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 Sutter Valley Hospitals, dba Memorial Medical Center ("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.

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COUNTY OF STANISLAUS	MOUNTAIN VALLEY EMERGENCY MEDICAL SERVICES AGENCY
By: 6.23.22 Richard Murdock Chief of Emergency Services	By: Lindy Murdaugh Executive Director
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By: Lori K. Sicard Deputy County Counsel	By: Derek P. Cole General Counsel
I, of the Contract from Assignor to Assignee	_, acknowledge and consent to the assignment on behalf of the Contractor.
By:	
Title:	

Exhibit A

1		AGREEMENT BETWEEN
2		MOUNTAIN-VALLEY EMS AGENCY
3		AND
4		SUTTER VALLEY HOSPITALS, dba
5		MEMORIAL MEDICAL CENTER, MODESTO
6		FOR DESIGNATION AS A
7		STROKE RECEIVING CENTER
8		
9	This Agreeme	ent ("Agreement") is made effective, by and between Mountain-Valley
10	EMS Agency	("Agency") and Sutter Valley Hospitals, a California nonprofit public
4.4	health benefi	t corporation doing business as Memorial Medical
11	Center ("Hos	pital") which maintains an acute care hospital located at 1700 Coffee
12	Ra, Modesto	CA 95355-2869.
13	TATELLE A.C. A	
14 15	WHEREAS, A	gency has implemented a Stroke Critical Care System; and,
16	WHEDEAC A	gengy vyighed to aggree a high quality of any landing of
17	vinereas, A	gency wishes to assure a high quality of care by directing stroke the pre-hospital environment, as defined below, to facilities
18	committed to	neeting Primary Stroke Center ("PSC") designation standards; and
19	committed to	meeting Filmary Stroke Center (PSC) designation standards; and
20	WHEREAS, A	gency has found that Hospital meets Agency PSC designation
21	standards; an	
22		•••
23	WHEREAS, H	ospital is willing to accept designation as a PSC; and
24		, , , , , , , , , , , , , , , , , , , ,
25	WHEREAS, H	ospital by virtue of the parties' execution of this Agreement, will be
26	designated by	y Agency as a PSC under the terms of the Agreement;
27		
28	NOW THERE	FORE, in consideration of the recitals and the mutual obligations of the
29	parties expre	ssed herein, both Agency and Hospital do hereby expressly agree as
30	follows:	
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32	1. Defi	nitions. For the purpose of the agreement:
33		40. 1. m. 4. 1
34	a,	"Stroke Patient" means a patient evaluated by pre-hospital, physician,
35		nursing or other clinical personnel according to the policies and
36		procedures established by the Agency, as may be amended from time
37		to time, and been found to require PSC services.
38	ı.	"Charles Cathier Constitution C
39 40	Ъ.	"Stroke Critical Care System" means a subspecialty care component of
40		the emergency medical services ("EMS") system developed by a local
41		EMS agency. This critical care
42		system links prehospital and hospital care to deliver optimal
43		treatment to the population of stroke patients.
43		
44	c.	"Regional Stroke Care System Advisory Committee" means the multi-
45	G.	disciplinary peer-review committee, comprised of representatives

46	from each PSC, including Hospital, and other professionals designated
	by the Agency, which audits the Stroke Care System making
47	recommendations for system improvements, and functioning in an
48	advisory capacity on other Stroke Care System issues. Committee
49	members designated by the Agency may include, but are not limited
50	to, PSC medical directors and program managers, representatives
51	from other local non-PSC hospitals, Neurologists, emergency medicine
52	sub-specialists, and representatives from ALS First Response, ground
53	ambulance providers and flight emergency service providers.
55	mino providero una mente entergency service providers.
56	d. "Primary Stroke Center" (PSC) means a hospital that treats acute
57	stroke patients, and identifies patients who may benefit from transfer
58	to a higher level of care when clinically warranted.
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60	2. Term
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62	This Agreement shall begin January 1, 2021 and continue until December 31,
63	2023, unless earlier terminated pursuant to this Agreement. If the Agency
64	determines that Hospital has satisfactorily performed all obligations herein
65	and satisfied the PSC designation standards, Agency shall have the option to
66	extend the term of this Agreement for an additional term of three (3) years,
67	upon notice to and agreement of Hospital, under the terms and conditions
- •	provided
68	herein.
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70	3. Designation
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72	a. Agency hereby designates, subject to conditions set forth in Exhibit A,
73	Hospital as a Stroke Receiving Center.
74	and producting deliter.
75	b. Designation will continue and be contingent on the following:
76	are a second trained and be contained in the following.
77	i. Continued ability to meet PSC standards as required and
78	verified by the American Heart Association ("AHA"), The Joint
79	Commission or other certification mutually agreed upon by the
80	parties.
81	P *** ******
82	4. Designation and Monitoring Fee
83	The state of the s
87	a. Agency has established a fee of Five Thousand Dollars and Zero Cents
	(\$5,000.00) per application for hospitals desiring to be designated as a
	Stroke Receiving Facility 86
88	b. Hospital shall pay Agency an annual monitoring fee of Twenty-Five
89	Thousand Dollars and Zero Cents (\$25,000.00). The fee will be used to
	pay Agency's costs of administering and evaluating the Stroke System of
	Care. Payments can be made in full by January 31st of each year on a

