

Primary Stroke Center Designation Agreement

This Agreement is entered into by and between the San Joaquin County Emergency Medical Services Agency, hereinafter called "SJCEMSA" and Dameron Hospital Association, under management of American Advanced Management, hereinafter called "Hospital," collectively hereinafter called the "parties."

WITNESSETH:

Whereas, Health and Safety Code section 1797.200 authorizes each County to designate a local EMS agency for the administration of emergency medical services, which is the San Joaquin County Emergency Medical Services (EMS) Agency (SJCEMSA);

Whereas, Health and Safety Code section 1797.204 requires the local EMS agency to plan, implement, and evaluate an EMS system consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures;

Whereas, Health and Safety Code, Division 2.5, Chapter 6, Article 3, Section 1798.170 authorizes a local EMS agency to develop triage and transfer protocols to facilitate the prompt delivery of patients to appropriate designated facilities within and without its jurisdiction and states that the EMS Agency's considerations in designating a facility shall include, but shall not be limited to, the following:

(a) A general acute care hospital's consistent ability to provide on-call physicians and services for all emergency patients regardless of ability to pay.

(b) The sufficiency of hospital procedures to ensure that all patients who come to the emergency department are examined and evaluated to determine whether or not an emergency condition exists.

(c) The hospital's compliance with local EMS protocols, guidelines, and transfer agreement requirements (collectively, the required "Considerations");

Whereas, Health and Safety Code, Division 2.5, Chapter 2, Section 1797.67 defines a "designated facility" as a hospital which has been designated by a local EMS

1 agency to perform specified emergency medical services systems functions pursuant to
2 guidelines established by the authority;

3 Whereas, California Code of Regulations, Title 22, Division 9, Chapter 7.2, Section
4 100270.220 authorizes the local EMS agency to create a Stroke Critical Care System and
5 designate qualified hospitals as Primary Stroke Centers;

6 Whereas, the parties are each a department of the County of San Joaquin, a
7 political subdivision of the State of California;

8 Whereas, the San Joaquin County Board of Supervisors wishes to assure the
9 highest quality of care by directing acute stroke patients, as defined below, to facilities
10 committed to meeting Primary Stroke Center standards;

11 Whereas, Hospital requests and desires to be a designated facility to perform as
12 a Primary Stroke Center (PSC) as part of the County's Emergency Medical Services
13 (EMS) system;

14 Whereas, SJCEMSA has made the required Considerations and examined
15 Hospital and has found Hospital to possess those performance characteristics, personnel,
16 and equipment required by SJCEMSA, as set forth in EMS Policy No. 4811 Primary
17 Stroke Center Designation attached hereto as Exhibit "A" and incorporated herein by this
18 reference; and

19 Whereas, Hospital is willing to accept the designation by SJCEMSA as a PSC and
20 agrees to comply with the terms and conditions expressed herein;

21
22 NOW, THEREFORE, in consideration of the recitals and the mutual obligations of
23 the parties expressed herein, both SJCEMSA and Hospital do hereby expressly agree as
24 follows:

25
26 **1. Definitions.** For the purposes of this agreement:

- 27 **A.** "Acute Stroke Patient" means a person evaluated by prehospital, physician,
28 nursing or other licensed or certified medical personnel according to the policies
29 and procedures established by SJCEMSA, as may be amended from time to time,
30 and been found to require PSC services.

- B.** “Neurointerventional Radiologist” means a specialist physician who performs surgery on the head, neck and spine without making a surgical incision, also known as endovascular treatments. These are experts in minimally-invasive treatments and use imaging equipment to see into the body and guide their procedures.
- C.** “Primary Stroke Center” (PSC) means a receiving hospital that has met the standards of the Center for Medicaid and Medicare Services (CMS); is certified as a PSC by The Joint Commission, and is designated as a PSC by SJCEMSA.
- D.** “Stroke” means a condition of impaired blood flow to a patient’s brain resulting in brain dysfunction.
- E.** “Stroke Critical Care System” means a subspecialty care component of the EMS system developed by a local SJCEMSA. This critical care system links prehospital and hospital care to deliver optimal treatment to the population of stroke patients.
- F.** “Stroke Information System” means the information system maintained by each PSC which captures the presentation, diagnostic, treatment and outcome data sets required by EMS Policy No. 4811 Primary Stroke Center Designation, and EMS Policy No. 6382 Primary Stroke Center Data Requirements.

