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**AGREEMENT BETWEEN
COUNTY OF STANISLAUS dba
STANISLAUS COUNTY EMS AGENCY
AND
SUTTER VALLEY HOSPITALS dba MEMORIAL MEDICAL CENTER
FOR DESIGNATION AS A
PRIMARY STROKE RECEIVING CENTER**

This Agreement (“Agreement”) is made effective, by and between County of Stanislaus doing business as Stanislaus County Emergency Medical Services Agency (“Agency”) and Sutter Valley Hospitals, a California nonprofit public benefit corporation doing business as Memorial Medical Center (“Hospital”) which maintains an acute care hospital located at 1700 Coffee Rd., Modesto, CA 95355.

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

WHEREAS, Agency wishes to assure a high quality of care by directing Stroke patients from the pre-hospital environment, as defined below, to facilities committed to meeting Primary Stroke Center (PSC) designation standards; and

WHEREAS, Agency has found that Hospital meets Agency PSC designation standards; and

WHEREAS, Hospital is willing to accept designation as a PSC; and

WHEREAS, Hospital by virtue of the parties’ execution of this Agreement, will be designated by Agency as a PSC under the terms of the Agreement;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties expressed herein, both Agency and Hospital do hereby expressly agree as follows:

- 1. Definitions.** For the purpose of the agreement:
 - a. “Clinical Stroke Team” means a neurologist, neurosurgeon, interventional neuro-radiologist, or emergency physician who is board certified in neurology, neurosurgery, endovascular neurosurgical radiology, or other board-certified physician with sufficient experience and expertise in managing patients with acute cerebral vascular disease as determined by the hospital credentials committee.
 - b. “Stroke Patient” means a patient evaluated by pre-hospital, physician, nursing, or other clinical personnel according to the policies and procedures established by the Agency, as may be amended from time to time, and been found to require PSC, or Comprehensive Stroke Center services.

- 48 c. “Stroke Critical Care System” means a subspecialty care component of the
49 EMS system developed by Stanislaus County Emergency Medical
50 Services Agency. This critical care system links prehospital and hospital
51 care to deliver optimal treatment to the population of stroke patients.
52
- 53 d. “Stroke Critical Care System Advisory Committee” means the multi-
54 disciplinary peer-review committee, comprised of representatives from
55 each Stanislaus Accredited Stroke Center, including Hospital, and other
56 professionals designated by the Agency, which audits the Stroke Critical
57 Care System making recommendations for system improvements, and
58 functioning in an advisory capacity on other Stroke Critical Care System
59 issues. Committee members designated by the Agency may include, but
60 are not limited to, Stanislaus County Accredited Stroke Center medical
61 directors and program managers, representatives from other local non-
62 Stroke Center hospitals, Neurologists, emergency medicine sub-
63 specialists, and representatives from ALS First Response, ground
64 ambulance providers and flight emergency service providers.
65
- 66 e. “Primary Stroke Center” (PSC) means a hospital in the Agency’s region
67 designated as a Stroke Receiving Center. The designated PSC is certified
68 by The Joint Commission and participates in American Heart
69 Association’s “Get With The Guidelines.”
70
- 71 f. “Comprehensive Stroke Center” (CSC) means a hospital with specific
72 abilities to receive, diagnose and treat all stroke cases and provide the
73 highest level of care for stroke. The designated CSC is certified by The
74 Joint Commission and participates in American Heart Association’s Get
75 With The Guidelines”.

76
77 **2. Term**

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79 This Agreement shall begin April 1, 2024 and continue until December 31, 2027,
80 unless earlier terminated pursuant to this Agreement.
81

82 **3. Designation**

- 83
- 84 a. Agency hereby designates, subject to conditions set forth in Stanislaus
85 County EMS Policy 522.00 (ww.stanems.com), Hospital as a Primary
86 Stroke Receiving Center.
87
- 88 b. Designation will continue and be contingent on the following:
89
 - 90 i. Continued ability to meet PSC standards as required and verified
91 by the American Heart Association (AHA), The Joint Commission
92 or other certification mutually agreed upon by the parties.
93