one-time annual payment basis or on a quarterly basis in four (4) installments of Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) due by the fifteenth (15th) of each of the following months; January, April, July, and October. In the event of the termination of this Agreement by either party 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 part.

5. Agency Responsibilities

a. Provide medical direction to and review of components of the prehospital Specialty Care System for Stroke,

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 Specialty Care System for Stroke. 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 (30) 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 System of Care services.

d. Provide leadership for continuous quality improvement focusing on optimizing the overall effectiveness of the Stroke System of Care and its individual components through the development of performance measurements and for the system function as a whole (both process and outcomes measures) and by employing 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, including Chapter 7.2, Stroke Critical Care System.

b. Maintain all services and personnel necessary to comply with the standards set forth in this Agreement and Exhibit A, and as subsequently amended or revised.

139 c. Hospital shall accept all Stroke patients regardless of patient's ability 140 to pay for medical care or hospitalization. This requirement shall include, but is not limited to, unsponsored or medically indigent 141 142 patients; patients who are insured under Medicare or Medi-Cal: other 143 third-party insurers; Covered California; or self-insurers. 144 145 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 146 147 or their ability to pay for care and services except as provided below: 148 149 Patients who are members of health maintenance 150 organizations or managed care payers will be promptly 151 transferred to a hospital of that organization when such transfer is deemed prudent and medically indicated by the 152 153 physician in charge of the patient's medical care in 154 consultation with a physician representing the health 155 maintenance organization. 156 157 e. Hospital shall monitor compliance with PSC Standards (Exhibit A) on 158 a regular and ongoing basis. Documentation of such efforts shall be made available to the Agency upon request. 159 160 161 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 162 Exhibit A, and take corrective action within a reasonable period of 163 164 time determined by the Agency to correct the failure. 165 166 g. Hospital shall notify Agency immediately of any circumstance(s) that will prevent Hospital from providing PSC services. 167 168 169 h. Hospital shall comply with any Agency plan of correction, regarding 170 any identified breach of the PSC Standards in Exhibit A, within a 171 reasonable timeline established by the Agency. 172 173 i. Hospital shall maintain a designated telephone number to facilitate 174 rapid access to an on-site physician for consultation with community 175 physicians and other providers regarding care and transfer of Stroke 176 patients. 177 178 j. Hospital shall actively and cooperatively participate as a member of 179 the Agency Stroke Advisory Committee, and such other related 180 committees that may, from time to time, reasonably be named and 181 organized by the Agency in cooperation with, and subject to mutual 182 agreement of, Hospital and other PSCs. 183 184 k. Hospital shall participate in web-based patient outcome reporting in 185 the Coverdell/Stroke Registry and Get With The Guidelines "GWTG").

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187	l. Hospital shall maintain a current Joint Commission PSC Certification.
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189 190	m. Hospital shall have a current Paramedic Base Hospital agreement with Agency.
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192	n. Abide by all pertinent Agency EMS Policies and Procedures and to
193	participate in the process by which those policies are created and
194	amended.
195	o. Hospital will provide a de-identified data set for use by Agency, to
	ensure the removal of all protected health information ("PHI") and
	personally identifiable information ("PII") identifiers prior to
	disclosure:
	a. PHI and PII identifiers include:
	Name
	• Address
	 Dates (birth, admission, discharge)
	 Phone or fax number
	Driver's license
	Email address Sacial acquite much as
	Social security numberMedical record number
	Health plan beneficiary number
	• Account number
	 Certificate or license number
	 Vehicle or device serial number
	 Web address
	 Internet protocol address
	Finger or voice prints
	• Photos
	 Any other unique identifying numbers Age greater than eighty-nine (89)
196	- 11ge greater than eighty-lime (09)
197	7. Financial Responsibility
19 8	•
199	Except as provided in Section 16 (Indemnification), Agency shall not be liable
200	for any costs or expenses incurred by Hospital to satisfy Hospital's
201	responsibilities under this Agreement, including any costs or expenses
202	incurred by Hospital for services provided to Stroke patients lacking the
203 203	ability to pay for services.
204	8. Audits and Inspections
205	onemo ana mahoomana
206	With the provision of at least thirty (30) calendar days written notice and to
207	the extent permitted by law, duly authorized representatives of Agency shall
208	have right of access during normal business hours to Hospital's non-
209	privileged files and records relating to the services performed hereunder.

privileged files and records relating to the services performed hereunder.