2. Hospital Responsibilities.

- A.** Hospital shall meet all regulations, procedures, policies and protocols as have been or may be established by SJCEMSA, including changes that may occur in state law or regulation and are subsequently adopted by SJCEMSA during the term of this agreement.
- B.** Hospital shall comply with the requirements of EMS Policy No. 4811 Primary Stroke Center Designation, and EMS Policy No. 6382 Primary Stroke Center Data Requirements, which are incorporated into this Agreement. Hospital shall monitor its compliance with EMS Policy No. 4811 Primary Stroke Center Designation and EMS Policy No. 6382 Primary Stroke Center Data Requirements on a regular and ongoing basis. Documentation of such efforts shall be made available to SJCEMSA upon request.
- C.** Hospital shall provide all persons, employees, supplies, equipment, and facilities necessary to perform the services required of Hospital under this Agreement.

- 1 **D.** Hospital shall notify SJCEMSA, in writing, within twenty-four (24) hours of
2 becoming aware of any failure to meet compliance with EMS Policy No. 4811
3 Primary Stroke Center Designation and shall take corrective action within a
4 reasonable period of time to correct said failure.
- 5 **E.** Hospital shall immediately notify SJCEMSA Duty Officer of any disruption in the
6 Hospital's provision of PSC services.
- 7 **F.** Hospital shall maintain the capability at all times for Hospital to conduct two-way
8 radio communications with paramedic units in the field in order to facilitate the rapid
9 notification of acute stroke patient alerts and, maintain and operate
10 communications equipment so as to ensure continued compatibility in a manner
11 which will not degrade or interfere with the actual or intended operation of the
12 SJCEMSA's communication system.
- 13 **G.** Hospital shall digitally record and maintain records of radio or telephone
14 communications received from prehospital personnel notifying Hospital of an acute
15 stroke patient for a minimum of one-hundred and eighty (180) days. Hospital shall
16 provide SJCEMSA with 24-hour remote access to the digital recorder for
17 prehospital medical control oversight and EMS system evaluation.
- 18 **H.** Hospital shall maintain a Stroke Information System and submit Stroke
19 Information System data to SJCEMSA on a regular basis, as requested by
20 SJCEMSA, pursuant to its authority as a local EMS agency. Hospital shall, at a
21 minimum, collect and maintain the data specified in EMS Policy No. 6382 Primary
22 Stroke Center Data Requirements and other data points that are adopted by
23 SJCEMSA.
- 24 **I.** Hospital shall participate and submit monthly Stroke Information System data to
25 the American Heart Association's Get with the Guidelines – Stroke registry.
26 Hospital agrees to authorize SJCEMSA to access the Stroke Information System
27 data submitted to the American Heart Association's Get with the Guidelines –
28 Stroke registry.
- 29 **J.** Hospital acknowledges that SJCEMSA makes no representation as to the number
30 of acute stroke patients that may be transported to Hospital during the term of this
31 Agreement.

1 **K.** Upon SJCEMSA's request Hospital agrees to negotiate in good faith the
2 consolidation or combination of this Agreement with other designation agreements
3 with SJCEMSA.

4 **L.** Hospital shall participate in the multidisciplinary stroke QI Committee facilitated by
5 County.
6

7 **3. SJCEMSA Responsibilities.**

8 **A.** SJCEMSA shall designate Hospital as a PSC in the San Joaquin County EMS
9 System pursuant to the provisions of this Agreement and the policies and
10 procedures of the San Joaquin County EMS Agency, until such time that this
11 Agreement is terminated.

12 **B.** SJCEMSA shall facilitate multidisciplinary stroke QI Committee meetings.
13

14 **4. Financial Responsibility.**

15 County, its departments, officers, agents and employees shall not be liable for any
16 costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under this
17 Agreement, including any costs or expenses incurred by Hospital for services provided
18 to patients lacking the ability to pay for services.
19

20 **5. Audits and Inspections.**

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

6. Maintenance of Records.

Hospital shall maintain patient care, revenue, and expenditure data relating to the services provided by Hospital under this Agreement during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or any legal or equitable 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 Stroke patients from all other patients.

