



49 issues. Committee members designated by the Agency may include, but  
50 are not limited to, Stanislaus County Accredited Stroke Center medical  
51 directors and program managers, representatives from other local non-  
52 Stroke Center hospitals, Neurologists, emergency medicine sub-  
53 specialists, and representatives from ALS First Response, ground  
54 ambulance providers and flight emergency service providers.  
55

- 56 d. "Comprehensive Stroke Center" (CSC) means a hospital with specific  
57 abilities to receive, diagnose and treat all stroke cases and provide the  
58 highest level of care for stroke.  
59

60 **2. Term**

61  
62 This Agreement shall begin January 1, 2024 and continue until December 31,  
63 2027, unless earlier terminated pursuant to this Agreement. If the Agency  
64 determines that Hospital has satisfactorily performed all obligations herein and  
65 satisfied the CSC designation standards, Agency shall have the option to extend  
66 the term of this Agreement for an additional term of three (3) years, upon  
67 agreement of Hospital, under the terms and conditions provided herein.  
68

69 **3. Designation**

- 70  
71 a. Agency hereby designates, subject to conditions set forth in Stanislaus  
72 County EMS Policy 522.00 ([www.stanems.com](http://www.stanems.com)), Hospital as a  
73 Comprehensive Stroke Receiving Center.  
74  
75 b. Designation will continue and be contingent on the following:  
76  
77 i. Continued ability to meet CSC standards as required and verified  
78 by the American Heart Association (AHA), The Joint Commission  
79 or other certification mutually agreed upon by the parties.  
80

81 **4. Designation and Monitoring Fee**

- 82  
83 a. Agency has established an application fee per Stanislaus County Board of  
84 Supervisors approved EMS Fee Schedule (Exhibit A) for hospital(s)  
85 desiring to be designated as a Stroke Receiving Facility  
86  
87 b. HOSPITAL shall pay AGENCY an annual monitoring fee per the  
88 approved EMS Fee Schedule (Exhibit A) for the Stoke Receiving Facility  
89 Designation. The fee shall be used to pay the AGENCY's costs of  
90 administering and evaluating the Stroke Systems of Care. Payments can be  
91 made in full by July 31st on a one-time annual basis or on a quarterly basis  
92 in four installments due by the 15th of each of the following months: July,  
93 October, January, and April. In the event of the termination of this  
94 Agreement by AGENCY without cause, AGENCY shall return to  
95 HOSPITAL a prorated amount of the annual fee paid by HOSPITAL for  
96 that year. The fee is not otherwise refundable in whole or in part.

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**5. Agency Responsibilities**

- a. Provide medical direction to and review of components of the prehospital Stroke Critical Care System.
- b. Evaluate protocols, policies, and procedures for the EMS system, in compliance with the California Code of Regulations (CCR), Title 22, Division 9, and make appropriate changes as necessary. Agency shall notify Hospital Stroke Program Manager when Agency desires to adopt, change or modify the protocols, policies and procedures which make up the prehospital Stroke Critical Care System. 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 Stroke Critical Care System.
- d. Provide leadership for continuous quality improvement focusing on optimizing the overall effectiveness of the Stroke Critical Care System and its individual components through the development of performance measurements and for the system function (both process and outcomes measures) and by utilizing 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, Chapter 7.2.
- b. Maintain all services and personnel necessary to comply with the standards set forth in this Agreement and standards set forth Stanislaus County EMS Agency Policy 522.00, and as subsequently amended or revised.
- c. Hospital shall accept all Stroke 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 Stroke patient is transferred to another hospital based in whole or in part on the financial status of a patient or their 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