210	Agency agrees to treat such files and records as confidential information
211	subject to Section 21 (Confidentiality) of this Agreement, and shall not make
212	copies or remove such files or records from Hospital's premises.
213	*
214	9. Entire Agreement; Changes and Amendments
215	, , , , , , , , , , , , , , , , , , , ,
216	This Agreement and the exhibits and references contained herein fully
217	express all understandings of the parties concerning the matters covered
218	herein. No addition to or alteration of the terms and conditions of this
219	Agreement, and no verbal understanding of the parties, or their officers,
220	agents or employees, shall be valid unless made in the form of a written
221	amendment to this Agreement that is signed by all parties.
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223	10. Termination for Cause
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225	a. By Agency. Agency may terminate this Agreement upon written
226	notice to Hospital, subject to Hospitals opportunity to cure as set forth
227	below, upon the occurrence of any one or more of the following
228	events:
229	
230	i. Any material breach of this Agreement by Hospital;
231	ii. Any violation by Hospital of any applicable laws, regulations,
232	or local ordinances;
233	iii. Any failure to provide timely neurosurgical interventional
234	physician coverage for Stroke patients, causing unnecessary
235	risk of mortality and/or morbidity for the Stroke patient;
236	iv. Any failure to make available sufficient personnel and Hospital
237	resources needed to provide the specialty care services
238	required by Exhibit A;
239	v. Gross misrepresentation or fraud;
240	vi. Loss or suspension of licensure as an acute care hospital, loss
241	or suspension of any existing or future special permits
242	required to perform Hospital's obligations hereunder;
243	vii. Repeated failure to submit specified reports, Stroke related
244	data, or other information required under this Agreement;
245	provided that such submission of data is clearly permitted by
246	law.
247	ACC VI
248	b. By Hospital. Hospital may terminate this Agreement upon written
249	notice to Agency, subject to opportunity to cure as set forth below,
250	upon the occurrence of any one or more of the following events:
251	apon the occurrence of any one of more of the following events:
252	i. Any material breach of this Agreement by Agency
253	in this material breach of this Agreement by Agenty
254	11. Termination without Cause
255	AND SANIENCE TO I SELECTED CONTROL CON
256	The Agency may terminate this Agreement without cause upon ninety (90)
257	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 three 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. 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 of the defined term") 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

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

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

c. Any policy of insurance that Agency or Hospital is required to maintain pursuant to this section shall be reasonably acceptable to the other party provided that any such policy obtained from a company duly licensed to do business in the State of California and with an A.M. Best rating of A- VII or better.

Agency and Hospital shall each provide to the 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. 356 357 d. Each Party shall maintain in full force and effect appropriate workers' 358 compensation protection and unemployment insurance as required by law. 359 360 361

18. Conflicts of Interest

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

19. Compliance

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

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 ("EPLS"), 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 at 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.

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21. Nondiscrimination

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The parties shall comply with all applicable federal, state, and local nondiscrimination 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. The parties 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 the parties 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.

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22. Confidentiality

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

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23. Mutual Cooperation

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465 466 It is agreed that mutual non-competition among the designated Stroke Receiving Facilities, as well as their associated helicopter services, is vital to providing optimal medical care under the Stroke Care System. In furtherance of such cooperation, Hospital agrees to provide access to the helipad, if any, located at Hospital to all helicopter services, to the extent necessary to triage

and/or transport Stroke patients to Hospital. Hospital will not charge 467 468 helicopter services for such landing privileges. 468 469 24. Notices 470 471 Any notice or notices required or permitted to be given pursuant to this 472 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 473 474 receipt requested, or by national overnight delivery service to the following 475 representatives at the addresses cited below: 476 477 To Hospital: Eugene A. Patrizio, CEO Memorial Medical Center, 1700 Coffee Rd, Modesto, CA 95355-2869 478 479 480 Copy: Benjamin Kirk, Deputy General Counsel, 481 Valley Area, Sutter Health Office of the General 482 Counsel, 2200 River Plaza Drive, Sacramento, CA 95833 483 484 To Agency: Lance Doyle, Executive Director, Mountain-Valley EMS 485 Agency, 1101 Standiford Ave. Suite D-4, Modesto CA 95350 486 487 488 25. Governing Law 489 490 This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California. 491 492 493 26. Conformance with Rules and Regulations 494 495 Hospital shall comply with Stroke regulations issued by California State 496 Emergency Medical Services Authority when and as applicable. 497 498 27. Ownership, Publication, Reproduction and Use of Material 499 500 Subject to the confidentiality provision of Section 21 herein, Agency and 501 Hospital shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports. 502 503 studies, data, statistics, forms or other materials or properties produced 504 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.

