

**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 Sutter Valley Hospitals, dba Memorial Medical Center (“Contractor”), effective October 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**



- d. "STEMI Receiving Center" or "SRC" means a hospital in the Agency's 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" or "SRH" is any hospital in the Agency's region that lacks the availability or continuous availability of 24 hours a day, 7 days a week, and 365 days a year as a primary PCI. These hospitals have the ability to administer thrombolytics to a STEMI patient. The hospitals will also have written transfer policies for STEMI patients to STEMI Receiving Centers (SRC).
- f. "Percutaneous Coronary Intervention" or "PCI" refers to a procedure, commonly referred to as angioplasty, which is used to open narrowed or blocked coronary arteries.
- g. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI patients, which, at a minimum, meet STEMI Receiving Center Standards.
- h. "STEMI Information System" means the computer information system maintained by each STEMI Receiving Center which captures the presentation, diagnostic, treatment and outcome data sets required by AGENCY and the STEMI Receiving Center Standards.
- i. "STEMI Receiving Center Standards" means the standards applicable to STEMI Receiving Centers set forth in Exhibit A of this agreement, which is the Agency's EMS STEMI Receiving Center Designation Policy – 520.00.
- j. "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 specific computer-interpreted pre-hospital 12-lead ECG indicating a STEMI.
- k. "12 Lead ECG Transmission" is the capability to send data using a variety of technologies from the pre-hospital environment to a receiving destination or physician's technology device in order to begin the next level of care to help save valuable time and tissue.

**2. Term.**

This Agreement shall be in effect for an initial period of three (3) years effective as of the Effective Date (the "Term"), unless earlier terminated pursuant to this Agreement.

**3. Fees.**

HOSPITAL shall pay AGENCY an annual fee of thirty-two thousand dollars (\$32,000) for the STEMI Receiving Center Designation. The fee shall be used to pay the AGENCY's costs of administering and evaluating the STEMI Care System. Payments can be made in full by January 31st on a one-time annual basis or on a quarterly basis in four installments of eight thousand dollars (\$8,000) due by the 15<sup>th</sup> of each of the following months; January, April, July, and October. In the event of the termination of this Agreement by AGENCY without

1 cause, AGENCY shall return to HOSPITAL a prorated amount of the annual fee paid by  
2 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. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and  
26 other medical staff possessing that degree of learning and skill ordinarily possessed by  
27 medical personnel practicing in the same or similar circumstances.  
28  
29 e. HOSPITAL shall provide all persons, employees, supplies, equipment, and facilities  
30 needed to perform the services required under this Agreement.  
31  
32 f. HOSPITAL shall notify the AGENCY, in writing with an Agency Unusual Occurrence  
33 Report, within twenty-four (24) hours of any failure to meet STEMI Receiving Center  
34 Standards, and take corrective action within a reasonable period of time to correct the  
35 failure.  
36  
37 g. HOSPITAL shall immediately notify the AGENCY of any circumstances that will prevent  
38 HOSPITAL from providing STEMI Receiving Center Services.  
39  
40 h. HOSPITAL shall comply with any AGENCY plan of correction, regarding any identified  
41 failure to meet STEMI Receiving Center Standards, within the timeframes established by  
42 the AGENCY.  
43  
44 i. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an  
45 on-site physician for consultation with community physicians and other providers  
46 regarding care and transfer of STEMI Patients.  
47  
48 j. HOSPITAL shall actively and cooperatively participate as a member of the Mountain-  
49 Valley EMS Agency Regional STEMI Center Review Committee, and such other related  
50 committees that may, from time to time, be named and organized by the AGENCY.  
51

1 k. HOSPITAL shall maintain a STEMI Information System and submit STEMI Information  
2 System data to AGENCY on a regular basis, as requested by the AGENCY. HOSPITAL  
3 shall, at a minimum, collect and maintain the data specified in the STEMI Receiving  
4 Center Standards unless additional data points are adopted by the Regional STEMI  
5 Center Review Committee

6  
7 1) HOSPITAL will provide limited data set for use by AGENCY.

8  
9 l. Hospital shall be accredited with the American College of Cardiology Accreditation  
10 Services (Formerly Society of Cardiovascular Patient Care) or the American Heart  
11 Association (AHA): Mission Lifeline.

12  
13 m. Hospital shall participate as a recipient of 12 Lead ECG transmission from the pre-  
14 hospital environment.

15  
16 **5. Obligations of the AGENCY.**

17  
18 a. The AGENCY shall meet and consult with HOSPITAL prior to the adoption of and policy  
19 or procedure that concerns the administration of the STEMI Care System, or the triage,  
20 transport, and treatment of STEMI Patients.

