

**ASSIGNMENT OF AGREEMENT CONCERNING  
DESIGNATION AS A ST ELEVATION MYOCARDIAL INFARCTION 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 Emanuel 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.

COUNTY OF STANISLAUS


MOUNTAIN VALLEY EMERGENCY  
MEDICAL SERVICES AGENCY


By:  - 6.23.22  
Richard Murdock  
Chief of Emergency Services

By:  6/28/22  
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**



- 1 d. "STEMI Receiving Center" or "SRC" means a licensed general acute care facility that  
2 meets the minimum hospital STEMI care requirements to Section 100270.124 of CCR,  
3 Title 22, Division 9, Chapter 7.1 and is able to perform PCI.  
4
- 5 e. "STEMI Referring Hospital" or "SRH" means a licensed general acute care facility that  
6 meets the minimum hospital STEMI care requirements pursuant to Section 100270.125  
7 of CCR, Title 22, Division 9, Chapter 7.1.  
8
- 9 f. "Percutaneous Coronary Intervention" or "PCI" means a procedure used to open or  
10 widen a narrowed or blocked coronary artery to restore blood flow supplying the heart,  
11 usually done on an emergency basis for a STEMI patient.  
12
- 13 g. "STEMI Receiving Center Services" means the customary and appropriate hospital and  
14 physician services provided by a STEMI Receiving Center to STEMI patients, which, at a  
15 minimum, meet STEMI Receiving Center Standards.  
16
- 17 h. "STEMI Information System" means the computer information system maintained by  
18 each STEMI Receiving Center which captures the presentation, diagnostic, treatment  
19 and outcome data sets required by AGENCY and the STEMI Receiving Center  
20 Standards.  
21
- 22 i. "STEMI Receiving Center Standards" means the standards applicable to STEMI  
23 Receiving Centers set forth in Exhibit A of this agreement, which is the Agency's EMS  
24 STEMI Receiving Center Designation Policy – 520.00.  
25
- 26 j. "STEMI Alert" is a report from pre-hospital personnel that notifies a STEMI Receiving  
27 Center or STEMI Referring Hospital as early as possible that a patient has a specific  
28 computer-interpreted pre-hospital 12-lead ECG indicating a STEMI.  
29
- 30 k. "12 Lead ECG Transmission" is the capability to send data using a variety of  
31 technologies from the pre-hospital environment to a receiving destination or physician's  
32 technology device in order to begin the next level of care to help save valuable time and  
33 tissue.  
34

## 35 **2. Term.**

36 This Agreement shall be in effect for the period of January 1, 2021 thru December 31, 2023  
37 (the "Term"), unless earlier terminated pursuant to this Agreement. If the Agency  
38 determines that Hospital has satisfactorily performed all obligations herein and satisfied the  
39 PSC designation standards, Agency shall have the option to extend the term of this  
40 Agreement for an additional term of three (3) years, upon agreement of Hospital, under the  
41 terms and conditions provided herein.  
42

## 43 **3. Fees.**

44 HOSPITAL shall pay AGENCY an annual fee of thirty-two thousand dollars (\$32,000) for the  
45 STEMI Receiving Center Designation. The fee shall be used to pay the AGENCY's costs of  
46 administering and evaluating the STEMI Critical Care System. Payments can be made in  
47 full by January 31st on a one-time annual basis or on a quarterly basis in four installments of  
48 eight thousand dollars (\$8,000) due by the 15<sup>th</sup> of each of the following months; January,  
49 April, July, and October. In the event of the termination of this Agreement by AGENCY  
50  
51

1 without cause, AGENCY shall return to HOSPITAL a prorated amount of the annual fee paid  
2 by HOSPITAL for that year. The fee is not otherwise refundable in whole or in part.  
3