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

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.

{01447551 v.3}Page 12 of 15

551	Sutter Valley Hospitals dba Memorial Medical Center
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553	By: In the
554	Name: Eugene A. Patrizio
555	Title: Chief Executive Officer
556	. [.]
557	Date: 11/25/20
558	Security for the second
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560	Mountain-Valley EMS Agency
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562	Ву:
563	Name: Vance Doyle
564	Title: Executive Director
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566	Date: 12-4-2020
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571 572 573	Exhibit A Primary Stroke Center (PSC) Standards
574	Hospital Services
575 576 577 578 579 580 581 582 583 584	 Hospital shall keep in effect the following: Licensure under California Health and Safety Code Section 1250 et seq. Permit for Basic or Comprehensive Emergency Medical Services pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations. Maintain all services and personnel necessary to comply with the standards set forth in the CCR, Title 22, Division 9, including Chapter 7.2, Stroke Critical Care System (enclosure 1). Current certification as a Primary Stroke Center by The Joint Commission. A written agreement with Mountain-Valley EMS Agency for designation as a PSC.
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586 587 588 589	Medical Personnel Hospital shall provide program oversight staff and shall have available all staff necessary to perform optimal care for patients with Stroke. 1. Medical Director
590 591 592 593 594 595	 a. The hospital will designate a Stroke Medical Director as required for PSC by The Joint Commission and California Code of Regulations. b. Responsibilities of the Medical Director include: attendance at Mountain-Valley EMS Agency Stroke Advisory Committee meetings and participation in quality improvement activities.
596 597 598 599 600 601	 2. Stroke Program Manager a. The hospital will designate a Stroke Program Manager as required for PSC by The Joint Commission and California Code of Regulations. b. Responsibilities of the Stroke Program Manager include: attendance at Mountain-Valley EMS Agency Stroke Advisory Committee meetings and participation in quality improvement activities.
602 603 604 605 606	3. On-Call Physician Specialists/Consultants a. The hospital will maintain additional Physician Specialists or Consultants as required for PSC certification by The Joint Commission and California Code of Regulations.
607 608 609	 Hospital Policies/Agreements 1. Hospital agrees to accept all patients meeting Stroke triage criteria arriving via the 9-1-1 system. Hospital Diversion will only be allowed if Hospital meets one of the following:
610 611	• Inoperable CT scanner
611 612	Internal DisasterInoperative Cardiac Catheterization Lab
613	2. The PSC will have formal written policies as required for Primary Stroke
614	Center Certification by the Joint Commission and CCR.

3. A stroke-neurology education and outreach program shall be coordinated 615 616 with Agency to encourage participation by and outreach to pre-hospital 617 personnel. 618 619 **Data Collection and Quality Improvement** 1. Submission and use of Stroke data will be as follows: 620 621 a. The American Heart Association (AHA) "Get with the Guidelines 622 Achievement Measures" will be submitted to Agency annually. 623 b. Monthly submission of Stroke data to the Coverdell/Stroke Registry. 624 Coverdell/Stroke Registry will report de-identified data to the California Department of Public Health (CDPH) and the Center for 625 Disease Control (CDC) as outlined in California Assembly Bill (AB) 503 626 627 - Health and Safety Code 1797.122 and AB 1223 - Health and Safety 628 Code(s) 1797.120 and 1797.225. 2. Agency Quality Improvement program will utilize performance measures or 629 630 indicators specific to the prehospital Stroke System. 3. Each designated PSC will provide representation at the Stroke Advisory 631 632 Committee Meetings. 4. Hospital PSC performance/quality improvement programs may suggest 633 measures and indicators to the Stroke Advisory Committee. 634 635 5. Hospital PSC performance/quality improvement programs will engage in 636 active participation in creating and revising pre-hospital quality measures 637 and policies. 638 6. As appropriate, specific outcomes will be used to compare with national and 639 local performance standards to determine stroke system performance.

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