1	AGREEMENT BETWEEN
2	STANISLAUS COUNTY EMERGENCY MEDICAL SERVICES AGENCY
3	Doctors Medical Center of Modesto, Inc. dba Emanuel Medical Center
4	FOR DESIGNATION AS AN
5	ST ELEVATION MYOCARDIAL INFARCTION RECEIVING CENTER
6	ST EED VIII ON WIT O ON DINE IN VIII WOT ON VIEW OF VIEW
7	This ST Elevation Myocardial Infarction Receiving Center Agreement ("Agreement") is entered
8	into as of January 1, 2024 (the "Effective Date") by and between Stanislaus County Emergency
9	Medical Services Agency ("AGENCY") and Doctors Medical Center of Modesto, Inc., a
	California corporation doing business as Emanuel Medical Center ("HOSPITAL") which
10	maintains an acute care hospital located at 825 Delbon Avenue, Turlock, California 95382.
11	maintains an acute care nospital located at 823 Delbon Avenue, Turlock, Camornia 93382.
	WHEDEAC ACENCY has implemented a STEMI Critical Care System, and
12 13	WHEREAS, AGENCY has implemented a STEMI Critical Care System; and,
14	WHEREAS, AGENCY wishes to assure the highest quality of care by directing ST Elevation
15	Myocardial Infarction (STEMI) patients, as defined below, to facilities committed to meeting
	STEMI Receiving Center standards; and
16 17	STEWN Receiving Center standards, and
18	WHEREAS, AGENCY has found that HOSPITAL meets AGENCY STEMI Receiving Center
19	standards; and
20	standards, and
21	WHEREAS, HOSPITAL is willing to accept designation as a STEMI Receiving Center; and
22	WILKLAS, 11051 ITAL is winning to accept designation as a 51 LWI Receiving center, and
23	WHEREAS, HOSPITAL by virtue of the parties' execution of this Agreement, will be
24	designated
25	by AGENCY as a STEMI Receiving Center under the terms of the Agreement;
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27	NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties
28	expressed herein, both AGENCY and HOSPITAL do hereby expressly agree as follows:
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30	<b>1. Definitions.</b> For the purposes of this agreement:
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32	A. "STEMI Patient" means a patient with symptoms of myocardial infarction in
33	association with ST-Segment Elevation in an ECG.
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35	B. "STEMI Critical Care System" means a critical care component of the EMS
36	system developed by a local EMS agency that links prehospital and hospital care
37	to deliver treatment to STEMI patients.
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39	C. "Regional STEMI Center Review Committee" means the multi-disciplinary peer-
<b>4</b> 0	review committee, comprised of representatives from the STEMI Receiving
41	Centers, STEMI Referring Hospitals, and other professionals designated by the
12	AGENCY, which audits the STEMI Critical Care System makes
43	recommendations for system improvements, and functions in an advisory capacity
14	on other STEMI Critical Care System issues. Committee members designated by
45	the AGENCY may include, but are not limited to, STEMI Receiving Center
46	medical directors and program managers, representatives from other local

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47 hospitals, interventional and non-interventional cardiologists, emergency medicine sub-specialists, and representatives from ground and flight emergency 48 49 services providers. 50 D. "STEMI Receiving Center" or "SRC" means a licensed general acute care facility 51 that meets the minimum hospital STEMI care requirements to Section 52 100270.124 of CCR, Title 22, Division 9, Chapter 7.1 and is able to perform PCI. 53 54 E. "STEMI Referring Hospital" or "SRH" means a licensed general acute care 55 facility that meets the minimum hospital STEMI care requirements pursuant to 56 Section 100270.125 of CCR, Title 22, Division 9, Chapter 7.1. 57 58 F. "Percutaneous Coronary Intervention" or "PCI" means a procedure used to open 59 or widen a narrowed or blocked coronary artery to restore blood flow supplying 60 the heart, usually done on an emergency basis for a STEMI patient. 61 62 G. "STEMI Receiving Center Services" means the customary and appropriate 63 64 hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet STEMI Receiving Center Standards. 65 66 H. "STEMI Information System" means the computer information system maintained by 67 each STEMI Receiving Center which captures the presentation, diagnostic, treatment 68 and outcome data sets required by AGENCY and the STEMI Receiving Center 69 Standards. 70 71 72 I. "STEMI Receiving Center Standards" means the standards applicable to STEMI 73 Receiving Centers set forth in Exhibit B of this agreement, which is the Agency's EMS STEMI Receiving Center Designation Policy - 520.00. 74 75 76 J. "STEMI Alert" is a report from pre-hospital personnel that notifies a STEMI Receiving Center or STEMI Referring Hospital as early as possible that a patient 77 has a specific computer-interpreted pre-hospital 12-lead ECG indicating a 78 79 STEMI. 80 K. "12 Lead ECG Transmission" is the capability to send data using a variety of 81 82 technologies from the pre-hospital environment to a receiving destination or 83 physician's technology device in order to begin the next level of care to help save valuable time and tissue. 84 85 2. Term. 86 87 This Agreement shall be in effect for the period of January 1, 2024 thru December 31, 88