#### 4 **4. Obligations of HOSPITAL**

5

- 6 a. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that  
7 comes to the emergency department of HOSPITAL, regardless of the STEMI Patient's  
8 ability to pay physician fees and/or hospital costs. For the purpose of this Agreement,  
9 the phrase "comes to the emergency department" shall have the same meaning as set  
10 forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section  
11 1395dd) and the regulations promulgated thereunder (EMTALA). HOSPITAL  
12 acknowledges that AGENCY makes no representation, and does not guarantee that  
13 STEMI Patients will be delivered or diverted to HOSPITAL for care and cannot assure  
14 that a minimum number of STEMI Patients will be delivered to HOSPITAL during the  
15 term of this Agreement.  
16
- 17 b. Any transfer of a STEMI Patient by HOSPITAL must be in accordance with EMTALA.  
18
- 19 c. HOSPITAL shall comply with Agency STEMI Receiving Center Designation Policy  
20 520.00 as described in Exhibit A, which is attached and incorporated into this  
21 Agreement. HOSPITAL shall monitor compliance with STEMI Receiving Center  
22 Standards on a regular and ongoing basis. Documentation of such efforts shall be made  
23 available to the AGENCY upon request.  
24
- 25 d. Maintain all services and personnel necessary to comply with the standards set forth in  
26 the CCR, Title 22, Division 9, including Chapter 7.1, ST-Elevation Myocardial Infarction  
27 Critical Care System.  
28
- 29 e. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and  
30 other medical staff possessing that degree of learning and skill ordinarily possessed by  
31 medical personnel practicing in the same or similar circumstances.  
32
- 33 f. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities  
34 needed to perform the services required under this Agreement.  
35
- 36 g. HOSPITAL shall notify the AGENCY, in writing with an Agency Unusual Occurrence  
37 Report, within twenty-four (24) hours of any failure to meet STEMI Receiving Center  
38 Standards, and take corrective action within a reasonable period of time to correct the  
39 failure.  
40
- 41 h. HOSPITAL shall immediately notify the AGENCY of any circumstances that will prevent  
42 HOSPITAL from providing STEMI Receiving Center Services.  
43
- 44 i. HOSPITAL shall comply with any AGENCY plan of correction, regarding any identified  
45 failure to meet STEMI Receiving Center Standards, within the timeframes established by  
46 the AGENCY.  
47
- 48 j. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an  
49 on-site physician for consultation with community physicians and other providers  
50 regarding care and transfer of STEMI Patients.  
51

1 k. HOSPITAL shall actively and cooperatively participate as a member of the AGENCY  
2 Regional STEMI Review Committee, and such other related committees that may, from  
3 time to time, be named and organized by the AGENCY.  
4

5 i. HOSPITAL shall maintain a STEMI Information System and submit STEMI Information  
6 System data to AGENCY on a regular basis, as requested by the AGENCY. HOSPITAL  
7 shall, at a minimum, collect and maintain the data specified in the STEMI Receiving  
8 Center Standards unless additional data points are adopted by the Regional STEMI  
9 Review Committee  
10

11 1) HOSPITAL will provide de-identified data set for use by AGENCY, to ensure the  
12 removal of all Protected Health Information ("PHI") and Personally Identifiable  
13 Information ("PII") identifiers prior to disclosure:  
14

15 PHI and PII identifiers include:

- 16 a. Name
- 17 b. Address
- 18 c. Dates (birth, admission, discharge)
- 19 d. Phone or fax number
- 20 e. Driver's license
- 21 f. Email address
- 22 g. Social security number
- 23 h. Medical record number
- 24 i. Health plan beneficiary number
- 25 j. Account number
- 26 k. Certificate or license number
- 27 l. Vehicle or device serial number
- 28 m. Web address
- 29 n. Internet protocol address
- 30 o. Finger or voice prints
- 31 p. Photos
- 32 q. Any other unique identifying numbers
- 33 r. Age greater than eighty-nine (89)  
34

35 m. HOSPITAL shall be accredited with the American College of Cardiology Accreditation  
36 Services (Formerly Society of Cardiovascular Patient Care) or the American Heart  
37 Association (AHA): Mission Lifeline.  
38

Commented [LD1]: Confirming

39 n. Hospital shall participate as a recipient of 12 Lead ECG transmission from the pre-  
40 hospital environment.  
41

## 42 5. Obligations of the AGENCY.

43

44 a. The AGENCY shall meet and consult with HOSPITAL prior to the adoption of and policy  
45 or procedure that concerns the administration of the STEMI Critical Care System, or the  
46 triage, transport, and treatment of STEMI Patients.  
47

48 b. The AGENCY will provide, or cause to be provided to HOSPITAL and/or the Regional  
49 STEMI Review Committee, pre-hospital system data related to STEMI care.  
50

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

1 measures for each component and for the system function as a whole (both process and  
2 outcomes measures) and by employing continuous quality improvement strategies and  
3 collaboration with stakeholders.  
4

#### 5 **6. Financial Responsibility.**

6  
7 Except as provided in Section 11 (Indemnification), AGENCY shall not be liable for any  
8 costs or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this  
9 Agreement, including any costs or expenses incurred by HOSPITAL for services provided to  
10 STEMI Patients lacking the ability to pay for services.  
11

