

**HOSPITAL DESIGNATION AGREEMENT**  
**BY AND BETWEEN THE COUNTY OF SANTA CLARA**  
**AND REGIONAL MEDICAL CENTER OF SAN JOSE**

This Hospital Designation Agreement, effective as of January 1, 2020 together with any Annex(es) attached hereto (collectively, “Agreement”), is entered into by and between the County of Santa Clara (the “COUNTY”) and Regional Medical Center of San Jose (the “HOSPITAL”). HOSPITAL and COUNTY may be herein referred to individually as “party” and collectively as “parties.”

**WHEREAS** COUNTY wishes to assure the highest quality of care by directing acute patients to facilities committed to receiving and appropriately treating prehospital patients;

**WHEREAS** COUNTY has found that HOSPITAL meets COUNTY criteria for receiving and treating acute, prehospital patients;

**WHEREAS** HOSPITAL is willing to accept designation as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center (as described in the applicable Annex(es)); and

**WHEREAS** HOSPITAL, by virtue of the parties’ execution of this Hospital Designation Agreement and the attached Annex(es), shall be designated by COUNTY as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center;

**NOW, THEREFORE**, in consideration of the recitals and the mutual obligations of the parties expressed herein and other good and valuable consideration, COUNTY and HOSPITAL do hereby expressly agree as follows:

**1. DEFINITIONS**

For purposes of this Agreement:

- A. “Assignment” and “Delegation” mean any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.
- B. “Cause” includes, but is not limited to, the following:
  - (1) Failure of HOSPITAL to operate in a manner which enables the COUNTY or the HOSPITAL to remain in compliance with applicable laws, rules, regulations, or EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Manual;

- (2) Failure of HOSPITAL to provide timely physician coverage for patients transported to HOSPITAL pursuant to this Agreement, causing unnecessary risk of mortality or morbidity, as determined by COUNTY;
- (3) Any failure of performance, clinical or other, required in accordance with the Agreement and which is determined by the EMS Agency's Medical Director to constitute an endangerment to public health and safety.
- (4) Falsification of information or data supplied by HOSPITAL to COUNTY;
- (5) Acceptance by the HOSPITAL or HOSPITAL'S employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the HOSPITAL or HOSPITAL'S employees could be reasonably construed as a violation of federal, state or local law.
- (6) Failure by HOSPITAL to strictly observe any provision in this Agreement;
- (7) Failure by HOSPITAL to remedy recurring malfunction, staff shortages, response delays, facility problems leading to diversion of ambulances or excessive ambulance patient offload times; and
- (8) The HOSPITAL is adjudged to be bankrupt or has a general assignment for the benefit of its creditors, or a receiver is appointed on account of HOSPITAL's insolvency.

C. "EMS Agency" means the COUNTY's Emergency Medical Services Agency.

D. "EMS System" means the emergency medical services system operated by the EMS Agency to provide personnel, facilities, and equipment for the effective and coordinated delivery of medical care services under emergency conditions in the COUNTY.

## 2. **TERM**

This Hospital Designation Agreement shall be valid for a period of five years, beginning on January 1, 2020 and continuing until December 31, 2024, unless earlier terminated pursuant to this Hospital Designation Agreement. Any Annex entered into pursuant to this Hospital Designation Agreement shall be valid from the date of mutual execution of the Annex until the earliest of (1) expiration of this Hospital Designation Agreement, (2) termination of this Hospital Designation Agreement, or (3) termination of the Annex.

## 3. **DESIGNATION FEES**

### A. Amount of Fee(s)

In exchange for designation as a 9-1-1 EMS Receiving Center, STEMI Receiving Center, Stroke Center, Adult Trauma Center, and/or Pediatric Trauma Center, HOSPITAL shall pay COUNTY in accordance with the COUNTY Board of Supervisors' approved fee schedule, as may be amended by the COUNTY from time to time, together with any

fee(s) identified in the attached Annex(es). The fee(s) shall be used to pay the cost to the EMS Agency of administering and evaluating the 9-1-1 EMS Receiving Center system, STEMI Receiving Center system, Stroke Center system, and/or Trauma Center system, as applicable.

**B. Payment of Fee(s)**

Fee(s) shall be paid in full within thirty (30) calendar days of receipt of an invoice from the COUNTY.

**4. DISCLAIMER**

HOSPITAL acknowledges that COUNTY makes no representation, and does not guarantee that any patients will be delivered, directed, or diverted to HOSPITAL for care pursuant to this Agreement and cannot assure that a minimum number of patients will be delivered to HOSPITAL during the term of this Agreement.

