

1 **Agreement with Dameron Hospital Association to provide S-T Elevation**
2 **Myocardial Infarction Services as a STEMI Receiving Center as part of the San**
3 **Joaquin County Emergency Medical Services System**
4

5 This Agreement by and between the COUNTY OF SAN JOAQUIN a political
6 subdivision of the State of California and a local EMS agency, hereinafter referred to as
7 “County” and Dameron Hospital Association managed by Adventist Health, hereinafter
8 referred to as “Hospital”.

9
10 WITNESSETH:

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

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

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

21 (c) The hospital’s compliance with local EMS protocols, guidelines, and transfer
22 agreement requirements (collectively, the required “Considerations”); and

23 Whereas, Health and Safety Code, Division 2.5, Chapter 2, Section 1797.67
24 defines a “designated facility” as a hospital which has been designated by a local EMS
25 agency to perform specified emergency medical services systems functions pursuant to
26 guidelines established by the authority; and

27 Whereas, County wishes to assure the highest quality of care by directing S-T
28 Elevation Myocardial Infarction (STEMI) patients, as defined below, to facilities
29 committed to meeting STEMI Receiving Center standards; and

1 Whereas, Hospital requests and desires pursuant to Health and Safety Code
2 Section 1797.67 to be designated as a STEMI Receiving Center (SRC) as part of the
3 County's Emergency Medical Services (EMS) system; and

4 Whereas, Hospital has been examined by County and found to possess those
5 performance characteristics, personnel, and equipment required by the San Joaquin
6 County Emergency Medical Services (EMS) Agency (hereinafter as "SJCEMSA"), as
7 set forth in EMS Policy No. 4801 STEMI Receiving Center Designation and
8 incorporated herein by this reference; and

9 Whereas, Hospital is willing to accept designation as an SRC and agrees to
10 comply with the terms and conditions expressed herein;

11
12 NOW, THEREFORE, in consideration of the recitals and the mutual obligations
13 of the parties expressed herein, both County and Hospital do hereby expressly agree as
14 follows:

15
16 **1. Definitions.** For the purposes of this agreement:

- 17 **A.** "STEMI Patient" means a person evaluated by prehospital, physician, nursing or
18 other licensed or certified medical personnel according to the policies and
19 procedures established by SJCEMSA, as may be amended from time to time,
20 and been found to require SRC services.
- 21 **B.** "STEMI Care System" means an integrated prehospital and hospital program
22 developed by SJCEMSA that directs prehospital patients in the field identified as
23 having an ST Segment Elevation Myocardial Infarction directly to a hospital
24 designated as an SRC with specialized capabilities to promptly treat STEMI
25 patients.
- 26 **C.** "STEMI Receiving Center" or "SRC" means a licensed acute care hospital with
27 the capability to perform Percutaneous Coronary Intervention (PCI) which has
28 satisfied the requirements for SRC designation and has been designated as an
29 SRC by SJCEMSA.

- 1 D. "Percutaneous Coronary Intervention" or "PCI" means a procedure used to open
2 or widen a narrowed or blocked coronary artery to restore blood flow supplying
3 the heart.
- 4 E. "STEMI Receiving Center Services" means the customary and appropriate
5 hospital and physician services provided by a STEMI Receiving Center to STEMI
6 patients, which, at a minimum, meet SJCEMSA's STEMI Receiving Center
7 Standards.
- 8 F. "STEMI Information System" means the computer information system maintained
9 by each SRC which captures the presentation, diagnostic, treatment and
10 outcome data sets required by EMS Policy No. 4801 STEMI Receiving Center
11 Designation, and EMS Policy No. 6381 STEMI Receiving Center Data
12 Requirements.

13

14 **2. Hospital Responsibilities.**

- 15 A. Hospital shall meet all regulations, procedures, policies and protocols as have
16 been or may be established by SJCEMSA, including changes that may occur in
17 state law or regulation and are subsequently adopted by SJCEMSA during the
18 term of this agreement.
- 19 B. Hospital shall comply with the requirements of EMS Policy No. 4801 STEMI
20 Receiving Center Designation, and EMS Policy No. 6381 STEMI Receiving
21 Center Data Requirements, incorporated into this Agreement. Hospital shall
22 monitor its compliance with EMS Policy No. 4801 STEMI Receiving Center
23 Designation and EMS Policy No. 6381 STEMI Receiving Center Data
24 Requirements on a regular and ongoing basis. Documentation of such efforts
25 shall be made available to SJCEMSA upon request.
- 26 C. Hospital shall provide all persons, employees, supplies, equipment, and facilities
27 necessary to perform the services required of Hospital under this Agreement.
- 28 D. Hospital shall notify SJCEMSA in writing, within twenty-four (24) hours of
29 becoming aware of any failure to meet compliance with EMS Policy No. 4801
30 STEMI Receiving Center Designation and shall take corrective action within a
31 reasonable period of time to correct said failure.