#### 12 **7. Audits and Inspections.**

13  
14 With the provision of at least thirty (30) calendar days written notice and to the extent  
15 permitted by law, duly authorized representatives of AGENCY shall have right of access  
16 during normal business hours to HOSPITAL's non-privileged files and records relating to the  
17 services performed hereunder. AGENCY agrees to treat such files and records as  
18 confidential information subject to Section 17 (Confidentiality) of this Agreement, and shall  
19 not make copies or remove such files or records from HOSPITAL'S premises.  
20

#### 21 **8. Termination.**

22  
23 a. Termination without Cause. The AGENCY may terminate this Agreement without cause  
24 upon ninety (90) days written notice to HOSPITAL. HOSPITAL may terminate this  
25 Agreement without cause upon one hundred eighty (180) days written notice to the  
26 AGENCY.  
27

28 b. Termination for Cause by AGENCY. AGENCY may terminate this Agreement upon  
29 written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth  
30 below, upon the occurrence of any one or more of the following events:  
31

- 32 1) any material breach of this Agreement by HOSPITAL;
- 33
- 34 2) any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
- 35
- 36 3) any failure to provide timely surgical and non-surgical physician coverage for STEMI  
37 Patients, causing unnecessary risk of mortality and/or morbidity for the STEMI  
38 Patient;
- 39
- 40 4) submission by HOSPITAL to the AGENCY reports or information that HOSPITAL  
41 knows or should know are incorrect in any material respect;
- 42
- 43 5) any failure by HOSPITAL to comply with STEMI Receiving Center Standards;
- 44
- 45 6) loss or suspension of licensure as an acute care hospital, loss or suspension of any  
46 existing or future special permits (Cardiac Catheterization Lab, Cardiovascular  
47 Surgery Service) issued by state or federal agencies necessary for the provision of  
48 the services provided by HOSPITAL under the terms of this Agreement, or loss or  
49 suspension of accreditation by the Joint Commission on the Accreditation of Health  
50 Care Organizations (JCAHO) or an equivalent accreditation body;
- 51

- 1 7) loss or suspension of accreditation by American College of Cardiology Accreditation  
2 Services or AHA: Mission Lifeline (if accreditation is required by Agency for AHA:  
3 Mission Lifeline);  
4  
5 8) any failure to comply with a plan of correction imposed by the AGENCY;  
6  
7 9) any failure to remedy any recurring malfunction, physician, nursing and other staff  
8 shortages, staff response delays, or facility problems of HOSPITAL, which causes or  
9 contributes to HOSPITAL's diversion of ambulances transporting STEMI Patients  
10 intended for HOSPITAL; and  
11  
12 10) repeated failure to submit specified reports, STEMI information System data, or other  
13 information required under this Agreement.  
14

15 c. Termination for cause by HOSPITAL. HOSPITAL may terminate this Agreement upon  
16 written notice to AGENCY, subject to opportunity to cure as set forth below, upon the  
17 occurrence of any one or more of the following events:  
18

19 1) Any material breach of this Agreement by AGENCY.  
20

21 d. Opportunity to Cure. Prior to the exercise of the AGENCY's right to terminate for cause,  
22 the AGENCY shall give HOSPITAL at least thirty (30) days written notice (hereinafter  
23 "Correction Period") specifying in reasonable detail the grounds for termination and all  
24 deficiencies requiring correction. The AGENCY may shorten the Correction Period to  
25 immediate suspension if the AGENCY determines that HOSPITAL's action or inaction  
26 has seriously threatened, or will seriously threaten, public health and safety. If  
27 HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to  
28 the satisfaction of the AGENCY, or the AGENCY has not approved a plan of correction  
29 within the Correction Period, the AGENCY may terminate this Agreement upon written  
30 notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure  
31 is required prior to the AGENCY's termination of this Agreement for failure by  
32 HOSPITAL to complete any plan of correction imposed by the AGENCY.  
33

#### 34 **9. Maintenance of Records.**

35  
36 HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of  
37 this Agreement and for a period of seven (7) years from the termination of this Agreement or  
38 until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise  
39 required under other provisions of this Agreement. Such records shall be maintained in  
40 such a fashion as to be able to separately identify STEMI Patients from all other patients.  
41