- 145 medically indicated by the physician in charge of the patient's  
146 medical care in consultation with a physician representing the  
147 health maintenance organization.  
148
- 149 e. Hospital shall monitor compliance with CSC Standards (Stanislaus County  
150 EMS Policy 522.00) on a regular and ongoing basis. Documentation of  
151 such efforts shall be made available to the Agency upon request.  
152
  - 153 f. Hospital shall notify the Agency, in writing, within twenty-four (24) hours  
154 of becoming aware of any failure to meet the CSC Standards in Stanislaus  
155 County EMS Policy 522.00 and take corrective action within a reasonable  
156 period of time determined by the Agency to correct the failure.  
157
  - 158 g. Hospital shall notify Agency immediately of any circumstance(s) that will  
159 prevent Hospital from providing CSC services.  
160
  - 161 h. Hospital shall comply with any Agency plan of correction, regarding any  
162 identified breach of the CSC Standards in Stanislaus County EMS Policy  
163 522.00, within a reasonable timeline established by the Agency.  
164
  - 165 i. Hospital shall maintain a designated telephone number to facilitate rapid  
166 access to an on-site physician for consultation with community physicians  
167 and other providers regarding care and transfer of Stroke patients.  
168
  - 169 j. Hospital shall actively and cooperatively participate as a member of the  
170 Stroke Critical Care System Advisory Committee, and such other related  
171 committees that may, from time to time, reasonably be named and  
172 organized by the Agency in cooperation with, and subject to mutual  
173 agreement of, Hospital and other Stanislaus County accredited Stroke  
174 Centers.  
175
  - 176 k. Hospital shall participate in web-based patient outcome reporting in the  
177 Coverdell/Stroke Registry and Get With The Guidelines (GWTG), and at  
178 a minimum, collect and maintain the data specified in Stanislaus County  
179 EMS Policy 522.00.  
180
  - 181 l. Hospital shall maintain a current Joint Commission CSC Certification.  
182
  - 183 m. Abide by all pertinent Agency EMS Policies and Procedures and to  
184 participate in the process by which those policies are created and  
185 amended.  
186

## 187 **7. Financial Responsibility**

188  
189 Except as provided in Section 16 (Indemnification), Agency shall not be liable for  
190 any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities  
191 under this Agreement, including any costs or expenses incurred by Hospital for  
192 services provided to Stroke patients lacking the ability to pay for services.

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**8. Audits and Inspections**

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

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

This Agreement and Stanislaus County EMS Policy 522.00 and Exhibit A 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 Hospitals 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 meet the Hospital Stroke Care Requirements defined in the California Health and Safety Codes, Title 22, Division 9 Chapter 7.2, article 4, section 100270.223
  - iv. Any failure to make available sufficient personnel and Hospital resources needed to provide the specialty care services required by Stanislaus County EMS Policy 522.00.
  - 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. Failure to submit specified reports, Stroke related data, or other information required under this Agreement, provided that such submission of data is clearly permitted by law.

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

243  
244           i. Any material breach of this Agreement by Agency  
245

246 **11. Termination without Cause**

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248           The Agency may terminate this Agreement without cause upon ninety (90) days  
249 written notice to Hospital. Hospital may terminate this Agreement without cause  
250 upon one hundred eighty (180) days written notice to the Agency.  
251

252 **12. Bypass or Diversion**

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

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258           i. Internal Disaster  
259           ii. Inoperable CT scan  
260

261           b. In the event Hospital meets one of the two criteria above, the Agency Duty  
262 Officer must be contacted immediately, and an Unusual Occurrence  
263 Report (UOR) must be filed with the Agency within 24 hours of event.  
264

265 **13. Opportunity to Cure**

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267           Prior to the exercise of the Agency’s right to terminate for cause, the terminating  
268 party shall give the other party at least thirty (30) days written notice (“correction  
269 period of the defined term”) specifying in reasonable detail the grounds for  
270 termination and all deficiencies requiring correction and shall allow the other  
271 party the opportunity to cure. The Agency may shorten the Correction Period to  
272 immediate suspension if the Agency determines that Hospital’s action or inaction  
273 has seriously threatened, or will seriously threaten, public health and safety. If  
274 Hospital has not remedied each deficiency prior to the end of the Correction  
275 Period to the satisfaction of the Agency, or the Agency has not approved a plan of  
276 correction within the Correction Period, the Agency may terminate this  
277 Agreement upon written notice to Hospital, specifying the effective date of  
278 termination. No opportunity to cure is required prior to the Agency’s termination  
279 of this Agreement for failure by Hospital to complete any plan of correction  
280 imposed by the Agency.  
281

282 **14. Maintenance of Records**

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284           Hospital shall maintain patient care records for a period of seven (7) years from  
285 the termination of this Agreement or any legal or equitable claims, if any, have  
286 been resolved, whichever period is longer, or longer if otherwise required under

287 other provisions of this Agreement. Such records shall be maintained in such a  
288 fashion as to be able to separately identify Stroke patients from all other patients.