**5. OBLIGATIONS OF HOSPITAL**

- A. HOSPITAL shall comply with all HOSPITAL obligations set forth in the attached Annex(es).
- B. HOSPITAL shall comply with all standards criteria identified within this Agreement, as well as all applicable EMS Agency policies and procedures, as amended from time to time, including but not limited to the Santa Clara County Prehospital Care Policy Manual.
- C. Any transfer of a patient must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd), the regulations promulgated thereunder, and applicable EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.
- D. HOSPITAL shall maintain an adequate number of physicians, surgeons, nurses, and other medical staff possessing that degree of learning and skill ordinarily possessed by medical personnel practicing in the same or similar circumstances.
- E. HOSPITAL shall provide, at HOSPITAL's sole expense, all persons, employees, supplies, equipment, and facilities needed to perform the services required under this Agreement. All such services will be performed by HOSPITAL, or under HOSPITAL's supervision by persons authorized by HOSPITAL to perform such services.
- F. HOSPITAL shall immediately notify the EMS Agency of any circumstances that will prevent HOSPITAL from providing the services described in this Agreement.
- G. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any identified failure to meet any standards identified in this Agreement, within the timeframes established by the EMS Agency.

#### H. Required Designation as a 9-1-1 EMS Receiving Center

As a condition of obtaining and maintaining designation as a STEMI Receiving Center, Stroke Center, Adult Trauma Center, or Pediatric Trauma Center, HOSPITAL shall obtain and maintain designation as a 9-1-1 EMS Receiving Center.

#### I. Licensing and Accreditation

- (1) HOSPITAL shall possess a current California Department of Public Health license for basic or comprehensive emergency service.
- (2) HOSPITAL shall maintain accreditation by the Joint Commission.
- (3) HOSPITAL shall notify COUNTY within 24 hours any time that HOSPITAL becomes aware that HOSPITAL is not in compliance with any applicable federal, state, or local laws, rules, regulations, policies or procedures related to performance of services under this Agreement. Such notice shall indicate the reason(s), date(s), and time(s) for non-compliance and corrective actions that are being taken to resolve the violation. The COUNTY shall determine, in its sole and absolute discretion, whether the HOSPITAL may continue to receive patients pursuant to this Agreement during the period that corrective actions are underway.

#### J. Compliance With All Laws and Regulations

HOSPITAL shall comply with all laws, codes, regulations, rules and orders applicable to its performance under this Agreement, including but not limited to applicable EMS Agency policies and procedures such as the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.

#### K. Data Collection/Records

- (1) HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer of otherwise required under other provisions of this Agreement. Such records shall be maintained in such a fashion as to be able to separately identify patients served pursuant to each Annex to this Agreement.
- (2) HOSPITAL shall participate in an electronic data exchange with the EMS Agency. This data shall consist of pre-hospital patient care data coming into the hospital's electronic health record (EHR) system, as well as patient outcome data and billing data being sent back to the EMS Agency's electronic patient care record (ePCR) solution.
- (3) HOSPITAL shall provide patient outcome data to the EMS Agency through a Hospital Information Exchange (HIE) solution if the EMS Agency adopts and implements such a solution.
- (4) HOSPITAL shall provide insurance/billing information on 9-1-1 EMS patients transported to the HOSPITAL, to the ambulance company that transported the patient to the facility at time of transport, if possible.

- (5) HOSPITAL shall participate in data collection and evaluation studies conducted by the EMS Agency, including but not limited to clinical outcomes, upon request from the EMS Agency.
- (6) HOSPITAL shall submit reports to EMS Agency quarterly or as requested.
- (7) Specific to non-trauma center hospitals: If HOSPITAL is not designated by COUNTY as a Pediatric Trauma Center or Adult Trauma Center, HOSPITAL shall submit specific outcome data quarterly for all patients who are transported by ambulance to the HOSPITAL and then admitted to the HOSPITAL with an ICD-9 (or subsequent ICD-10) injury code between 800-959.9 if they meet COUNTY's prehospital major trauma criteria. It is preferable for a non-trauma center hospital to transfer patients who meet major trauma criteria to a Pediatric Trauma Center or Adult Trauma Center, as applicable. If a non-trauma center hospital receives and admits patients who meet COUNTY's prehospital major trauma criteria, the EMS Agency may require the hospital to submit additional outcome information. This information may include but is not limited to: nature and extent of injuries, diagnostic tests performed, treatment, surgical procedures, unplanned readmissions, complications, ED and hospital disposition data, mortality rates and length of stay. These reports shall be incorporated into the Santa Clara County Trauma Registry.

