

**ASSIGNMENT OF AGREEMENT CONCERNING
DESIGNATION AS A PRIMARY STROKE RECEIVING CENTER**


For value received, the Mountain Valley Emergency Medical Services Agency (“Assignor”) assigns, transfers, and conveys to the County of Stanislaus (“Assignee”), all of Assignor's right, title, and interest in, and the responsibility to perform all Assignor’s duties and obligations of, that certain contract between Assignor and Kaiser Hospital Foundation (“Contractor”), effective January 1, 2021 (the “Contract”). A copy of the Contract is attached as **Exhibit A** and incorporated by reference. The effective date and time of this assignment is July 1, 2022, at 12:00 a.m.

Assignor warrants that the Contract is in full force and effect and that no party is in breach of the Contract. Assignor further warrants that Assignor is in full compliance with all the terms and conditions of the Contract, that Assignor has the right to assign the Contract, and that Assignor has not assigned or encumbered all or any part of Assignor's rights under the Contract.

Assignee agrees to indemnify, defend, and hold Assignor harmless from any and all liabilities, claims, causes of action, or expenses with respect to the Contract to the extent relating to or caused by acts, events, omissions, or conditions arising after the date of this assignment. Assignor agrees to indemnify, defend, and hold assignee harmless from any and all liabilities, claims, causes of action, or expenses with respect to the Contract to the extent relating to or caused by acts, events, omissions, or conditions occurring on or prior to the date of this assignment.

COUNTY OF STANISLAUS


MOUNTAIN VALLEY EMERGENCY
MEDICAL SERVICES AGENCY


By:  6-23-22
Richard Murdock
Chief of Emergency Services

By:  6/2/22
Cindy Murdaugh
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  6-23-22
Lori K. Sicard
Deputy County Counsel

By: 
Derek P. Cole
General Counsel

ACKNOWLEDGEMENT

I, _____, acknowledge and consent to the assignment of the Contract from Assignor to Assignee on behalf of the Contractor.

By: _____

Title: _____

Exhibit A

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**AGREEMENT BETWEEN
MOUNTAIN-VALLEY EMS AGENCY
AND
KAISER HOSPITAL FOUNDATION, MODESTO
FOR DESIGNATION AS A
STROKE RECEIVING CENTER**

8 This Agreement ("Agreement") is made effective, by and between Mountain-Valley
9 EMS Agency ("Agency") and Kaiser Hospital Foundation, Modesto ("Hospital")
10 which maintains an acute care hospital located at 4601 Dale Rd, Modesto CA 95356.
11

12 WHEREAS, Agency has implemented a Stroke Critical Care System; and,
13

14 WHEREAS, Agency wishes to assure a high quality of care by directing stroke
15 patients from the pre-hospital environment, as defined below, to facilities
16 committed to meeting Primary Stroke Center ("PSC") designation standards; and
17

18 WHEREAS, Agency has found that Hospital meets Agency PSC designation
19 standards; and
20

21 WHEREAS, Hospital is willing to accept designation as a PSC; and
22

23 WHEREAS, Hospital by virtue of the parties' execution of this Agreement, will be
24 designated by Agency as a PSC under the terms of the Agreement;
25

26 NOW THEREFORE, in consideration of the recitals and the mutual obligations of the
27 parties expressed herein, both Agency and Hospital do hereby expressly agree as
28 follows:
29

30 **1. Definitions.** For the purpose of the agreement:
31

- 32 a. "Stroke Patient" means a patient evaluated by pre-hospital, physician,
33 nursing or other clinical personnel according to the policies and
34 procedures established by the Agency, as may be amended from time
35 to time, and been found to require PSC services.
36
- 37 b. "Stroke Critical Care System" means a subspecialty care component of
38 the EMS system developed by a local EMS agency. This critical care
39 system links prehospital and hospital care to deliver optimal
40 treatment to the population of stroke patients.
41
- 42 c. "Regional Stroke Care System Advisory Committee" means the multi-
43 disciplinary peer-review committee, comprised of representatives
44 from each PSC, including Hospital, and other professionals designated
45 by the Agency, which audits the Stroke Care System making
46 recommendations for system improvements, and functioning in an

47 advisory capacity on other Stroke Care System issues. Committee
48 members designated by the Agency may include, but are not limited
49 to, PSC medical directors and program managers, representatives
50 from other local non-PSC hospitals, Neurologists, emergency medicine
51 sub-specialists, and representatives from ALS First Response, ground
52 ambulance providers and flight emergency service providers.
53