#### 42 **10. Reports, Evaluations, and Research Studies.**

43  
44 HOSPITAL shall, as may be reasonably requested by the AGENCY, participate in  
45 evaluations and/or research designed to show the effectiveness of the STEMI Critical Care  
46 System; and shall submit reports and materials on its STEMI services as reasonably  
47 requested by the AGENCY. These reports, evaluations and studies shall be used by the  
48 AGENCY to analyze and generate aggregate statistical reports on the STEMI Critical Care  
49 System performance.  
50  
51  
52



1 **11. Indemnification.**  
2

3 Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the  
4 other party (the "Indemnified Party") and its directors, trustees, members, shareholders,  
5 partners, officers, employees and agents from and against any and all liability, loss, expense  
6 (including reasonable attorneys' fees) or claims for injury or damages arising out of the  
7 performance of this Agreement, but only in proportion to and to the extent such liability, loss,  
8 expense or claim for injury or damages is caused by or results from the negligent or  
9 intentional acts or omissions of the Indemnifying Party or its directors, trustees, members,  
10 shareholders, partners, officers, employees or agents.  
11

12 **12. Insurance.**  
13

- 14 a. HOSPITAL and AGENCY shall provide and maintain the following programs of  
15 insurance, as specified in this Agreement. Such insurance may include alternative risk  
16 management programs, including self-insurance, provided that such alternative risk  
17 management programs provide protection equivalent to that specified under this  
18 Agreement.  
19
- 20 b. During the Term of this Agreement, HOSPITAL and AGENCY shall each at all times  
21 maintain, each at its sole cost and expense, commercial general liability insurance with  
22 per occurrence limits of not less than Two Million Dollars (\$2,000,000.00) and annual  
23 aggregate limits not less than Four Million Dollars (\$4,000,000.00). HOSPITAL and  
24 AGENCY shall each also arrange, each at its sole cost and expense, professional  
25 liability insurance, which includes coverage for each of their respective employees  
26 having limits of not less than Five Million Dollars (\$5,000,000.00) on claims made basis  
27 and an annual aggregate limit of not less than Fifteen Million Dollars (\$15,000,000.00).  
28 The parties acknowledge and agree that physicians and other clinicians are not  
29 employees or agents of HOSPITAL by virtue of being on HOSPITAL'S medical staff, and  
30 therefore such practitioners are not covered by HOSPITAL'S professional liability  
31 insurance.  
32
- 33 c. Any policy of insurance that AGENCY or HOSPITAL is required to maintain pursuant to  
34 this section shall be reasonably acceptable to the other party provided that any such  
35 policy obtained from a company duly licensed to do business in the State of California  
36 and having a Standard and Poor's or A.M. Best rating of at least A (or an equivalent or  
37 comparable rating from another rating agency) shall be deemed acceptable. AGENCY  
38 and HOSPITAL shall each provide to the other evidence of coverage required by this  
39 section within thirty (30) days after execution of this Agreement and at least annually  
40 thereafter or more frequently upon request.  
41
- 42 d. Each party shall maintain in full force and effect appropriate workers' compensation  
43 protection and unemployment insurance as required by law.  
44
- 45 e. HOSPITAL shall name and carry AGENCY as an additional insured on its Commercial  
46 General Liability insurance. The policy shall include the AGENCY, its officers, JPA  
47 Board, agents, and employees, individually and collectively, as additional insureds.  
48 Such coverage for additional insureds shall apply as primary insurance and any other  
49 insurance maintained by the AGENCY, its officers, JPA Board, agents, and employees,  
50 shall be in excess only and not contributing with insurance provided under HOSPITAL's  
51 policies.  
52

1 **13. Conflicts of Interest.**

2  
3 Neither HOSPITAL nor the AGENCY shall exert any direct or indirect influence that would  
4 cause or contribute to the transport of STEMI Patients to a facility other than the closest  
5 STEMI Receiving Center, except as specifically authorized by AGENCY policies or  
6 procedures. HOSPITAL and AGENCY shall comply with all applicable federal, state, and  
7 local conflict of interest laws and regulations.  
8

9 **14. Compliance.**

10 The parties shall comply with applicable federal, state, and local laws, rules and regulations,  
11 and AGENCY policies and procedures in effect at the inception of this Agreement or that  
12 become effective during the term of this Agreement, including, but not limited to, facility and  
13 professional licensing, and or certification laws and regulations, the Health Insurance  
14 Portability and Accountability Act (HIPAA) of 1996 (42 U.S.C. section 1320d et seq.), and  
15 the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).  
16  
17