94 **4. Designation and Monitoring Fee**

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

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. Should Hospital wish to terminate the Agreement based upon any policy, procedure, or protocol that is adopted or amended by Agency, Hospital shall have the right to deliver to Agency, within thirty (3) days after adoption, written notice of termination of this Agreement, which termination shall be effective thirty (30) days after such delivery to Agency, unless a later date is specified in the notice.
- 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

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- 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 in 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 ensure 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 medically indicated by the physician in charge of the patient's medical care in consultation with a physician representing the health maintenance organization.
- e. Hospital shall monitor compliance with PSC Standards (Stanislaus County EMS Policy 522.00) on a regular and ongoing basis. Documentation of such efforts shall be made available to the Agency upon request.
- f. Hospital shall notify the Agency, in writing, within twenty-four (24) hours of becoming aware of any failure to meet the PSC Standards in Stanislaus County EMS Policy 522.00 and take corrective action within a reasonable period of time determined by the Agency to correct the failure.
- g. Hospital shall notify Agency immediately of any circumstance(s) that will prevent Hospital from providing PSC services.
- h. Hospital shall comply with any Agency plan of correction, regarding any identified breach of the PSC Standards in Stanislaus County EMS Policy 522.00, within a reasonable timeline established by the Agency.
- i. Hospital shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of Stroke patients.

- 188 j. Hospital shall actively and cooperatively participate as a member of the
189 Stroke Critical Care System Advisory Committee, and such other related
190 committees that may, from time to time, reasonably be named and
191 organized by the Agency in cooperation with, and subject to mutual
192 agreement of, Hospital and other Stanislaus County accredited Stroke
193 Centers.
194
- 195 k. Hospital shall participate in web-based patient outcome reporting in the
196 Coverdell/Stroke Registry and Get With The Guidelines (GWTG), and at
197 a minimum, collect and maintain the data specified in Stanislaus County
198 EMS Policy 522.00.
199
- 200 l. Hospital shall maintain a current Joint Commission PSC Certification.
201
- 202 m. Abide by all pertinent Agency EMS Policies and Procedures and to
203 participate in the process by which those policies are created and
204 amended.
205

206 **7. Financial Responsibility**

207
208 Except as provided in Section 16 (Indemnification), Agency shall not be liable for
209 any costs or expenses incurred by Hospital to satisfy Hospital's responsibilities
210 under this Agreement, including any costs or expenses incurred by Hospital for
211 services provided to Stroke patients lacking the ability to pay for services.
212

213 **8. Audits and Inspections**

214
215 With the provision of at least thirty (30) calendar days written notice and to the
216 extent permitted by law, dully authorized representatives of Agency shall have
217 right of access during normal business hours to Hospital's non-privileged files
218 and records relating to the services performed hereunder. Agency agrees to treat
219 such files and records as confidential information subject to Section 22
220 (Confidentiality) of this Agreement and shall not make copies or remove such
221 files or records from Hospital's premises.
222

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

224
225 This Agreement and Stanislaus County EMS Policy 522.00 Exhibit A and
226 references contained herein fully express all understandings of the parties
227 concerning the matters covered herein. No addition to or alteration of the terms
228 and conditions of this Agreement, and no verbal understanding of the parties, or
229 their officers, agents or employees, shall be valid unless made in the form of a
230 written amendment to this Agreement that is signed by all parties.
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232 **10. Termination for Cause**

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- 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.

- b. **By Hospital.** Hospital may terminate this Agreement upon written notice to Agency, subject to opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
 - i. Any material breach of this Agreement by Agency

11. Termination without Cause

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

12. Bypass or Diversion

- a. The Agency enforces a “No diversion or bypass” policy for all hospitals within Stanislaus County except for the following unforeseen circumstances:
 - i. Internal Disaster
 - ii. Inoperable CT scan
 - iii. Inoperative Cardiac Cath Lab or other Hospital unit that houses appropriate equipment for stroke patients.

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

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13. Opportunity to Cure

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

14. Maintenance of Records

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

15. Reports, Evaluations and Research Studies

Hospital shall, as may be reasonably requested by the Agency, participate in evaluations and/or research designed to show the effectiveness of the Stroke Care System; and shall submit reports and materials on Stroke 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 Stroke Care system performance.