- 54 d. "Primary Stroke Center" (PSC) means a hospital that treats acute
55 stroke patients, and identifies patients who may benefit from transfer
56 to a higher level of care when clinically warranted.
57

58 **2. Term**

59
60 This Agreement shall begin January 1, 2021 and continue until December 31,
61 2023, unless earlier terminated pursuant to this Agreement. If the Agency
62 determines that Hospital has satisfactorily performed all obligations herein
63 and satisfied the PSC designation standards, Agency shall have the option to
64 extend the term of this Agreement for an additional term of three (3) years,
65 upon agreement of Hospital, under the terms and conditions provided
66 herein.
67

68 **3. Designation**

- 69
70 a. Agency hereby designates, subject to conditions set forth in Exhibit A,
71 Hospital as a Stroke Receiving Center.
72
73 b. Designation will continue and be contingent on the following:
74
75 i. Continued ability to meet PSC standards as required and
76 verified by the American Heart Association ("AHA"), The Joint
77 Commission or other certification mutually agreed upon by the
78 parties.
79

80 **4. Designation and Monitoring Fee**

- 81
82 a. Agency has established a fee of \$5,000 per application for hospitals
83 desiring to be designated as a Stroke Receiving Facility
84
85 b. Hospital shall pay Agency an annual monitoring fee of twenty-five
86 thousand dollars (\$25,000). The fee will be used to pay Agency's costs
87 of administering and evaluating the Stroke System of Care. Payments
88 can be made in full by January 31st of each year on a one-time annual
89 payment basis or on a quarterly basis in four installments of six
90 thousand two hundred and fifty dollars (\$6,250) due by the 15th of
91 each of the following months; January, April, July, and October. In the
92 event of the termination of this Agreement by either party without

93 cause, Agency shall return to Hospital a prorated amount of the
94 annual fee paid by Hospital for that year. The fee is not otherwise
95 refundable in whole or part.
96

97 **5. Agency Responsibilities**
98

- 99 a. Provide medical direction to and review of components of the
100 prehospital Specialty Care System for Stroke,
101
102 b. Evaluate protocols, policies, and procedures for the EMS system, in
103 compliance with the California Code of Regulations (CCR), Title 22,
104 Division 9, and make appropriate changes as necessary. Agency shall
105 notify Hospital Stroke Program Manager when Agency desires to
106 adopt, change or modify the protocols, policies and procedures which
107 make up the prehospital Specialty Care System for Stroke. Prior to
108 adopting any protocol, policy, and/or procedure or amendment to
109 same, Agency shall meet and confer with Hospital about its effect on
110 Hospital. Should Hospital wish to terminate the Agreement based
111 upon any policy, procedure, or protocol that is adopted or amended
112 by Agency, Hospital shall have the right to deliver to the Agency,
113 within thirty (30) days after adoption, written notice of termination of
114 this Agreement, which termination shall be effective thirty (30) days
115 after such delivery to Agency, unless a later date is specified in the
116 notice.
117
118 c. Maintain an advisory committee to monitor, evaluate and report on
119 the quality of Stroke System of Care services.
120
121 d. Provide leadership for continuous quality improvement focusing on
122 optimizing the overall effectiveness of the Stroke System of Care and
123 its individual components through the development of performance
124 measurements and for the system function as a whole (both process
125 and outcomes measures) and by employing continuous quality
126 improvement strategies and collaboration with stakeholders.
127

128 **6. Hospital Responsibilities**
129

- 130 a. Maintain all services and personnel necessary to comply with the
131 standards set forth in the CCR, Title 22, Division 9, including Chapter
132 7.2, Stroke Critical Care System.
133
134 b. Maintain all services and personnel necessary to comply with the
135 standards set forth in this Agreement and Exhibit A, and as
136 subsequently amended or revised.
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- 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 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 (Exhibit A) 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 Exhibit A, 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 Exhibit A, 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.
 - j. Hospital shall actively and cooperatively participate as a member of the Agency Stroke Advisory Committee, and such other related committees that may, from time to time, reasonably be named and organized by the Agency in cooperation with, and subject to mutual agreement of, Hospital and other PSCs.

