMI/PCI system
      - b) Have privileges in percutaneous coronary interventions (PCI).
    - v. A daily roster of cardiovascular surgeons who must be available and present in the SRC within 30 minutes of documented request, or SRC’s without cardiovascular surgery capability shall have written transfer guidelines and a plan for emergency transfer within 1 hour if medically necessary.

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page 2 of 4**c. Clinical Requirements Including:**

- i. ACC/AHA guidelines for activity levels of facilities and practitioners for both primary PCI and total PCI events are adopted herein and may require periodic updating:
  - a) Interventionalist shall perform a minimum of 11 primary (emergency) PCI procedures and 75 total (emergency plus elective) procedures per year.
  - b) SRC shall perform a minimum of 36 primary (emergency) PCI procedures and 200 total (emergency plus elective) PCI procedures annually.
- ii. Performance and outcome measures will be assessed initially in the survey process and will be monitored closely on an ongoing basis.

**d. SRC Internal Hospital Policies/Plans**

- i. Base Hospital STEMI medical control and quality improvement plan
- ii. ED STEMI patient management plan
- iii. Cardiac Interventionalist activation plan
- iv. Cardiac Catheterization Lab team activation plan
- v. STEMI contingency plans for personnel and equipment
- vi. Coronary angiography policy
- vii. PCI and use of Fibrinolytic policy
- viii. Interfacility transfer STEMI policies/protocols
- ix. Transfer agreements for cardiac surgery, as appropriate
- x. STEMI patient triage

**e. Performance Improvement Program for EMS Patients including:**

- i. Participation in Stanislaus County EMS SRC QI Committee, whose membership includes:
  - a) EMS Medical Director
  - b) EMS Quality Improvement Coordinator
  - c) Designated Cardiologist from each SRC
  - d) Designated quality improvement representative from each SRC

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- ii. Meetings to be held on a quarterly basis and in accordance with California Evidence Code 1157(Regarding Confidentiality).
    - a) *The proceedings and records of this committee are confidential and are protected under section 1157 and 1157.5 of the Evidence Code, State of California. Members and invited guests of the SRC QI Committee are required to sign a Confidentiality Agreement, which is maintained on file at the EMS agency, as a condition of attendance.*
  - iii. Written internal quality improvement plan/program description for STEMI patients shall include appropriate evidence of an internal review process that includes:
    - a) Mortality Rate (within 30 days, related to procedure regardless of mechanism)
    - b) Emergency CABG rate (result of procedure failure or complication)
    - c) Vascular complications (access site, transfusion, or operative intervention required)
    - d) Cerebrovascular accident rate (peri-procedure)
    - e) Sentinel event, system and organization issue review and resolution processes
  - iv. Participation in Prehospital STEMI related educational activities
  - f. Data Collection, Submission and Analysis
    - i. Participation in National Cardiac Data Registry
    - ii. Participation in Stanislaus County EMS Agency data collection as defined by Data Requirements for STEMI Centers.
    - iii. Participation in receiving 12 lead transmissions from EMS System ambulance providers
- B. Designation**
1. The STEMI Site Review Team, which reviews the written proposal and conducts site visits, will include an interventional cardiologist, emergency physician, nurse coordinator, and/or hospital administrator(s), EMS agency administrator(s), and/or similar experts as necessary.
  2. Based on the recommendation(s) of the STEMI Site Review Team, the Stanislaus County EMS Agency will designate the STEMI center(s).
  3. SRC designation shall be awarded to a hospital following satisfactory review of written documentation and initial site visit and an agreement between the hospital and Stanislaus County EMS Agency.
  4. SRC designation shall be for a period of 2 years initially, then every three years thereafter, contingent on satisfactory reviews and payment of appropriate fees.



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5. Basis for loss of designation
  - a. Inability to meet and maintain STEMI Receiving Center Designation Criteria
  - b. Failure to provided required data
  - c. Failure to participate in STEMI system QI activities
  - d. Other criteria defined and reviewed by the SRC QI Committee