- 1
- 2 E. Hospital shall immediately notify the SJCEMSA Duty Officer of any disruption in
- 3 the Hospital's provision of SRC services.
- 4 F. Hospital shall maintain the capability at all times for Hospital to conduct two-way
- 5 radio communications with paramedic units in the field in order to facilitate the
- 6 rapid notification of STEMI patient alerts and, maintain and operate
- 7 communications equipment so as to ensure continued compatibility in a manner
- 8 which will not degrade or interfere with the actual or intended operation of the
- 9 County's communication system.
- 10 G. Hospital shall digitally record and maintain records of radio or telephone
- 11 communications received from prehospital personnel notifying Hospital of a
- 12 STEMI patient for a minimum of one-hundred and eighty (180) days. Hospital
- 13 shall provide SJCEMSA with 24 hour remote access to the digital recorder for
- 14 medical control oversight and system evaluation.
- 15 H. Hospital shall be responsible for all expenses associated with receiving the
- 16 transmission of electrocardiograms (ECGs) from SJCEMSA authorized
- 17 prehospital providers operating in the County's EMS system.
- 18 I. Hospital shall maintain a STEMI Information System and submit STEMI
- 19 Information System data to SJCEMSA on a regular basis, as requested by
- 20 SJCEMSA. Hospital shall, at a minimum, collect and maintain the data specified
- 21 in EMS Policy No. 6381 STEMI Receiving Center Data Requirements and other
- 22 data points that are adopted by SJCEMSA.
- 23 J. Hospital acknowledges that County makes no representation as to the number of
- 24 STEMI patients that may be transported to Hospital during the term of this
- 25 Agreement.

26

27 **3. COUNTY Responsibilities.**

28 County shall designate Hospital as a SRC in the County EMS System pursuant to

29 the provisions of this Agreement and the policies and procedures of SJCEMSA,

30 until such time that this Agreement is terminated.

31

1 **4. Financial Responsibility.**

2 County, its departments, officers, agents and employees shall not be liable for any
3 costs or expenses incurred by Hospital to satisfy Hospital's responsibilities under
4 this Agreement, including any costs or expenses incurred by Hospital for services
5 provided to STEMI patients lacking the ability to pay for services.
6

7 **5. Audits and Inspections.**

8 The County and its authorized representatives shall be entitled to monitor, assess,
9 and evaluate Hospital's performance pursuant to this Agreement. To the extent
10 permitted by law, such monitoring, assessments, or evaluations shall include, but not
11 be limited to, audits, inspection of premises, review of reports, review of patient
12 records, participation in Hospital committees reviewing SRC services and interviews
13 of Hospital's staff and STEMI program participants. At any time during normal
14 business hours, as often as the County may deem necessary, and to the extent
15 permitted by law, Hospital shall make available to the County upon the County's
16 request, all of Hospital's records with respect to all matters covered by this
17 Agreement.
18

19 **6. Maintenance of Records.**

20 Hospital shall maintain patient care, revenue, and expenditure data relating to the
21 services provided by Hospital under this Agreement during the term of this
22 Agreement and for a period of seven (7) years from the termination of this
23 Agreement or until all actual claims, if any, have been resolved, whichever period is
24 longer, or longer if otherwise required under other provisions of this Agreement.
25 Such records shall be maintained in such a fashion as to be able to separately
26 identify STEMI patients from all other patients.
27

28 **7. Indemnification.**

29 Hospital shall exonerate, indemnify, defend, and hold harmless the County, its
30 officers, agents and employees from and against any and all claims, demands,
31 losses, damages, defense costs, or liability of any kind or nature which County may

1 sustain or incur or which may be imposed upon it for injury to or death of persons, or
2 damage to property as a result of, arising out of, or in any manner connected with
3 Hospital, its officers, agents and employees performance under the terms of this
4 Agreement, excepting any liability arising out of the intentional or negligent conduct
5 of County. Such indemnification includes any damage to the person(s), or
6 property(ies) of Hospital and third persons.
7

8 **8. Insurance.**

9 Without limiting Hospital's indemnification, Hospital shall procure and maintain for
10 the duration of the Agreement, insurance against claims for injuries to persons or
11 damages to property which may arise from or in connection with the performance of
12 the Agreement by the Hospital, its agents, representatives or employees. County
13 shall retain the right at any time to review the coverage, form, and amount of the
14 insurance required hereby.