- 183 k. Hospital shall participate in web-based patient outcome reporting in
184 the Coverdell/Stroke Registry and Get With The Guidelines ("GWTG").
185
- 186 l. Hospital shall maintain a current Joint Commission PSC Certification.
187
- 188 m. Hospital shall have a current Paramedic Base Hospital agreement with
189 Agency.
190
- 191 n. Abide by all pertinent Agency EMS Policies and Procedures and to
192 participate in the process by which those policies are created and
193 amended.
194

195 **7. Financial Responsibility**

196
197 Except as provided in Section 16 (Indemnification), Agency shall not be liable
198 for any costs or expenses incurred by Hospital to satisfy Hospital's
199 responsibilities under this Agreement, including any costs or expenses
200 incurred by Hospital for services provided to Stroke patients lacking the
201 ability to pay for services.
202

203 **8. Audits and Inspections**

204
205 With the provision of at least thirty (30) calendar days written notice and to
206 the extent permitted by law, duly authorized representatives of Agency shall
207 have right of access during normal business hours to Hospital's non-
208 privileged files and records relating to the services performed hereunder.
209 Agency agrees to treat such files and records as confidential information
210 subject to Section 21 (Confidentiality) of this Agreement, and shall not make
211 copies or remove such files or records from Hospital's premises.
212

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

214
215 This Agreement and the exhibits and references contained herein fully
216 express all understandings of the parties concerning the matters covered
217 herein. No addition to or alteration of the terms and conditions of this
218 Agreement, and no verbal understanding of the parties, or their officers,
219 agents or employees, shall be valid unless made in the form of a written
220 amendment to this Agreement that is signed by all parties.
221

222 **10. Termination for Cause**

- 223
- 224 a. **By Agency.** Agency may terminate this Agreement upon written
225 notice to Hospital, subject to Hospitals opportunity to cure as set forth
226 below, upon the occurrence of any one or more of the following
227 events:
228

- 229 i. Any material breach of this Agreement by Hospital;
- 230 ii. Any violation by Hospital of any applicable laws, regulations,
- 231 or local ordinances;
- 232 iii. Any failure to provide timely neurosurgical interventional
- 233 physician coverage for Stroke patients, causing unnecessary
- 234 risk of mortality and/or morbidity for the Stroke patient;
- 235 iv. Any failure to make available sufficient personnel and Hospital
- 236 resources needed to provide the specialty care services
- 237 required by Exhibit A;
- 238 v. Gross misrepresentation or fraud;
- 239 vi. Loss or suspension of licensure as an acute care hospital, loss
- 240 or suspension of any existing or future special permits
- 241 required to perform Hospital's obligations hereunder;
- 242 vii. Repeated failure to submit specified reports, Stroke related
- 243 data, or other information required under this Agreement;
- 244 provided that such submission of data is clearly permitted by
- 245 law.

246
247 b. **By Hospital.** Hospital may terminate this Agreement upon written
248 notice to Agency, subject to opportunity to cure as set forth below,
249 upon the occurrence of any one or more of the following events:

- 250
251 i. Any material breach of this Agreement by Agency
- 252

253 **11. Termination without Cause**

254
255 The Agency may terminate this Agreement without cause upon ninety (90)
256 days written notice to Hospital. Hospital may terminate this Agreement
257 without cause upon one hundred eighty (180) days written notice to the
258 Agency.

259 **12. Bypass or Diversion**

260
261 a. The Agency enforces a "No diversion or bypass" policy for all hospitals
262 within Stanislaus County except for the following unforeseen
263 circumstances:

- 264
265 i. Internal Disaster
- 266 ii. Inoperable CT scan
- 267 iii. Inoperative Cardiac Cath Lab or other Hospital unit that houses
- 268 appropriate equipment for stroke patients.
- 269

270
271 b. In the event Hospital meets one of the three criteria above, the Agency
272 Duty Officer must be contacted immediately and an Unusual
273 Occurrence Report ("UOR") must be filed with the Agency within 24
274 hours of event.