289

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

291

292 Hospital shall, as may be reasonably requested by the Agency, participate in  
293 evaluations and/or research designed to show the effectiveness of the Stroke Care  
294 System; and shall submit reports and materials on Stroke services as reasonably  
295 requested by the Agency. These reports, evaluations and studies shall be used by  
296 the Agency to analyze and generate aggregate statistical reports on the Stroke  
297 Care system performance.

298

299 **16. Indemnification**

300

301 Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold  
302 harmless the other party (the “Indemnified Party) and its directors, trustees,  
303 members, shareholders, partners, officers, employees and agents from and against  
304 any and all liability, loss, expense (including reasonable attorneys’ fees) or claims  
305 for injury or damages arising out of the performance of this Agreement, but only  
306 in proportion to and to the extent such liability, loss, expense or claim for injury  
307 or damages is caused by or results from the negligent or intentional acts or  
308 omissions of the Indemnifying Party or its directors, trustees, members,  
309 shareholders, partners, officers, employees or agents.

310

311 **17. Insurance**

312

- 313 a. Hospital and Agency shall provide and maintain the following programs  
314 of insurance, as specified in this Agreement. Such insurance may include  
315 alternative risk management programs, including self-insurance or a  
316 combination of insurance and self-insurance, provided that such  
317 alternative risk management programs provide protection equivalent to  
318 that specified under this Agreement.
- 319
- 320 b. During the term of this Agreement, Hospital and Agency shall each at all  
321 times maintain, each at its sole cost and expense, commercial general  
322 liability insurance with per occurrence limits of not less than Two Million  
323 Dollars (\$2,000,000.00) and annual aggregate limits not less than Four  
324 Million Dollars (\$4,000,000.00). Hospital and Agency shall each also  
325 arrange, each at its sole cost and expense, professional liability insurance,  
326 which includes coverage for each of their respective employees having  
327 limits of not less than Five Million Dollars (\$5,000,000.00) on claims  
328 made basis and an annual aggregate limit of not less than Fifteen Million  
329 Dollars (\$15,000,000.00). The parties acknowledge and agree that  
330 physicians and other clinicians are not employees or agents of Hospital by  
331 virtue of being on Hospital’s medical staff, and therefore such  
332 practitioners are not covered by Hospital’s professional liability insurance.

333

- 334 c. Any policy of insurance that Agency or Hospital is required to maintain  
335 pursuant to this section shall be reasonably acceptable to the other party  
336 provided that any such policy obtained from a company duly licensed to  
337 do business in the State of California and having a Standard and Poor's or  
338 A.M. Best rating of at least A (or an equivalent or comparable rating from  
339 another rating agency) shall be deemed acceptable. Agency and Hospital  
340 shall each provide to the other evidence of coverage required by this  
341 section within thirty (30) days after execution of this Agreement and at  
342 least annually thereafter or more frequently upon request.  
343
- 344 d. Each Party shall maintain in full force and effect appropriate workers'  
345 compensation protection and unemployment insurance as required by law.  
346

347 **18. Conflicts of Interest**

348 Neither Hospital nor the Agency shall exert any direct or indirect influence that  
349 would cause or contribute to the transport of Stroke patients to a facility other  
350 than the closest Stroke Receiving Facility, except as specifically authorized by  
351 Agency policies or procedures. Hospital and Agency shall comply with all  
352 applicable federal, state, and local conflict of interest laws and regulations.  
353  
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355 **19. Compliance Obligations**