2027 (the "Term"), unless earlier terminated pursuant to this Agreement. If the Agency

determines that Hospital has satisfactorily performed all obligations herein and satisfied the PSC designation standards, Agency shall have the option to extend the term of this Agreement for an additional term of three (3) years, upon agreement of Hospital, under the terms and conditions provided herein.

# 3. Fees.

HOSPITAL shall pay AGENCY an annual monitoring fee per the approved EMS Fee Schedule (Exhibit A) for the STEMI Receiving Center Designation. The fee shall be used to pay the AGENCY's costs of administering and evaluating the STEMI Critical Care System. 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

# 4. Obligations of HOSPITAL.

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

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

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

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

E. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances.

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139	F.	HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities
140		needed to perform the services required under this Agreement.
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142	G.	HOSPITAL shall notify the AGENCY, in writing with an Agency Unusual
143	٠.	Occurrence Report, within twenty-four (24) hours of any failure to meet STEMI
144		Receiving Center Standards, and take corrective action within a reasonable period
145		of time to correct the failure.
146		of time to correct the fundic.
147	н	HOSPITAL shall immediately notify the AGENCY of any circumstances that will
147 148	11.	prevent HOSPITAL from providing STEMI Receiving Center Services.
149		prevent HOSI ITAL from providing STEAM Receiving Center Services.
	т	LICCDITAL shall comply with any ACENCY plan of competion, recording any
150	I.	HOSPITAL shall comply with any AGENCY plan of correction, regarding any
151 152		identified failure to meet STEMI Receiving Center Standards, within the timeframes
152		established by the AGENCY.
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154	J.	HOSPITAL shall maintain a designated telephone number to facilitate rapid access to
155		an on-site physician for consultation with community physicians and other providers
156		regarding care and transfer of STEMI Patients.
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158	K.	HOSPITAL shall actively and cooperatively participate as a member of the
159		AGENCY Regional STEMI Review Committee, and such other related
160		committees that may, from time to time, be named and organized by the
161		AGENCY.
162	L.	HOSPITAL shall maintain a STEMI Information System and submit STEMI
163		Information System data to AGENCY on a regular basis, as requested by the
164		AGENCY. HOSPITAL shall, at a minimum, collect and maintain the data
165		specified in the Title 22, Division 9, Chapter 7.1, Article 5, unless additional data
166		points are adopted by the Regional STEMI Review Committee.
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168	M.	HOSPITAL shall be accredited with the American College of Cardiology
169		Accreditation Services, or the American Heart Association (AHA): Mission
170		Lifeline, whichever accrediting body is mutually agreed upon between the
171		AGENCY, and the STEMI Regional Committee.
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173	N.	Hospital shall participate as a recipient of 12-Lead ECG transmission from the
174		pre-hospital environment.
175		pro nospital en in omnenti
176	5. Obliga	ations of the AGENCY.
170 177	J. Obliga	ations of the AGENC1.
177 178	Α.	The AGENCY shall meet and consult with HOSPITAL prior to the adoption
179		of and policy or procedure that concerns the administration of the STEMI
180		Critical Care System, or the triage, transport, and treatment of STEMI Patients
181	D	The ACENICY will associate and the HOCDITAL HAS INCOME.
182 183	В.	The AGENCY will provide, or cause to be provided to HOSPITAL and/or the
184		Regional STEMI Review Committee, pre-hospital system data related to STEMI care