## 6. OBLIGATIONS OF COUNTY

- A. COUNTY shall comply with all COUNTY obligations set forth in the attached Annex(es).
- B. COUNTY shall provide or cause to be provided to HOSPITAL system data related to prehospital care that COUNTY determines shall contribute to continuous quality improvement, provided, however, that this subsection shall not confer any right to HOSPITAL to receive or demand system data from COUNTY.
- C. COUNTY shall develop and promulgate medical control policies and EMS System procedures consistent with applicable federal and state statutes and regulations, and COUNTY ordinances.
- D. COUNTY shall administer and coordinate the EMS System consistent with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act, codified in California Health and Safety Code Division 2.5.
- E. COUNTY shall use its best efforts to procure funding to maintain the EMS System, including actively seeking grant funding at the federal, state, and local levels.
- F. COUNTY shall provide HOSPITAL with standardized EMS System policies and/or protocols as contained in the Santa Clara County Prehospital Care Policy Manual, as may be amended from time to time.
- G. COUNTY shall develop and coordinate a comprehensive EMS data collection system, in consultation with various EMS System stakeholder committees and HOSPITAL, which

includes required data elements, data analysis, report generation, and other details related to evaluating and ensuring the quality of the EMS System.

- H. COUNTY shall develop EMS policies and procedures, clinical protocols and other EMS plans based on the processes described in the EMS Policies and Procedures Manual, as may be revised from time to time by COUNTY. Whenever reasonably possible, COUNTY shall provide HOSPITAL with adequate time to plan, budget and train personnel affected by changes in EMS policies, procedures, clinical protocols or other EMS plans.
- I. COUNTY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITAL's responsibilities under this Agreement, including any costs or expenses incurred by HOSPITAL for services provided to patients lacking the ability to pay for services.

## **7. MUTUAL COOPERATION**

It is agreed that mutual non-competition among facilities that have entered into Hospital Designation Agreements with COUNTY, as well as their associated helicopter services, is vital to providing optimal medical care under the EMS System. In furtherance of such cooperation, HOSPITAL agrees to provide access to the helipad, if any, located at HOSPITAL to all helicopter services, to the extent necessary to triage and/or transport patients to HOSPITAL pursuant to this Agreement. HOSPITAL shall not charge helicopter services for such landing privileges.

## **8. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIALS**

HOSPITAL agrees to meet with all other facilities that have entered into agreements with COUNTY to provide the services described in the attached Annex(es) in order to establish guidelines concerning the publication and use of data relating to the system for providing those services and any other such facility. By way of example, if HOSPITAL has executed an Annex for designation as an Adult Trauma Center or Pediatric Trauma Center, HOSPITAL shall meet with all other Trauma Centers designated by the COUNTY in order to establish guidelines concerning the publication and use of data relating to the trauma system and any other Trauma Center. COUNTY shall note HOSPITAL's contribution of data to any materials, within such materials, that are published or issued as result of this Agreement. Each party shall note the other party's contribution of data to any materials, within such materials, published or issued as a result of this Agreement.

## **9. ADVERTISING, MARKETING AND INFORMATION**

Prior to publicly releasing any marketing materials primarily related to the provision of services covered under this Agreement, HOSPITAL shall provide COUNTY the opportunity to comment on and approve any such marketing materials. HOSPITAL shall not represent itself to be the EMS System, a 9-1-1 EMS Receiving Center, a Stroke Center, an Adult Trauma Center, a Pediatric Trauma Center, or a STEMI Receiving Center unless designated by the COUNTY pursuant to this Agreement.

## 10. PERFORMANCE MONITORING

The EMS Agency and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and patients. At any time during normal business hours, as often as the EMS Agency may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to the EMS Agency, upon the EMS Agency's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

## 11. DEBARMENT

HOSPITAL certifies that (i) employees who provide services hereunder have not been convicted of a criminal offense related to health care and that they are not listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs; (ii) HOSPITAL has performed an appropriate screen of these employees prior to making this certification; and (iii) it shall screen all new employees who provide services under this Agreement. HOSPITAL certifies that HOSPITAL has not been convicted of a criminal offense related to health care, nor is HOSPITAL listed by any federal or state agency as debarred, excluded or otherwise ineligible for participation in federal or state funded health care programs. HOSPITAL agrees that if any of its employees providing services under this Agreement are convicted of a crime related to health care or debarred, such employees shall be removed from any responsibility or involvement in the provision of services under this Agreement once the criminal conviction or debarment is final. HOSPITAL shall notify COUNTY of the pendency of such charges or proposed debarment or exclusion against it or against HOSPITAL's employees. HOSPITAL shall indemnify, defend and hold harmless COUNTY for any loss or damage resulting from HOSPITAL's or HOSPITAL's employees' criminal conviction, debarment or exclusion.

## 12. CONFLICTS OF INTEREST

HOSPITAL acknowledges that ambulances shall be directed by EMS Agency policies and procedures. Neither HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the diversion of an ambulance in violation of EMS Agency policies and procedures. HOSPITAL and COUNTY shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

## 13. CONFIDENTIALITY

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

litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital.