18 **15. Exclusion Lists Screening.**

19 Agency certifies that neither it, nor any of its employees, nor any subcontractor providing  
20 Services, is currently named as an excluded entity or individual on the "List of Excluded  
21 Individuals/Entities" of the Department of Health and Human Services Office of the Inspector  
22 General ("OIG List"), the "Excluded Parties List System" of the System for Award  
23 Management ("EPLS"), the "Specially Designated Nationals List" ("SDN List") or the "Foreign  
24 Sanctions Evaders List" ("FSE List") of the Office of Foreign Assets Control, or any State  
25 debarment or exclusion list, including, but not limited to, the California Department of Health  
26 Care Services Medi-Cal Program Suspended and Ineligible Provider List or any other  
27 sanctions list that would make Agency, or any of its employees or subcontractors ineligible  
28 to participate in any federal or state funded programs (collectively, "Lists"). Agency shall  
29 immediately notify Hospital if at any point during the Term Agency, or any of its employees,  
30 or any subcontractor providing Services under this Agreement is named as an excluded  
31 entity or individual on any of the Lists.  
32  
33

34 **16. Nondiscrimination.**

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

2  
3 The parties agree to maintain the confidentiality of all patient information and records  
4 obtained in the course of providing services under this Agreement, in accordance with all  
5 applicable federal and state statutes and regulations and local ordinances. Such  
6 information shall be divulged only as provided by law. The AGENCY represents that it is a  
7 "Health Oversight Agency" under HIPAA and, therefore, a Business Associate Agreement is  
8 not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to  
9 AGENCY, or anyone else, the following: (a) documents generated solely in anticipation of  
10 litigation, and (b) privileged documents, and (c) documents by, or for the use of, any medical  
11 staff committee having the responsibility of evaluation and improvement of the quality of  
12 care rendered in the hospital. Disclosure of any medical staff document to AGENCY shall  
13 not constitute a waiver by HOSPITAL of the protections afforded by California Evidence  
14 Code Section 1157 or any other protections. If any disclosure of information contained in a  
15 medical staff committee document is sought from the AGENCY by a third party, the  
16 AGENCY shall notify HOSPITAL and shall raise all applicable objections or defenses to the  
17 demand for disclosure.  
18

19 **18. Mutual Cooperation.**

20  
21 It is agreed that mutual non-competition among the designated STEMI Receiving Centers,  
22 as well as their associated helicopter services, is vital to providing optimal medical care  
23 under the STEMI Critical Care System. In furtherance of such cooperation, HOSPITAL  
24 agrees to provide access to the helipad, if any, located at HOSPITAL to all helicopter  
25 services, to the extent necessary to triage and/or transport STEMI Patients to HOSPITAL.  
26 HOSPITAL will not charge helicopter services for such landing privileges.  
27

28 **19. Notices.**

29  
30 Any notice or notices required or permitted to be given pursuant to this Agreement may be  
31 personally served on the other party by giving the party such notice, or may be served by  
32 certified mail, postage prepaid, return receipt requested, or by national overnight delivery  
33 service to the following representatives at the addresses cited below:  
34

35 To HOSPITAL: Lani Dickinson, Chief Executive Officer, Emanuel Medical Center, 825  
36 Delbon Ave, Turlock, CA 95382  
37

38 To AGENCY: Lance Doyle, Executive Director, Mountain-Valley EMS Agency, 1101  
39 Standiford Ave, Suite D-1, Modesto CA 95350  
40

41 **20. Governing Law.**

42  
43 This Agreement has been executed and delivered in, and will be construed and enforced in  
44 accordance with, the laws of the State of California.  
45

46 **21. Assignment.**

47  
48 HOSPITAL shall not delegate its duties and responsibilities or assign its rights hereunder, or  
49 both, either in whole or in part, without the prior written consent of the AGENCY. This  
50 provision shall not be applicable to services agreements or contracts or similar  
51 arrangements usually and customarily entered into by medical facilities to obtain or arrange

1 for professional medical services, administrative support, equipment, supplies or technical  
2 support.

3  
4 **22. No Third Party Beneficiaries.**

5  
6 The parties do not intend to confer and this Agreement shall not be construed to confer any  
7 rights to any person, group, corporation, or entity other than the parties.

8  
9 **23. Entire Agreement; Changes and Amendments**

10  
11 This Agreement and the exhibits and references contained herein fully express all  
12 understandings of the parties concerning the matters covered herein. No addition to or  
13 alteration of the terms and conditions of this Agreement, and no verbal understanding of the  
14 parties, or their officers, agents or employees, shall be valid unless made in the form of a  
15 written amendment to this Agreement that is signed by all parties.