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

# 6. Financial Responsibility.

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

# 7. Audits and Inspections.

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

# 8. Termination.

- A. 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.
- B. <u>Termination for Cause by AGENCY</u>. AGENCY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
  - 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 provide timely surgical and non-surgical physician coverage for STEMI Patients, causing unnecessary risk of mortality and/or morbidity for the STEMI Patient.
  - iv. Submission by HOSPITAL to the AGENCY reports or information that HOSPITAL knows or should know are incorrect in any material respect.
  - v. Any failure by HOSPITAL to comply with STEMI Receiving Center Standards.
  - vi. Loss or suspension of licensure as an acute care hospital.
  - vii. Loss or suspension of any existing or future special permits (Cardiac

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Catheterization Lab, Cardiovascular Surgery Service) issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation by the Joint Commission on the Accreditation of Health Care Organizations (JCAHO) or an equivalent accreditation body.

- viii. Loss or suspension of accreditation by American College of Cardiology Accreditation Services or AHA: Mission Lifeline (if accreditation is required by Agency for AHA: Mission Lifeline);
- ix. Any failure to comply with a plan of correction imposed by the AGENCY.
- x. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of HOSPITAL, which causes or contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients intended for HOSPITAL.
- xi. Repeated failure to submit specified reports, STEMI information System data, or other information required under this Agreement.
- C. Termination for cause by HOSPITAL. HOSPITAL may terminate this Agreement upon written notice to AGENCY, subject to opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
  - i. Any material breach of this Agreement by AGENCY.
- D. Opportunity to Cure. Prior to the exercise of the AGENCY's right to terminate for cause, the AGENCY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. The AGENCY may shorten the Correction Period to immediate suspension if the AGENCY determines that HOSPITAL's action or inaction has seriously threatened, or will seriously threaten, public health and safety, If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of the AGENCY, or the AGENCY has not approved a plan of correction within the Correction Period, the AGENCY may terminate this Agreement upon written notice to HOSPITAL, specifying the effective date of termination, No opportunity to cure is required prior to the AGENCY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by the AGENCY.

## 9. Maintenance of Records.

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

# 10. Reports, Evaluations, and Research Studies.

HOSPITAL shall, as may be reasonably requested by the AGENCY, participate in evaluations and/or research designed to show the effectiveness of the STEMI Critical Care System; and shall submit reports and materials on its STEMI services as reasonably requested by the AGENCY. These reports, evaluations and studies shall be used by the AGENCY to analyze and generate aggregate statistical reports on the STEMI Critical Care System performance.

# 11. Indemnification.

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352 353 Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party") and its directors, trustees, members, shareholders, partners, officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claim for injury or damages is caused by or results from the negligent or intentional acts or omissions of the Indemnifying Party or its directors, trustees, members, shareholders, partners, officers, employees or agents.

#### 12. Insurance.

- A. HOSPITAL and AGENCY shall provide and maintain the following programs of insurance, as specified in this Agreement. Such insurance may include alternative risk management programs, including self-insurance, provided that such alternative risk management programs provide protection equivalent to that specified under this Agreement.
- B. During the Term of this Agreement, HOSPITAL and AGENCY shall each at all times maintain, each at its sole cost and expense, commercial general liability insurance with per occurrence limits of not less than Two Million Dollars (\$2,000,000.00) and annual aggregate limits not less than Four Million Dollars (\$4,000,000.00). HOSPITAL and AGENCY shall each also arrange, each at its sole cost and expense, professional liability insurance, which includes coverage for each of their respective employees having limits of not less than Five Million Dollars (\$5,000,000.00) on claims made basis and an annual aggregate limit of not less than Fifteen Million Dollars (\$15,000,000.00). The parties acknowledge and agree that physicians and other clinicians are not employees or agents of HOSPITAL by virtue of being on HOSPITAL'S medical staff, and therefore such practitioners are not covered by HOSPITAL'S professional liability insurance.
- C. Any policy of insurance that AGENCY or HOSPITAL is required to maintain pursuant to this section shall be reasonably acceptable to the other party provided that any such policy obtained from a company duly licensed to do business in the State of California and having a Standard and Poor's or A.M. Best rating of at least A (or an equivalent or comparable rating from another rating agency) shall be deemed acceptable. AGENCY and HOSPITAL shall each provide to the other evidence of coverage required by this section within thirty (30) days after execution of this Agreement and at least annually thereafter or more frequently upon request.
- D. Each party shall maintain in full force and effect appropriate workers' compensation protection and unemployment insurance as required by law.
- E. HOSPITAL shall name and carry AGENCY as an additional insured on its Commercial General Liability insurance. The policy shall include the AGENCY, its officers, JPA Board, agents, and employees, individually and collectively, as additional insureds. Such coverage for additional insureds shall apply as primary insurance and any other insurance maintained by the AGENCY, its officers, JPA Board, agents, and employees, shall be in excess only and not contributing with insurance provided under HOSPITAL's policies.