21  
22 b. The AGENCY will provide, or cause to be provided to HOSPITAL and/or the Regional  
23 STEMI Center Review Committee, pre-hospital system data related to STEMI care.

24  
25 c. The AGENCY will strive to optimize the overall effectiveness of the STEMI Care System  
26 and its individual components through the development of performance measures for  
27 each component and for the system function as a whole (both process and outcomes  
28 measures) and by employing continuous quality improvement strategies and  
29 collaboration with stakeholders.

30  
31 **6. Financial Responsibility.**

32  
33 Except as provided in Section 11 (Indemnification), AGENCY shall not be liable for any  
34 costs or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this  
35 Agreement, including any costs or expenses incurred by HOSPITAL for services provided to  
36 STEMI Patients lacking the ability to pay for services.

37  
38 **7. Audits and Inspections.**

39  
40 With the provision of at least thirty (30) calendar days written notice and to the extent  
41 permitted by law, duly authorized representatives of AGENCY shall have right of access  
42 during normal business hours to HOSPITAL's non-privileged files and records relating to the  
43 services performed hereunder. AGENCY agrees to treat such files and records as  
44 confidential information subject to Section 17 (Confidentiality) of this Agreement, and shall  
45 not make copies or remove such files or records from HOSPITAL'S premises.

46  
47 **8. Termination.**

48  
49 a. Termination without Cause. The AGENCY may terminate this Agreement without cause  
50 upon ninety (90) days written notice to HOSPITAL. HOSPITAL may terminate this  
51 Agreement without cause upon one hundred eighty (180) days written notice to the  
52 AGENCY.

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b. Termination for Cause by AGENCY. 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:

- 1) any material breach of this Agreement by HOSPITAL;
- 2) any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
- 3) 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;
- 4) submission by HOSPITAL to the AGENCY reports or information that HOSPITAL knows or should know are incorrect in any material respect;
- 5) any failure by HOSPITAL to comply with STEMI Receiving Center Standards;
- 6) loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits (Cardiac 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;
- 7) 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);
- 8) any failure to comply with a plan of correction imposed by the AGENCY;
- 9) 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; and
- 10) 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:

- 1) 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

1 the satisfaction of the AGENCY, or the AGENCY has not approved a plan of correction  
2 within the Correction Period, the AGENCY may terminate this Agreement upon written  
3 notice to HOSPITAL, specifying the effective date of termination. No opportunity to cure  
4 is required prior to the AGENCY's termination of this Agreement for failure by  
5 HOSPITAL to complete any plan of correction imposed by the AGENCY.  
6

7 **9. Maintenance of Records.**

8  
9 HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of  
10 this Agreement and for a period of seven (7) years from the termination of this Agreement or  
11 until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise  
12 required under other provisions of this Agreement. Such records shall be maintained in  
13 such a fashion as to be able to separately identify STEMI Patients from all other patients.  
14

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

16  
17 HOSPITAL shall, as may be reasonably requested by the AGENCY, participate in  
18 evaluations and/or research designed to show the effectiveness of the STEMI Care System;  
19 and shall submit reports and materials on its STEMI services as reasonably requested by  
20 the AGENCY. These reports, evaluations and studies shall be used by the AGENCY to  
21 analyze and generate aggregate statistical reports on the STEMI Care System  
22 performance.  
23

24 **11. Indemnification.**

25  
26 Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the  
27 other party (the "Indemnified Party") and its directors, trustees, members, shareholders,  
28 partners, officers, employees and agents from and against any and all liability, loss, expense  
29 (including reasonable attorneys' fees) or claims for injury or damages arising out of the  
30 performance of this Agreement, but only in proportion to and to the extent such liability, loss,  
31 expense or claim for injury or damages is caused by or results from the negligent or  
32 intentional acts or omissions of the Indemnifying Party or its directors, trustees, members,  
33 shareholders, partners, officers, employees or agents.  
34