275 **13. Opportunity to Cure**

276
277 Prior to the exercise of the Agency's right to terminate for cause, the
278 terminating party shall give the other party at least thirty (30) days written
279 notice ("correction period of the defined term") specifying in reasonable
280 detail the grounds for termination and all deficiencies requiring correction,
281 and shall allow the other party the opportunity to cure. The Agency may
282 shorten the Correction Period to immediate suspension if the Agency
283 determines that Hospital's action or inaction has seriously threatened, or will
284 seriously threaten, public health and safety. If Hospital has not remedied
285 each deficiency prior to the end of the Correction Period to the satisfaction of
286 the Agency, or the Agency has not approved a plan of correction within the
287 Correction Period, the Agency may terminate this Agreement upon written
288 notice to Hospital, specifying the effective date of termination. No
289 opportunity to cure is required prior to the Agency's termination of this
290 Agreement for failure by Hospital to complete any plan of correction imposed
291 by the Agency.
292

293 **14. Maintenance of Records**

294
295 Hospital shall maintain patient care records as required by law. Such records
296 shall be maintained in such a fashion as to be able to separately identify
297 Stroke patients from all other patients.
298

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

300
301 Hospital shall, as may be reasonably requested by the Agency, participate in
302 evaluations and/or research designed to show the effectiveness of the Stroke
303 Care System; and shall submit reports and materials on Stroke services as
304 reasonably requested by the Agency. These reports, evaluations and studies
305 shall be used by the Agency to analyze and generate aggregate statistical
306 reports on the Stroke Care system performance.
307

308 **16. Indemnification**

309
310 Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold
311 harmless the other party (the "Indemnified Party") and its directors, trustees,
312 members, shareholders, partners, officers, employees and agents from and
313 against any and all liability, loss, expense (including reasonable attorneys'
314 fees) or claims for injury or damages arising out of the performance of this
315 Agreement, but only in proportion to and to the extent such liability, loss,
316 expense or claim for injury or damages is caused by or results from the
317 negligent or intentional acts or omissions of the Indemnifying Party or its
318 directors, trustees, members, shareholders, partners, officers, employees or
319 agents.
320

321 **17. Insurance**

- 322
- 323 a. Hospital and Agency shall provide and maintain the following
- 324 programs of insurance, as specified in this Agreement. Such insurance
- 325 may include alternative risk management programs, including self-
- 326 insurance or a combination of insurance and self-insurance, provided
- 327 that such alternative risk management programs provide protection
- 328 equivalent to that specified under this Agreement.
- 329
- 330 b. During the term of this Agreement, Hospital and Agency shall each at
- 331 all times maintain, each at its sole cost and expense, commercial
- 332 general liability insurance with per occurrence limits of not less than
- 333 Two Million Dollars (\$2,000,000.00) and annual aggregate limits not
- 334 less than Four Million Dollars (\$4,000,000.00). Hospital and Agency
- 335 shall each also arrange, each at its sole cost and expense, professional
- 336 liability insurance, which includes coverage for each of their
- 337 respective employees having limits of not less than Five Million
- 338 Dollars (\$5,000,000.00) on claims made basis and an annual
- 339 aggregate limit of not less than Fifteen Million Dollars
- 340 (\$15,000,000.00). The parties acknowledge and agree that physicians
- 341 and other clinicians are not employees or agents of Hospital by virtue
- 342 of being on Hospital's medical staff, and therefore such practitioners
- 343 are not covered by Hospital's professional liability insurance.
- 344
- 345 c. Any policy of insurance that Agency or Hospital is required to
- 346 maintain pursuant to this section shall be reasonably acceptable to
- 347 the other party provided that any such policy obtained from a
- 348 company duly licensed to do business in the State of California and
- 349 having a Standard and Poor's or A.M. Best rating of at least A (or an
- 350 equivalent or comparable rating from another rating agency) shall be
- 351 deemed acceptable. Agency and Hospital shall each provide to the
- 352 other evidence of coverage required by this section within thirty (30)
- 353 days after execution of this Agreement and at least annually thereafter
- 354 or more frequently upon request.
- 355
- 356 d. Each Party shall maintain in full force and effect appropriate workers'
- 357 compensation protection and unemployment insurance as required
- 358 by law.
- 359

360 **18. Conflicts of Interest**

361

362 Neither Hospital nor the Agency shall exert any direct or indirect influence

363 that would cause or contribute to the transport of Stroke patients to a facility

364 other than the closest Stroke Receiving Facility, except as specifically

365 authorized by Agency policies or procedures. Hospital and Agency shall

366 comply with all applicable federal, state, and local conflict of interest laws
367 and regulations.
368

369 **19. Compliance Obligations** 370

371 The parties to this Agreement certify that they shall not violate the Anti-
372 Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act
373 of 2005, as applicable, in providing services to Hospital. Hardcopies of any
374 information shall be made available upon request.
375