16. 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.

17. Insurance

- 327 a. Hospital and Agency shall provide and maintain the following programs
328 of insurance, as specified in this Agreement. Such insurance may include
329 alternative risk management programs, including self-insurance or a
330 combination of insurance and self-insurance, provided that such
331 alternative risk management programs provide protection equivalent to
332 that specified under this Agreement.
333
- 334 b. During the term of this Agreement, Hospital and Agency shall each at all
335 times maintain, each at its sole cost and expense, commercial general
336 liability insurance with per occurrence limits of not less than Two Million
337 Dollars (\$2,000,000.00) and annual aggregate limits not less than Four
338 Million Dollars (\$4,000,000.00). Hospital and Agency shall each also
339 arrange, each at its sole cost and expense, professional liability insurance,
340 which includes coverage for each of their respective employees having
341 limits of not less than Five Million Dollars (\$5,000,000.00) on claims
342 made basis and an annual aggregate limit of not less than Fifteen Million
343 Dollars (\$15,000,000.00). The parties acknowledge and agree that
344 physicians and other clinicians are not employees or agents of Hospital by
345 virtue of being on Hospital's medical staff, and therefore such
346 practitioners are not covered by Hospital's professional liability insurance.
347
- 348 c. Any policy of insurance that Agency or Hospital is required to maintain
349 pursuant to this section shall be reasonably acceptable to the other party
350 provided that any such policy obtained from a company duly licensed to
351 do business in the State of California and having a Standard and Poor's or
352 A.M. Best rating of at least A (or an equivalent or comparable rating from
353 another rating agency) shall be deemed acceptable. Agency and Hospital
354 shall each provide to the other evidence of coverage required by this
355 section within thirty (30) days after execution of this Agreement and at
356 least annually thereafter or more frequently upon request.
357
- 358 d. Each Party shall maintain in full force and effect appropriate workers'
359 compensation protection and unemployment insurance as required by law.
360

361 **18. Conflicts of Interest**
362

363 Neither Hospital nor the Agency shall exert any direct or indirect influence that
364 would cause or contribute to the transport of Stroke patients to a facility other
365 than the closest Stroke Receiving Facility, except as specifically authorized by
366 Agency policies or procedures. Hospital and Agency shall comply with all
367 applicable federal, state, and local conflict of interest laws and regulations.
368

369 **19. Compliance Obligations**
370

371 The parties shall comply with applicable federal, state, and local laws, rules and
372 regulations, and Agency policies and procedures in effect at the inception of this
373 Agreement or that become effective during the term of this Agreement, pursuant

374 to the provisions of this Agreement including, but not limited to, facility and
375 professional licensing, and/or certifications laws and regulations, the Health
376 Insurance Portability and Accountability Act (HIPAA) of 1996 [42 U.S.C. section
377 1320d et seq.], and the Emergency Medical Treatment and Active Labor Act
378 (EMTALA)[42 U.S.C. section 1395dd].
379

380 **20. Exclusion Lists Screening**

381
382 Agency certifies that neither it, nor any of its employees, nor any subcontractor
383 providing services, is currently named as an excluded entity or individual on the
384 “List of Excluded Individuals/Entities” of the Department of Health and Human
385 Services Office of the Inspector General (“OIG List”), the “Excluded Parties List
386 System” of the System for Award Management (“EPLS”), the “Specially
387 Designated Nationals List” (“SDN List”) or the “Foreign Sanctions Evaders List”
388 (“FSE List”) of the Office of Foreign Assets Control, or any State debarment of
389 exclusion list, including, but not limited to, the California Department of Health
390 Care Services Medi-Cal Program Suspended and Ineligible Provider List or any
391 other sanctions list that would make Agency , or any of its employees or
392 subcontractors ineligible to participate in any federal or state funded programs
393 (collectively, “Lists”). Agency shall immediately notify Hospital if any point
394 during the Term Agency, or any of its employees, or any subcontractor providing
395 services under this Agreement is named as an excluded entity or individual on any
396 of the Lists.
397