35 **12. Insurance.**

- 36  
37 a. HOSPITAL and AGENCY shall provide and maintain the following programs of  
38 insurance, as specified in this Agreement. Such insurance may include alternative risk  
39 management programs, including self-insurance, provided that such alternative risk  
40 management programs provide protection equivalent to that specified under this  
41 Agreement.  
42  
43 b. During the Term of this Agreement, HOSPITAL and AGENCY shall each at all times  
44 maintain, each at its sole cost and expense, commercial general liability insurance with  
45 per occurrence limits of not less than Two Million Dollars (\$2,000,000.00) and annual  
46 aggregate limits not less than Four Million Dollars (\$4,000,000.00). HOSPITAL and  
47 AGENCY shall each also arrange, each at its sole cost and expense, professional  
48 liability insurance, which includes coverage for each of their respective employees  
49 having limits of not less than Five Million Dollars (\$5,000,000.00) on claims made basis  
50 and an annual aggregate limit of not less than Fifteen Million Dollars (\$15,000,000.00).  
51 The parties acknowledge and agree that physicians and other clinicians are not  
52 employees or agents of HOSPITAL by virtue of being on HOSPITAL'S medical staff, and



1 therefore such practitioners are not covered by HOSPITAL'S professional liability  
2 insurance.

- 3
- 4 c. Any policy of insurance that AGENCY or HOSPITAL is required to maintain pursuant to  
5 this section shall be reasonably acceptable to the other party provided that any such  
6 policy obtained from a company duly licensed to do business in the State of California  
7 and having a Standard and Poor's or A.M. Best rating of at least A (or an equivalent or  
8 comparable rating from another rating agency) shall be deemed acceptable. AGENCY  
9 and HOSPITAL shall each provide to the other evidence of coverage required by this  
10 section within thirty (30) days after execution of this Agreement and at least annually  
11 thereafter or more frequently upon request.
- 12
- 13 d. Each party shall maintain in full force and effect appropriate workers' compensation  
14 protection and unemployment insurance as required by law.
- 15
- 16 e. HOSPITAL shall include AGENCY as an additional insured on its Commercial General  
17 Liability insurance. The policy shall include the AGENCY, its officers, JPA Board,  
18 agents, and employees, individually and collectively, as additional insureds. Such  
19 coverage for additional insureds shall apply as primary insurance and any other  
20 insurance maintained by the AGENCY, its officers, JPA Board, agents, and employees,  
21 shall be in excess only and not contributing with insurance provided under HOSPITAL's  
22 policies.
- 23

24 **13. Conflicts of Interest.**

25

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

31

32 **14. Compliance.**

33

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

40

41 **15. Exclusion Lists Screening.**

42

43 Agency certifies that neither it, nor any of its employees, nor any subcontractor providing  
44 Services, is currently named as an excluded entity or individual on the "List of Excluded  
45 Individuals/Entities" of the Department of Health and Human Services Office of the Inspector  
46 General ("OIG List"), the "Excluded Parties List System" of the System for Award  
47 Management ("EPLS"), the "Specially Designated Nationals List" ("SDN List") or the "Foreign  
48 Sanctions Evaders List" ("FSE List") of the Office of Foreign Assets Control, or any State  
49 debarment or exclusion list, including, but not limited to, the California Department of Health  
50 Care Services Medi-Cal Program Suspended and Ineligible Provider List or any other  
51 sanctions list that would make Agency, or any of its employees or subcontractors ineligible  
52 to participate in any federal or state funded programs (collectively, "Lists"). Agency shall

1 immediately notify Hospital if at any point during the Term Agency, or any of its employees,  
2 or any subcontractor providing Services under this Agreement is named as an excluded  
3 entity or individual on any of the Lists.  
4

5 **16. Nondiscrimination.**  
6

7 HOSPITAL shall comply with all applicable federal, state, and local laws and regulations  
8 including AGENCY equal opportunity requirements. Such laws include but are not limited to  
9 the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with  
10 Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California  
11 Fair Employment and Housing Act (Government Code sections 12900 et seq.); California  
12 Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any  
13 subcontractor, employee, or applicant for employment because of age, race, color, national  
14 origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability,  
15 medical condition, political beliefs, organizational affiliations, or marital status in the  
16 recruitment, selection for training including apprenticeship, hiring, employment, utilization,  
17 promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL  
18 discriminate in the provision of services provided under this Agreement because of age,  
19 race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental  
20 disability, physical disability, medical condition, political beliefs, organizational affiliations, or  
21 marital status.  
22