376 **20. Exclusion Lists Screening** 377

378 Company shall screen all of its current and prospective owners, legal entities,
379 officers, directors, employees, contractors, and agents ("Screened Persons")
380 against (a) the United States Department of Health and Human
381 Services/Office of Inspector General List of Excluded Individuals/Entities
382 (available through the Internet at <http://www.oig.hhs.gov>), (b) the General
383 Services Administration's System for Award Management (available through
384 the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare
385 exclusion list (collectively, the "Exclusion Lists") to ensure that none of the
386 Screened Persons are currently excluded, debarred, suspended, or otherwise
387 ineligible to participate in Federal healthcare programs or in Federal
388 procurement or non-procurement programs, or have been convicted of a
389 criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have
390 not yet been excluded, debarred, suspended, or otherwise declared ineligible
391 (each, an "Ineligible Person"). If, at any time during the term of this
392 Agreement any Screened Person becomes an Ineligible Person or proposed
393 to be an Ineligible Person, Company shall immediately notify Hospital of the
394 same. Screened Persons shall not include any employee, contractor or agent
395 who is not providing services under this Agreement.
396

397 The parties shall comply with applicable federal, state, and local laws, rules
398 and regulations, and Agency policies and procedures in effect at the inception
399 of this Agreement or that become effective during the term of this
400 Agreement, pursuant to the provisions of this Agreement including, but not
401 limited to, facility and professional licensing, and/or certifications laws and
402 regulations, the Health Insurance Portability and Accountability Act (HIPAA)
403 of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical
404 Treatment and Active Labor Act (EMTALA) (42 U.S.C section 1395dd).
405

406 **20. Nondiscrimination** 407

408 Hospital shall comply with all applicable federal, state, and local laws
409 including Agency equal opportunity requirements. Such laws include but are
410 not limited to the following: Title VII of the Civil Rights Act of 1964 as
411 amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of

412 1973 (Sections 503 and 504); California Fair Employment and Housing Act
413 (Government Code sections 12900 et seq.); California Labor Code sections
414 1101 and 1102. Hospital will not discriminate against any subcontractor,
415 employee, or applicant for employment because of age, race, color, national
416 origin, ancestry, religion, sex/gender, sexual orientation, mental disability,
417 physical disability, medical condition, political beliefs, organizational
418 affiliations, or marital status in the recruitment, selection for training
419 including apprenticeship, hiring, employment, utilization, promotion, layoff,
420 rates of pay other forms of compensation. Nor will Hospital discriminate in
421 the provision of services provided under this Agreement because of age, race,
422 color, national origin, ancestry, religion, sex/gender, sexual orientation,
423 mental disability, physical disability, medical condition, political beliefs,
424 organizational affiliations, or marital status.
425

426 **21. Confidentiality**

427
428 The parties agree to maintain the confidentiality of all patient information
429 and records obtained in the course of providing services under this
430 Agreement, in accordance with all applicable federal and state statutes and
431 regulations and local ordinances. Such information shall be divulged only as
432 provided by law. The Agency represents that it is a "Health Oversight
433 Agency" under HIPAA and, therefore, a Business Associate Agreement is not
434 necessary. Nothing in this agreement shall require Hospital to provide or
435 disclose to Agency, or anyone else, the following: (1) documents generated
436 solely in anticipation of litigation, (2) privileged documents, and (3)
437 documents by, or for the use of, any medical staff committee having the
438 responsibility of evaluation and improvement of the quality of care rendered
439 in the hospital. Disclosure of any medical staff document to Agency shall not
440 constitute a waiver by Hospital of the protections afforded by California
441 Evidence Code Section 1157 or any other protections. If any disclosure of
442 information contained in a medical staff committee document is sought from
443 the Agency by a third party, the Agency shall notify Hospital and shall raise all
444 applicable objections or defenses to the demand for disclosure.
445

446 **22. Mutual Cooperation**

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

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

To Hospital: Corwin Harper, Senior Vice President/Area Manager,
Kaiser Hospital Foundation, 4601 Dale Rd, Modesto, CA
95356

To Agency: Lance Doyle, Executive Director, Mountain-Valley EMS
Agency, 1101 Standiford Ave, Suite D-4, Modesto CA
95350

24. Governing Law

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

25. Conformance with Rules and Regulations

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

26. 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 as a result of this Agreement unless either Agency or Hospital request not to be so acknowledged or identified.

27. 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

504 agreements or contracts or similar arrangements usually and customarily
505 entered into by medical facilities to obtain or arrange for professional
506 medical services, administrative support, equipment, supplies or technical
507 support.