# 13. Conflicts of Interest

Neither HOSPITAL nor the AGENCY shall exert any direct or indirect influence that would cause or contribute to the transport of STEMI Patients to a facility other than the closest STEMI Receiving Center, 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.

# 14. 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, including, but not limited to, facility and professional licensing, and or certification 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 (42 U.S.C. section 1395dd).

# 15. 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 ("OJG 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.

### 16. Nondiscrimination.

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

### 17. Confidentiality.

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, In accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. The AGENCY represents that it is a "Health Oversight Agency" under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to AGENCY, or anyone else, the following: (a) documents generated solely in anticipation of litigation, and (b) privileged documents, and (c) 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 raise all applicable objections or defenses to the demand for disclosure.

# 18. Mutual Cooperation.

It is agreed that mutual non-competition among the designated STEMI Receiving Centers, as well as their associated helicopter services, is vital to providing optimal medical care under the STEMI Critical 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 STEMI Patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

#### 19. 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: [Hospital CEO's Name], Chief Executive Officer, Doctors Medical Center, 1441 Florida Ave, Modesto, CA 95350

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

# 20. 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.

#### 21. 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 services 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.

# 22. 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.

# 23. Entire Agreement; Changes and Amendments.

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

24. 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.

# 25. 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.

# 26. 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.

[Signatures on following page]

505	SIGNATURE PA	GE
506 507 508 509	<b>IN WITNESS WHEREOF,</b> the parties hereto have cau execute this Agreement on behalf of:	ised their authorized representatives to
510	Signed:	
511		DOCTORS MEDICAL CENTER INC
512	STANISLAUS COUNTY EMS AGENCY	DOCTORS MEDICAL CENTER, INC.
513		D/B/A EMANUEL MEDICAL CENTER
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516	DocuSigned by:	DocuSigned by:
517	Alexander our contract	hy Murali N. Naidu 2/19/2024   9:27 PM C
518	by 2/19/2024   5:33 PM CST	<i>y</i> , , , , , , , , , , , , , , , , , , ,
519	Chad Braner Date	Murali N. Naidu, M.D., FACS Date
520		
521	EMS Director	Chief Executive Officer

# Exhibit A



# AGENCY FEE SCHEDULE – Effective July 1, 2022

# **Specialty Center**

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

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

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

# Exhibit B



Policy Number: 520.00 REVIEW DATE: 9/1/2020 Title: STEMI RECEIVING CENTER DESIGNATION EFFECTIVE DATE: 9/1/2015

#### EMS STEMI RECEIVING CENTER DESIGNATION

#### I. AUTHORITY

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

#### II. DEFINITIONS

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

### III. PURPOSE

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

# IV. POLICY

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

Stanislaus County EMS Agency roles and responsibilities.

- 4. Agree to accept all EMS patients meeting STEMI patient triage criteria and all "STEMI Alert" patientstransferred from other hospitals within the Stanislaus County EMS Region and provide a plan for the triage and treatment of simultaneously presenting STEMI patients regardless of ICU/CCU or ED saturation status.
- Meet STEMI Receiving Center Designation Requirements as defined in the Stanislaus County EMS Agency STEMI Receiving Center Designation Criteria Application and Evaluation Matrix. The criteria include:
  - a. Hospital Services Including:
    - Special permit for cardiac catheterization laboratory pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations.
    - Intra-aortic balloon pump capability with necessary staff available 24 hours a day 7 days a week365 days a year.
  - iii. California permit for cardiovascular surgery or a written plan for emergency transport to a facility with cardiovascular surgery available with timely (within 1 hour) transfer steps and agreements.
  - iv. Continuous availability of PCI resources 24 hours a day 7 days a week 365 days a year.
  - v. Recorded Med-net radio or recorded phone line available 24 hours a day 7 days a week 365 days a year to be used for pre-hospital communication regarding "STEMI Alert" patients and for notifications of "STEMI Alert" transfers from other hospitals.
  - b. Hospital Personnel Including:
    - STEMI Receiving Center Medical Director who must be board-certified in Internal Medicine with a sub-specialty in cardiovascular disease.
    - ii. STEMI Receiving Center Program Manager who must be an RN.
  - Cardiac Catheterization Lab Manager/Coordinator who must be an RN if not directly reporting to the STEMI Receiving Center Program Manager
  - iv. A daily roster of interventional cardiologists who must:
    - Be available and present in the SRC within 30 minutes of the activation of the SRC'sinternal STEMI/PCI system
    - Have privileges in percutaneous coronary interventions (PCI).
  - v. A daily roster of cardiovascular surgeons who must be available and present in the SRC within 30 minutes of documented request, or SRC's without cardiovascular surgery capability shall have written transfer guidelines and a plan for emergency transfer within 1 hour if medically necessary.