23 **17. Confidentiality.**  
24

25 The parties agree to maintain the confidentiality of all patient information and records  
26 obtained in the course of providing services under this Agreement, in accordance with all  
27 applicable federal and state statutes and regulations and local ordinances. Such  
28 information shall be divulged only as provided by law. The AGENCY represents that it is a  
29 "Health Oversight Agency" under HIPAA and, therefore, a Business Associate Agreement is  
30 not necessary. Nothing in this Agreement shall require HOSPITAL to provide or disclose to  
31 AGENCY, or anyone else, the following: (a) documents generated solely in anticipation of  
32 litigation, and (b) privileged documents, and (c) documents by, or for the use of, any medical  
33 staff committee having the responsibility of evaluation and improvement of the quality of  
34 care rendered in the hospital. Disclosure of any medical staff document to AGENCY shall  
35 not constitute a waiver by HOSPITAL of the protections afforded by California Evidence  
36 Code Section 1157 or any other protections. If any disclosure of information contained in a  
37 medical staff committee document is sought from the AGENCY by a third party, the  
38 AGENCY shall notify HOSPITAL and shall raise all applicable objections or defenses to the  
39 demand for disclosure.  
40

41 **18. Mutual Cooperation.**  
42

43 It is agreed that mutual non-competition among the designated STEMI Receiving Centers,  
44 as well as their associated helicopter services, is vital to providing optimal medical care  
45 under the STEMI Care System. In furtherance of such cooperation, HOSPITAL agrees to  
46 provide access to the helipad, if any, located at HOSPITAL to all helicopter services, to the  
47 extent necessary to triage and/or transport STEMI Patients to HOSPITAL. HOSPITAL will  
48 not charge helicopter services for such landing privileges.  
49  
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1 **19. Notices.**

2  
3 Any notice or notices required or permitted to be given pursuant to this Agreement may be  
4 personally served on the other party by giving the party such notice, or may be served by  
5 certified mail, postage prepaid, return receipt requested, or by national overnight delivery  
6 service to the following representatives at the addresses cited below:  
7

8 To HOSPITAL: Eugene A. Patrizio, CEO, Memorial Medical Center, 1700 Coffee Rd.  
9 Modesto, CA 95355-2869

10  
11 With a copy to:

12  
13 Sutter Health Office of the General Counsel  
14 2200 River Plaza Drive, 3<sup>rd</sup> Floor  
15 Sacramento, CA 95833  
16 Attn: Chief Legal Officer – Valley Area  
17

18  
19 To AGENCY: Cindy Murdaugh, Interim Executive Director, Mountain-Valley EMS Agency,  
20 1101 Standiford Ave, Suite D-1, Modesto CA 95350  
21

22 **20. Governing Law.**

23  
24 This Agreement has been executed and delivered in, and will be construed and enforced in  
25 accordance with, the laws of the State of California.  
26

27 **21. Assignment.**

28  
29 HOSPITAL shall not delegate its duties and responsibilities or assign its rights hereunder, or  
30 both, either in whole or in part, without the prior written consent of the AGENCY. This  
31 provision shall not be applicable to services agreements or contracts or similar  
32 arrangements usually and customarily entered into by medical facilities to obtain or arrange  
33 for professional medical services, administrative support, equipment, supplies or technical  
34 support.  
35

36 **22. No Third Party Beneficiaries.**

37  
38 The parties do not intend to confer and this Agreement shall not be construed to confer any  
39 rights to any person, group, corporation, or entity other than the parties.  
40

41 **23. Entire Agreement; Changes and Amendments**

42  
43 This Agreement and the exhibits and references contained herein fully express all  
44 understandings of the parties concerning the matters covered herein. No addition to or  
45 alteration of the terms and conditions of this Agreement, and no verbal understanding of the  
46 parties, or their officers, agents or employees, shall be valid unless made in the form of a  
47 written amendment to this Agreement that is signed by all parties.  
48

49 **24. Severability.**

50  
51 If any provision of this Agreement is found by a court of competent jurisdiction to be void,  
52 invalid or unenforceable, the same will either be reformed to comply with applicable law or

1 stricken if not so conformable, so as not to affect the validity or enforceability of this  
2 Agreement.

3

4 **25. Waiver.**

5

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

9

10 **26. Surviving Obligations**

11

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

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*[Signatures on following page]*

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SIGNATURE PAGE

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

Signed:

MOUNTAIN-VALLEY EMS AGENCY

SUTTER VALLEY HOSPITALS,  
dba MEMORIAL MEDICAL CENTER

by *Cindy Murdaugh* 8/18/21  
Cindy Murdaugh Date  
Executive Director

DocuSigned by:  
by Eugene A. Patrizio, J.D., M.H.A. 8/18/2021  
Eugene A. Patrizio Date  
Chief Executive Officer

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**EXHIBIT A**

**Agency STEMI Receiving Center Designation Policy**

[Attached]

**MOUNTAIN-VALLEY EMS AGENCY  
POLICIES AND PROCEDURES**

POLICY: **520.00**  
TITLE: **EMS STEMI RECEIVING  
CENTER DESIGNATION**

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