16  
17 **24. Severability.**

18  
19 If any provision of this Agreement is found by a court of competent jurisdiction to be void,  
20 invalid or unenforceable, the same will either be reformed to comply with applicable law or  
21 stricken if not so conformable, so as not to affect the validity or enforceability of this  
22 Agreement.

23  
24 **25. Waiver.**

25  
26 No delay or failure to require performance of any provision of this Agreement shall constitute  
27 a waiver of that provision as to that or any other instance. Any waiver granted by a party  
28 must be in writing, and shall apply to the specific instance expressly stated.

29  
30 **26. Surviving Obligations**

31  
32 All obligations under this Agreement which are continuing in nature shall survive the  
33 termination or conclusion of this Agreement, including but not limited to, the provisions  
34 concerning indemnification and confidentiality.

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43 *[Signatures on following page]*  
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**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have caused their authorized representatives to execute this Agreement on behalf of:


**Signed:**

MOUNTAIN-VALLEY EMS AGENCY

EMANUEL MEDICAL CENTER

by  \_\_\_\_\_  
Lance Doyle  
Executive Director

 \_\_\_\_\_  
Date

by  \_\_\_\_\_ Nov 23, 2020  
LANI DICKINSON (Nov 23, 2020 15:14 PST)  
Lani Dickinson  
Chief Executive Officer

\_\_\_\_\_ Date

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**EXHIBIT A**  
**Agency STEMI Receiving Center Designation Policy**

[Attached]

APPROVED: Signature On File In EMS Office  
Executive Director

EFFECTIVE DATE 9/1/2015  
SUPERSEDES:

Signature On File In EMS Office  
Medical Director

REVIEW DATE: 9/2020  
PAGE: 1 of 4

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**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.
- B. "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 Mountain-Valley EMS Agency region that has an interventional 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 hospital administration supporting the center's interventional cardiology mission for STEMI patients
- E. "STEMI Referral Hospital (SRH)" is any hospital in the Mountain-Valley EMS Agency region that lacks the 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 Mountain-Valley 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 Mountain-Valley EMS Agency region; a hospital must meet the following requirements:
  - 1. Possess current California licensure as an acute care facility providing Basic Emergency Medical Services.
  - 2. Hold current status as a Base Hospital in the Mountain-Valley EMS Agency region.
  - 3. Enter into a written agreement with the Mountain-Valley EMS Agency identifying SRC and MVEMSA roles and responsibilities.

4. Agree to accept all EMS patients meeting STEMI patient triage criteria and all “STEMI Alert” patients transferred from other hospitals within the Mountain-Valley EMS Region and provide a plan for the triage and treatment of simultaneously presenting STEMI patients regardless of ICU/CCU or ED saturation status.
5. Meet STEMI Receiving Center Designation Requirements as defined in the Mountain-Valley EMS Agency STEMI Receiving Center Designation Criteria Application and Evaluation Matrix. The criteria includes:
  - a. Hospital Services Including:
    - i. Special permit for cardiac catheterization laboratory pursuant to the provisions of Title 22, Division 5, of the California Code of Regulations.
    - ii. Intra-aortic balloon pump capability with necessary staff available 24 hours a day 7 days a week 365 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:
    - i. 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.
    - iii. 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:
      - a) Be available and present in the SRC within 30 minutes of the activation of the SRC’s internal STEMI/PCI system
      - b) 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.
  - c. Clinical Requirements Including:
    - i. 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:
      - a) Interventionalist shall perform a minimum of 11 primary (emergency) PCI procedures and 75 total (emergency plus elective) procedures per year.
      - b) SRC shall perform a minimum of 36 primary (emergency) PCI procedures and 200 total (emergency plus elective) PCI procedures annually.
    - ii. 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:
  - i. Participation in Mountain-Valley EMS SRC QI Committee, whose membership includes:
    - a) EMS Medical Director
    - b) EMS Quality Improvement Coordinator
    - c) Designated Cardiologist from each SRC
    - d) Designated quality improvement representative from each SRC
  - ii. 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 include appropriate 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)
    - c) 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
- ii. Participation in Mountain-Valley 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

1. 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.
2. Based on the recommendation(s) of the STEMI Site Review Team, the MVEMSA Board of Directors will designate the STEMI center(s).
3. 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 Mountain-Valley EMS Agency.
4. SRC designation shall be for a period of 2 years initially, then every three years thereafter, contingent on satisfactory reviews and payment of appropriate fees.
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