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- c. Clinical Requirements Including:
  - ACC/AHA guidelines for activity levels of facilities and practitioners for both primary PCI and total PCI events are adopted herein and may require periodic updating:
    - Interventionalist shall perform a minimum of 11 primary (emergency) PCI procedures and 75 total (emergency plus elective) procedures per year.
    - SRC shall perform a minimum of 36 primary (emergency) PCI procedures and 200 total(emergency plus elective) PCI procedures annually.
  - Performance and outcome measures will be assessed initially in the survey process and will be monitored closely on an ongoing basis.
- d. SRC Internal Hospital Policies/Plans
  - i. Base Hospital STEMI medical control and quality improvement plan
  - ii. ED STEMI patient management plan
  - iii. Cardiac Interventionalist activation plan
  - iv. Cardiac Catheterization Lab team activation plan
  - v. STEMI contingency plans for personnel and equipment
  - vi. Coronary angiography policy
  - vii. PCI and use of Fibrinolytic policy
  - viii. Interfacility transfer STEMI policies/protocols
  - ix. Transfer agreements for cardiac surgery, as appropriate
  - x. STEMI patient triage
  - e. Performance Improvement Program for EMS Patients including:
    - Participation in Stanislaus County EMS SRC QI Committee, whose membership includes:
      - a) EMS Medical Director
      - b) EMS Quality Improvement Coordinator
      - Designated Cardiologist from each SRC
      - d) Designated quality improvement representative from each SRC

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- Meetings to be held on a quarterly basis and in accordance with California Evidence Code 1157(Regarding Confidentiality).
  - a) The proceedings and records of this committee are confidential and are protected under section 1157 and 1157.5 of the Evidence Code, State of California. Members and invited guests of the SRC QI Committee are required to sign a Confidentiality Agreement, which is maintained on file at the EMS agency, as a condition of attendance.
- iii. Written internal quality improvement plan/program description for STEMI patients shall includeappropriate evidence of an internal review process that includes:
  - a) Mortality Rate (within 30 days, related to procedure regardless of mechanism)
  - b) Emergency CABG rate (result of procedure failure or complication)
  - Vascular complications (access site, transfusion, or operative intervention required)
  - d) Cerebrovascular accident rate (peri-procedure)
  - e) Sentinel event, system and organization issue review and resolution processes
- iv. Participation in Prehospital STEMI related educational activities
- f. Data Collection, Submission and Analysis
- i. Participation in National Cardiac Data Registry
- Participation in Stanislaus County EMS Agency data collection as defined by Data Requirements for STEMI Centers.
- iii. Participation in receiving 12 lead transmissions from EMS System ambulance providers

#### B. Designation

- The STEMI Site Review Team, which reviews the written proposal and conducts site visits, will include an interventional cardiologist, emergency physician, nurse coordinator, and/or hospital administrator(s), EMS agency administrator(s), and/or similar experts as necessary.
- Based on the recommendation(s) of the STEMI Site Review Team, the Stanislaus County EMS Agency will designate the STEMI center(s).
- SRC designation shall be awarded to a hospital following satisfactory review of written documentation and initial site visit and an agreement between the hospital and Stanislaus County EMS Agency.
- SRC designation shall be for a period of 2 years initially, then every three years thereafter, contingent onsatisfactory reviews and payment of appropriate fees.

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