7. Indemnification.

Hospital shall exonerate, indemnify, defend, and hold harmless the San Joaquin County, its officers, agents and employees from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which County may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Hospital, its officers, agents and employees performance under the terms of this Agreement, excepting any liability arising out of the intentional or negligent conduct of County. Such indemnification includes any damage to the person(s), or property(ies) of Hospital and third persons.

8. Insurance.

Hospital shall maintain insurance coverage and limits as separately established by the San Joaquin County Board of Supervisors. In the event that ownership or governance structure of Hospital changes during the Agreement period, Hospital agrees to adhere to the insurance requirements specified in this section. Without limiting Hospital's indemnification, Hospital shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Hospital, its agents, representatives or employees. County shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby.

Verification of Coverage

Hospital shall furnish SJCEMSA with certificates evidencing coverage as required below. Copies of required endorsements must be attached to the provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the County and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County prior to designation. SJCEMSA reserves the right to require that Hospital provide complete, copies of any policy of insurance including endorsements offered in compliance with these specifications.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations.
- B. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.
- C. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance consistent with industry standards for Hospital's size and operation.

Minimum Limits of Insurance

Hospital shall maintain limits no less than:

- A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$5,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$5,000,000

- 1 Fire Damage: \$ 100,000
- 2 B. Workers' Compensation: Statutory.
- 3 C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 4 D. Professional Liability, Malpractice or Errors and Omissions Liability: \$5,000,000
- 5 per claim and aggregate.

6

7 **Other Insurance Provisions**

8 The insurance policies required in this Agreement are to contain, or be endorsed to
9 contain, as applicable, the following provisions:

10

11 **All Policies:**

12 A. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a
13 current A.M. Best's rating of no less than **A-VII**. The County Risk Manager may waive
14 or alter this requirement, or accept self-insurance in lieu of any required policy of
15 insurance if, in the opinion of the Risk Manager, the interests of the County and the
16 general public are adequately protected.

17 B. **MAINTENANCE OF INSURANCE COVERAGE:** The Hospital shall maintain all
18 insurance coverages or approved self-insurance program in place at all times and
19 provide SJCEMSA with evidence of each policy's renewal ten (10) days in advance of
20 its anniversary date. Each insurance policy required by this Agreement shall state
21 that coverage shall not be canceled except after thirty (30) days' written notice for
22 cancellation or non-renewal has been given to SJCEMSA. For non-payment of
23 premium 10 days prior written notice of cancellation is required.

24

25 **Commercial General Liability:**

26 A. **ADDITIONAL INSURED STATUS:** The County, its officers, directors, officials,
27 employees, and volunteers are to be endorsed as additional insureds as respects:
28 liability arising out of activities performed by or on behalf of the Hospital; premises
29 owned, occupied or used by the Hospital. The coverage shall contain no endorsed
30 limitations on the scope of protection afforded to the County, its officers, directors,
31 officials, employees, or volunteers.

B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

C. PRIMARY INSURANCE: For any claims related to this agreement, the Hospital's insurance coverage shall be endorsed to be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, directors, officials, employees, or volunteers shall be excess of the Hospital's insurance and shall not contribute with it.

D. SEVERABILITY OF INTEREST: The Hospital's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. SUBCONTRACTORS: Hospital shall be responsible for the acts and omissions of all its subcontractors in regards to the Hospital's performance of this Agreement and shall require all its subcontractors to maintain adequate insurance.

Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional, malpractice liability or errors and omissions policy hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from services provided under this Agreement.

Workers' Compensation:

WORKERS' COMPENSATION WAIVER OF SUBROGATION: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the Hospital.

Notification of Claim

If any claim for damages is filed with Hospital or if any lawsuit is instituted against Hospital, that arise out of or are in any way connected with Hospital's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect County, Hospital shall give prompt and timely notice thereof to SJCEMSA. Notice shall be deemed prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

9. Nondiscrimination.

Hospital shall comply with all applicable federal, state, and local laws and regulations including County 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 marital status.