15 **Verification of Coverage**

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

25 **Minimum Scope of Insurance**

26 Coverage shall be at least as broad as:

27 A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability
28 occurrence coverage form CG 0001. Including, but not limited to
29 Premises/Operations, Contractual, and Personal & Advertising Injury, without
30 additional exclusions or limitations.
31

1 B. WORKERS' COMPENSATION: Statutory requirements of the State of California
2 and Employer's Liability Insurance.

3 C. PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance
4 appropriate to the Hospital's profession.

5
6 **Minimum Limits of Insurance**

7 Hospital shall maintain limits no less than:

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

10	General Aggregate:	\$5,000,000
11	Personal & Adv. Injury:	\$1,000,000
12	Each Occurrence:	\$5,000,000
13	Fire Damage:	\$ 100,000

14 B. Workers' Compensation: Statutory.

15 C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

16 D. Professional Liability, Malpractice or Errors and Omissions Liability: \$5,000,000
17 per claim and aggregate.

18 **Other Insurance Provisions**

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

21 **All Policies:**

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

27 B. MAINTENANCE OF INSURANCE COVERAGE: The Hospital shall maintain all
28 insurance coverages or approved self-insurance program in place at all times and
29 provide the County with evidence of each policy's renewal ten (10) days in advance
30 of its anniversary date. Each insurance policy required by this Agreement shall state
31 that coverage shall not be canceled except after thirty (30) days' written notice for

1 cancellation or non-renewal has been given to the County. For non-payment of
2 premium 10 days prior written notice of cancellation is required.

3 **Commercial General Liability:**

4 A. ADDITIONAL INSURED STATUS: The County, its officers, directors, officials,
5 employees, and volunteers are to be endorsed as additional insureds as respects:
6 liability arising out of activities performed by or on behalf of the Hospital; premises
7 owned, occupied or used by the Hospital. The coverage shall contain no endorsed
8 limitations on the scope of protection afforded to the County, its officers, directors,
9 officials, employees, or volunteers.

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

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

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

23 E. SUBCONTRACTORS: Hospital shall be responsible for the acts and omissions
24 of all its subcontractors and shall require all its subcontractors to maintain adequate
25 insurance.

26 **Professional Liability:**

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

1 **Workers' Compensation:**

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

8 **Notification of Claim**

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

16
17 **9. Nondiscrimination.**

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

1 orientation, mental disability, physical disability, medical condition, political beliefs,
2 organizational affiliations, or marital status.

3
4 **10. Confidentiality.**

5 The parties agree to maintain the confidentiality of all patient information and records
6 obtained in the course of providing services under this Agreement, in accordance
7 with all applicable federal and state statutes and regulations and local ordinances.

8 Such information shall be divulged only as provided by law. The County represents
9 and warrants to Hospital that it is a "Health Oversight Agency" as that term is defined
10 under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and,
11 based upon such representation, the parties agree that County is a health oversight
12 agency and that, a Business Associate Agreement is not necessary. Disclosure of
13 any medical staff document to County shall not constitute a waiver by Hospital of the
14 protections afforded by California Evidence Code Section 1157. If any disclosure of
15 information contained in a medical staff committee document is sought from the
16 County by a third party, the County shall notify Hospital and shall raise all applicable
17 objections or defenses to the demand for disclosure.

18
19 **11. Term.**

20 The term of this Agreement shall be for four (4) years. This Agreement shall begin
21 April 1, 2023 and continue through March 31, 2027 unless terminated earlier or
22 extended pursuant to the terms and conditions of this Agreement.

23
24 **12. Fees.**

25 Hospital shall pay the SJCEMSA an annual fee established by the San Joaquin
26 County Board of Supervisors for the cost of monitoring Hospital's compliance with
27 SRC Designation and the development of, and ongoing evaluation and refinement of
28 the STEMI Care System. Each annual payment shall be made in full to the EMS
29 Agency no later than April 1, 2023 and each April 1, thereafter as the terms of the
30 Agreement may be extended. The fee is not otherwise refundable in whole or in part.

1 **13. Alteration of Agreement.**

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

5
6 **14. Termination.**

7 **A. Termination without Cause.** The County may terminate this Agreement without
8 cause upon ninety (90) days written notice to Hospital. Hospital may terminate
9 this Agreement without cause upon ninety (90) days written notice to the County.