398 **21. Nondiscrimination**

399
400 Hospital shall comply with all applicable federal, state, and local laws including
401 Agency equal opportunity requirements. Such laws include but are not limited to
402 the following: Title VII of the Civil Rights Act of 1964 as amended; Americans
403 with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and
404 504); California Fair Employment and Housing Act (Government Code sections
405 12900 et seq.); California Labor Code sections 1101 and 1102. Hospital will not
406 discriminate against any subcontractor, employee, or applicant for employment
407 because of age, race, color, national origin, ancestry, religion, sex/gender, sexual
408 orientation, mental disability, physical disability, medical condition, political
409 beliefs, organizational affiliations, or marital status in the recruitment, selection
410 for training including apprenticeship, hiring, employment, utilization, promotion,
411 layoff, rates of pay other forms of compensation. Nor will Hospital discriminate
412 in the provision of services provided under this Agreement because of age, race,
413 color, national origin, ancestry, religion, sex/gender, sexual orientation, mental
414 disability, physical disability, medical condition, political beliefs, organizational
415 affiliations, or marital status.
416

417 **22. Confidentiality**

418
419 The parties agree to maintain the confidentiality of all patient information and
420 records obtained in the course of providing services under this Agreement, in

421 accordance with all applicable federal and state statutes and regulations and local
422 ordinances. Such information shall be divulged only as provided by law. The
423 Agency represents that it is a “Health Oversight Agency” under HIPAA and,
424 therefore, a Business Associate Agreement is not necessary. Nothing in this
425 agreement shall require Hospital to provide or disclose to Agency, or anyone else,
426 the following: (1) documents generated solely in anticipation of litigation, (2)
427 privileged documents, and (3) documents by, or for the use of, any medical staff
428 committee having the responsibility of evaluation and improvement of the quality
429 of care rendered in the hospital. Disclosure of any medical staff document to
430 Agency shall not constitute a waiver by Hospital of the protections afforded by
431 California Evidence Code Section 1157 or any other protections. If any
432 disclosure of information contained in a medical staff committee document is
433 sought from the Agency by a third party, the Agency shall notify Hospital and
434 shall raise all applicable objections or defenses to the demand for disclosure.
435

436 **23. Mutual Cooperation**

437
438 It is agreed that mutual non-competition among the designated Stroke Receiving
439 facilities, as well as their associated helicopter services, is vital to providing
440 optimal medical care under the Stroke Care System. In furtherance of such
441 cooperation, Hospital agrees to provide access to the helipad, if any, located at
442 Hospital to all helicopter services, to the extent necessary to triage and/or
443 transport Stroke patients to Hospital. Hospital will not charge helicopter services
444 for such landing privileges.
445

446 **24. Notices**

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

454 To Hospital: Tracy Roman, CEO
455 Memorial Medical Center
456 1700 Coffee Road
457 Modesto, CA 95355
458

459 *Copy:* Chief Legal Officer, Valley Area
460 Sutter Health, Office of the General Counsel
461 2200 River Plaza Drive
462 Sacramento, CA 95833
463

464 To Agency: Chad Braner, Director
465 Stanislaus County EMS Agency
466 3705 Oakdale Road
467 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 22 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 22 (Confidentiality) of this Agreement) any hospital specific data prior to public dissemination of the data, unless the data is otherwise deemed public information. Agency shall acknowledge Hospital’s contribution and Hospital shall acknowledge Agency’s contribution in any materials published or issued as a result of this Agreement unless either Agency or Hospital request not to be so acknowledged or identified.

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.

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31. Waiver

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

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.

33. Counterparts

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

34. Execution

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

Stanislaus County EMS Agency: Sutter Valley Hospital dba Memorial Medical Center:

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

DocuSigned by:
By: Tracy Roman
Name: Tracy Roman
Title: Chief Executive Officer

Date: _____

Date: 3/28/2024 _____

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31. Waiver

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Stanislaus County EMS Agency: Sutter Valley Hospital dba Memorial Medical Center:

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

By: _____
Name: **Tracy Roman**
Title: **Chief Executive Officer**

Date: 3/31/2024

Date: _____

Exhibit A



**Stanislaus County
Emergency Medical Services Agency**

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

Specialty Center

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