508

509 **28.No Third-Party Beneficiaries**

510

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

514

515 **29.Severability**

516

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

521

522 **30.Waiver**

523

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

528

529 **31.Surviving Obligations**

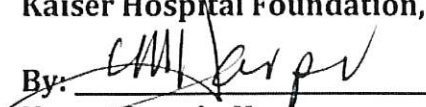
530

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

534

535 **Kaiser Hospital Foundation, Modesto**

536

537 By: 

538 Name: Corwin Harper

539 Title: Senior Vice President/Area Manager

540

541 Date: 8/4/2020

542

543

544 **Mountain-Valley EMS Agency**

545

546 By: 

547 Name: Lance Doyle

548 Title: Executive Director

549

550 Date: 12-9-2020

551 **Exhibit A**

552 **Primary Stroke Center (PSC) Standards**

553
554 **Hospital Services**

555 Hospital shall keep in effect the following:

- 556 1. Licensure under California Health and Safety Code Section 1250 et seq.
- 557 2. Permit for Basic or Comprehensive Emergency Medical Services pursuant to
558 the provisions of Title 22, Division 5, of the California Code of Regulations.
- 559 3. Maintain all services and personnel necessary to comply with the standards
560 set forth in the CCR, Title 22, Division 9, including Chapter 7.2, Stroke Critical
561 Care System (enclosure 1).
- 562 4. Current certification as a Primary Stroke Center by The Joint Commission.
- 563 5. A written agreement with Mountain-Valley EMS Agency for designation as a
564 PSC.

565
566 **Medical Personnel**

567 Hospital shall provide program oversight staff and shall have available all staff
568 necessary to perform optimal care for patients with Stroke.

- 569 1. Medical Director
 - 570 a. The hospital will designate a Stroke Medical Director as required for
571 PSC by The Joint Commission and California Code of Regulations.
 - 572 b. Responsibilities of the Medical Director include: attendance at
573 Mountain-Valley EMS Agency Stroke Advisory Committee meetings
574 and participation in quality improvement activities.
- 575 2. Stroke Coordinator
 - 576 a. The hospital will designate a Stroke Coordinator as required for PSC
577 by The Joint Commission and California Code of Regulations.
 - 578 b. Responsibilities of the Stroke Coordinator include: attendance at
579 Mountain-Valley EMS Agency Stroke Advisory Committee meetings
580 and participation in quality improvement activities.
- 581 3. On-Call Physician Specialists/Consultants
 - 582 a. The hospital will maintain additional Physician Specialists or
583 Consultants as required for PSC certification by The Joint Commission
584 and California Code of Regulations.

585
586 **Hospital Policies/Agreements**

- 587 1. Hospital agrees to accept all patients meeting Stroke triage criteria arriving
588 via the 9-1-1 system. Hospital Diversion will only be allowed if Hospital
589 meets one of the following:
 - 590 • Inoperable CT scanner
 - 591 • Internal Disaster
 - 592 • Inoperative Cardiac Catheterization Lab
- 593 2. The PSC will have formal written policies as required for Primary Stroke
594 Center Certification by the Joint Commission and CCR.

595 3. A stroke-neurology education and outreach program shall be coordinated
596 with Agency to encourage participation by and outreach to pre-hospital
597 personnel.
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Data Collection and Quality Improvement

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1. Submission and use of Stroke data will be as follows:

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a. The American Heart Association (AHA) "Get with the Guidelines Achievement Measures" will be submitted to Agency annually.

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b. Monthly submission of Stroke data to the Coverdell/Stroke Registry.

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Coverdell/Stroke Registry will report de-identified data to the

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California Department of Public Health (CDPH) and the Center for

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Disease Control (CDC) as outlined in California Assembly Bill (AB) 503

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- Health and Safety Code 1797.122 and AB 1223 - Health and Safety

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Code(s) 1797.120 and 1797.225.

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2. Agency Quality Improvement program will utilize performance measures or indicators specific to the prehospital Stroke System.

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3. Each designated PSC will provide representation at the Stroke Advisory Committee Meetings.

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4. Hospital PSC performance/quality improvement programs may suggest measures and indicators to the Stroke Advisory Committee.

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5. Hospital PSC performance/quality improvement programs will engage in active participation in creating and revising pre-hospital quality measures and policies.

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6. As appropriate, specific outcomes will be used to compare with national and local performance standards to determine stroke system performance.

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