10. Confidentiality.

The parties agree to maintain the confidentiality of protected health 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

SJCEMSA represents and warrants to Hospital that it is a “Health Oversight Agency” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, based upon such representation, the parties agree that SJCEMSA is a health oversight agency and that, a Business Associate Agreement is not necessary. Disclosure of any medical staff document to SJCEMSA shall not constitute a waiver by Hospital of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from SJCEMSA by a third party, SJCEMSA shall notify Hospital and shall raise all applicable objections or defenses to the demand for disclosure.

11. Term.

The term of this Agreement shall be for three (3) years. This Agreement shall begin January 28, 2025, and continue through October 31, 2027, unless terminated earlier or extended pursuant to the terms and conditions of this Agreement.

12. Fees.

Hospital shall pay SJCEMSA an annual fee as established by the San Joaquin County Board of Supervisors fee schedule for the cost of monitoring Hospital’s compliance with PSC Designation and the development of, and ongoing evaluation and refinement of the Stroke System of Care. The annual fee payments shall be made in full to SJCEMSA no later than October 31, 2025, and each October 31, thereafter as the terms of the Agreement may be extended. The fee is not refundable in whole or in part.

13. Alteration of Agreement.

No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on the parties hereto.

14. Termination.

A. Termination without Cause. SJCEMSA may terminate this Agreement without cause upon ninety (90) days written notice to Hospital. Hospital may terminate this Agreement without cause upon ninety (90) days written notice to SJCEMSA.

B. Termination for Cause by SJCEMSA. SJCEMSA 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, local ordinances, or SJCEMSA policies and procedures;
- 3) Any failure by Hospital to provide timely surgical and non-surgical physician coverage for acute stroke patients, causing unnecessary risk of mortality and/or morbidity for an Acute Stroke Patient;
- 4) Submission by Hospital to SJCEMSA reports or information that Hospital knows or should know are incorrect in any material respect;
- 5) Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits 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 or an equivalent accreditation body;
- 6) Loss or suspension of PSC certification by the Joint Commission;
- 7) Any failure to comply with a plan of correction imposed by the SJCEMSA;
- 8) 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 acute stroke patients intended for Hospital; and
- 9) Failure to submit specified reports, PSC Information System data, or other information required under this Agreement.

C. Opportunity to Cure. Prior to the exercise of SJCEMSA's right to terminate for cause, SJCEMSA 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. SJCEMSA may shorten the

Correction Period to immediate suspension if SJCEMSA 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 SJCEMSA, or SJCEMSA has not approved a plan of correction submitted by the Hospital within the Correction Period, SJCEMSA may terminate this Agreement upon written notice to Hospital, specifying the effective date of termination.

15. Contract Administrators.

SJCEMSA Administrator or designee, and Hospital's Chief Executive Officer or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

16. 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, to the following representatives at the addresses cited below:

To Hospital: Sam Bhullar, CEO
Dameron Hospital Association
525 Acacia Street
Stockton, Ca 95203

To SJCEMSA: Jared Bagwell, EMS Director
San Joaquin County EMS Agency
P.O. Box 220
French Camp, CA 95231

17. 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 SJCEMSA. 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.

18. No Third Party Beneficiaries.

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

19. Non Exclusivity.

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Hospital. This Agreement shall not restrict SJCEMSA's ability to enter into Agreements with other entities to provide stroke care as a designated PSC as part of the San Joaquin County Emergency Medical Services System.

20. Entire Agreement.

This document represents the entire Agreement between the parties with respect to the subject matter hereof.

21. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

County of San Joaquin


DocuSigned by:
By:  1/29/2025
06A07FEEDBDA14D4...
Jared Bagwell, EMS Director

Hospital

Signed by:
By:  1/28/2025
B2A2EB2DE28C41D...
Sam Bhullar, CEO

APPROVED AS TO FORM:

Edward J. Kiernan,
County Counsel

By:  2/19/2025
F82EFF79038E425...
Zayante (Zoey) P. Merrill
Deputy County Counsel