356 Company represents that it read, understands, and shall abide by Tenet's  
357 Standards of Conduct. The parties to this Agreement shall comply with Tenet's  
358 Compliance Program and Tenet's policies and procedures related to the Deficit  
359 Reduction Act of 2005, Anti-Kickback Statute, and the Stark Law. Tenet's  
360 Standards of Conduct, summary of Compliance Program, and policies and  
361 procedures, including a summary of the Federal False Claims Act and applicable  
362 state false claims laws (collectively "False Claims Laws") with descriptions of  
363 penalties and whistleblower protections pertaining to such laws, are available at:  
364 <http://www.tenethealth.com/about/ethics-compliance>. Company shall require any  
365 employees providing services to Hospital to read the Standards of Conduct and  
366 information concerning Tenet's Compliance Program and abide by same. Further,  
367 the parties to this Agreement certify that they shall not violate the Anti-Kickback  
368 Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as  
369 applicable, in providing services to Hospital. Hardcopies of any information shall  
370 be made available upon request. Company and any employees, if applicable, shall  
371 complete any training required under Tenet's Compliance Program.  
372  
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374 The parties shall comply with applicable federal, state, and local laws, rules and  
375 regulations, and Agency policies and procedures in effect at the inception of this  
376 Agreement or that become effective during the term of this Agreement, pursuant  
377 to the provisions of this Agreement including, but not limited to, facility and  
378 professional licensing, and/or certifications laws and regulations, the Health  
379 Insurance Portability and Accountability Act (HIPAA) of 1996 [42 U.S.C. section  
380 1320d et seq.], and the Emergency Medical Treatment and Active labor Act  
381 (EMTALA)[42 U.S.C. section 1395dd].



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## **20. Exclusion Lists Screening**

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

## **21. 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.

## **22. 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)

430 privileged documents, and (3) documents by, or for the use of, any medical staff  
431 committee having the responsibility of evaluation and improvement of the quality  
432 of care rendered in the hospital. Disclosure of any medical staff document to  
433 Agency shall not constitute a waiver by Hospital of the protections afforded by  
434 California Evidence Code Section 1157 or any other protections. If any  
435 disclosure of information contained in a medical staff committee document is  
436 sought from the Agency by a third party, the Agency shall notify Hospital and  
437 shall rise all applicable objections or defenses to the demand for disclosure.  
438

439 **23. Mutual Cooperation**

440  
441 It is agreed that mutual non-competition among the designated Stroke Receiving  
442 Facilities, as well as their associated helicopter services, is vital to providing  
443 optimal medical care under the Stroke Care System. In furtherance of such  
444 cooperation, Hospital agrees to provide access to the helipad, if any, located at  
445 Hospital to all helicopter services, to the extent necessary to triage and/or  
446 transport Stroke patients to Hospital. Hospital will not charge helicopter services  
447 for such landing privileges.  
448

449 **24. Notices**

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451 Any notice or notices required or permitted to be given pursuant to this  
452 Agreement may be personally served on the other party by giving the party such  
453 notice, or may be served by certified mail, postage prepaid, return receipt  
454 requested, or by national overnight delivery service to the following  
455 representatives at the addresses cited below:  
456

457 To Hospital: Jay Krishnaswamy, CEO 1441 Florida Avenue, Modesto,  
458 CA 95350

459  
460 To Agency: Chad Braner, Director, Stanislaus County EMS Agency,  
461 3705 Oakdale Rd, , Modesto CA 95357  
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**25. 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.

**26. Conformance with Rules and Regulations**

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

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

Subject to the confidentiality provision of Section 21 herein, 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 21 (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 because of this Agreement unless either Agency or Hospital request not to be so acknowledged or identified.

**28. 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.

**29. 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.

**30. 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.

**31. Waiver**

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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.

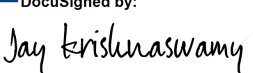
**32. Surviving Obligations**

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.

**Stanislaus County EMS Agency**

**Doctors Medical Center of Modesto, Inc.,  
dba Doctors Medical Center**

DocuSigned by:  
  
By: \_\_\_\_\_  
A022BDD0C2D547D...  
**Name: Chad Braner**  
**Title: Executive Director**

DocuSigned by:  
  
By: \_\_\_\_\_  
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**Name: Jay Krishnaswamy**  
**Title: President/Chief Executive Officer**

**Date:** 1/3/2024 | 11:49 AM CST

**Date:** 12/27/2023 | 11:37 AM CST

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