10
11 **B. Termination for Cause by County.** The SJCEMSA may terminate this Agreement
12 upon written notice to Hospital, subject to Hospital's opportunity to cure as set
13 forth below, upon the occurrence of any one or more of the following events:

- 14 1) Any material breach of this Agreement by Hospital;
15 2) Any violation by Hospital of any applicable laws, regulations, local ordinances,
16 or EMS policies and procedures;
17 3) Any failure by Hospital to provide timely surgical and non-surgical physician
18 coverage for STEMI Patients, causing unnecessary risk of mortality and/or
19 morbidity for the STEMI Patient;
20 4) Submission by Hospital to the SJCEMSA reports or information that Hospital
21 knows or should know are incorrect in any material respect;
22 5) Any failure by Hospital to comply with SRC standards;
23 6) Loss or suspension of licensure as an acute care hospital, loss or suspension
24 of any existing or future special permits (Cardiac Catheterization Lab,
25 Cardiovascular Surgery Service) issued by state or federal agencies
26 necessary for the provision of the services provided by Hospital under the
27 terms of this Agreement, or loss or suspension of accreditation by the Joint
28 Commission or an equivalent accreditation body;
29 7) Any failure to comply with a plan of correction imposed by SJCEMSA;
30 8) Any failure to remedy any recurring malfunction, physician, nursing and other
31 staff shortages, staff response delays, or facility problems of Hospital, which

1 causes or contributes to Hospital's diversion of ambulances transporting
2 STEMI Patients intended for Hospital; and

3 9) Repeated failure to submit specified reports, STEMI Information System data,
4 or other information required under this Agreement.

5 **C. Opportunity to Cure.** Prior to the exercise of SJCEMSA's right to terminate for
6 cause, SJCEMSA shall give Hospital at least thirty (30) days written notice
7 (hereinafter "Correction Period") specifying in reasonable detail the grounds for
8 termination and all deficiencies requiring correction. SJCEMSA may shorten the
9 Correction Period to immediate suspension if SJCEMSA determines that
10 Hospital's action or inaction has seriously threatened, or will seriously threaten,
11 public health and safety. If Hospital has not remedied each deficiency prior to
12 the end of the Correction Period to the satisfaction of SJCEMSA, or SJCEMSA
13 has not approved a plan of correction submitted by the Hospital within the
14 Correction Period, SJCEMSA may terminate this Agreement upon written notice
15 to Hospital, specifying the effective date of termination.

16
17 **15. Contract Administrators.**

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

21
22 **16. Notices.**

23 Any notice or notices required or permitted to be given pursuant to this Agreement
24 may be personally served on the other party by giving the party such notice, or may
25 be served by certified mail, postage prepaid, return receipt requested, to the
26 following representatives at the addresses cited below:

27 To Hospital: Terri Day, President
28 Dameron Hospital Association
29 525 W. Acacia Street
30 Stockton, CA 95203

31 To County: Jared Bagwell, EMS Administrator

1 San Joaquin County EMS Agency
2 P.O. Box 220
3 French Camp, CA 95231
4

5 **17. Assignment.**

6 Hospital shall not delegate its duties and responsibilities or assign its rights
7 hereunder, or both, either in whole or in part, without the prior written consent of the
8 County. This provision shall not be applicable to services agreements or contracts or
9 similar arrangements usually and customarily entered into by medical facilities to
10 obtain or arrange for professional medical services, administrative support,
11 equipment, supplies or technical support.
12

13 **18. No Third Party Beneficiaries.**

14 The parties do not intend to confer and this Agreement shall not confer or be
15 construed to confer any rights or benefits to any person, group, corporation, or entity
16 other than the parties to this Agreement.
17

18 **19. Non Exclusivity.**

19 Nothing herein is intended nor shall be construed as creating any exclusive
20 arrangement with Hospital. This Agreement shall not restrict County's ability to enter
21 into Agreements with other entities to provide S-T Elevation Myocardial Infarction
22 Services as a STEMI Receiving Center as part of the SJCEMSA.
23

24 **20. Entire Agreement.**

25 This document represents the entire Agreement between the parties with respect to
26 the subject matter hereof.
27

28 **21. Waiver.**

29 No delay or failure to require performance of any provision of this Agreement shall
30 constitute a waiver of that provision as to that or any other instance. Any waiver

1 granted by a party must be in writing, and shall apply to the specific instance
2 expressly stated.


3
4 IN WITNESS WHEREOF, the parties have executed this Agreement the date first
5 written above:

County of San Joaquin

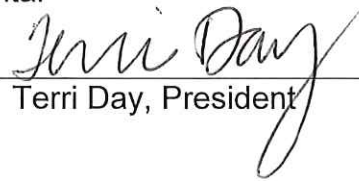
By: 
Jared Bagwell, EMS Administrator

APPROVED AS TO FORM:

County Counsel

By: 
Zayante (Zoey) P. Merrill
Deputy County Counsel

Hospital

By: 
Terri Day, President

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