Nothing in this Agreement shall require HOSPITAL to provide or disclose to COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital (hereafter, "Medical Staff Committee Documents".) In the event that HOSPITAL in its discretion chooses to share Medical Staff Committee documents or the contents thereof with County, County acknowledges that such documents may be protected under California Evidence Code Section 1157 and agrees to strictly maintain the confidentiality of documents protected under Evidence Code Section 1157.

#### **14. INDEMNIFICATION AND INSURANCE**

HOSPITAL and COUNTY shall comply with the applicable indemnification and insurance provisions attached as Exhibit A.

#### **15. DISPUTE RESOLUTION**

- A. HOSPITAL shall identify specific individuals and provide their contact information for those who are authorized to assist the EMS Agency with dispute resolution under this Agreement.
- B. HOSPITAL shall respond to written requests of the EMS Agency for information regarding any perceived dispute within five (5) business days, unless otherwise mutually agreed, following receipt of such request.
- C. HOSPITAL is encouraged to resolve normal day-to-day operational concerns directly with involved parties, such as other EMS System providers and hospitals. If a dispute is not resolved at this level, the HOSPITAL may refer the dispute to the Director of the EMS Agency for further review and action.

#### **16. TERMINATION**

- A. Termination without Cause. Either party may terminate this Agreement, either in whole or in part, for convenience at any time without penalty or liability by giving 180 days prior written notice specifying the effective date and scope of such termination.
- B. Termination for Cause.
  - (1) In the event of a condition or circumstance constituting Cause for termination, the COUNTY shall have all rights and remedies available at law or in equity under this Agreement, including the right to terminate this Agreement, either in whole or in part.
  - (2) If COUNTY determines that Cause exists for potential termination of this Agreement, either in whole or in part, the COUNTY shall provide reasonable notice to HOSPITAL of the Cause. HOSPITAL shall have up to thirty (30) days to either cure



the default or provide evidence to the reasonable satisfaction of the COUNTY that Cause for termination does not exist. If HOSPITAL has not cured the default, or if the default cannot be reasonably cured, within the 30 day cure period, COUNTY may, at its option, decide whether to (a) give HOSPITAL additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for Cause.

- (3) In the event that the COUNTY determines that the Cause for termination poses a danger to public health or safety, the COUNTY may, in its sole and absolute discretion, decide not to allow HOSPITAL to have a cure period and immediately terminate this Agreement, either in whole or in part, without penalty upon issuing either oral or written notice to HOSPITAL.

C. Consequences of Termination. In the event of COUNTY's termination of this Agreement, either in whole or in part, the HOSPITAL shall be liable for costs, if any, incurred by the COUNTY because of HOSPITAL's default. HOSPITAL shall promptly reimburse the COUNTY for the full amount of its liability, or, at COUNTY's option, the COUNTY may offset such liability from any payment due to HOSPITAL under any contract with the COUNTY.

## **17. BUDGETARY CONTINGENCY**

Performance and/or payment by the COUNTY pursuant to this Agreement is contingent upon the appropriation of sufficient funds by the COUNTY for services covered by this Agreement. If funding is reduced or deleted by the COUNTY for services covered by this Agreement, the COUNTY may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

## **18. ASSIGNMENT AND DELEGATION**

HOSPITAL shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the prior written consent of COUNTY. No Assignment or Delegation shall release HOSPITAL from any of its obligations or alter any of its obligations to be performed under the Agreement. 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.

## **19. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY AND WAGE THEFT PREVENTION**

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this section, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

- (5) **Prior Judgments, Decisions or Orders against Contractor:** By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.
- (6) **Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract:** If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) **Access to Records Concerning Compliance with Pay Equity Laws:** In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor’s records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County’s request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County’s access to such records and facilities shall be permitted at any time during Contractor’s normal business hours upon no less than 10 business days’ advance notice.
- (8) **Pay Equity Notification:** Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California  
  
(collectively, “Employees and Job Applicants”) with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor’s Employees and Job Applicants.

(9) **Material Breach:** Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:

- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) **Subcontractors:** Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

## **20. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed by the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, either oral or in writing, with respect to the subject matter hereof.

## **21. NO THIRD PARTY RIGHTS**

No provision in this Agreement shall be construed to confer any rights to any third person or entity.

## **22. INDEPENDENT PROVIDER STATUS**

This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between either party to this Agreement. HOSPITAL understands and agrees that all HOSPITAL employees rendering prehospital emergency medical care services under this Agreement are, for purposes of Workers' Compensation liability, employees solely of the HOSPITAL and not of COUNTY.

## **23. SEVERABILITY**

Should any part of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the contract which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

**24. GOVERNING LAW; VENUE**

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

**25. WAIVER**

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

**26. NOTICES**

Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named.

The EMS Agency Director shall have the authority to issue all notices which are required or permitted by COUNTY hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

Notices to COUNTY shall be addressed as follows:

EMS Agency Director  
County of Santa Clara  
Emergency Medical Services Agency  
700 Empey Way  
San Jose, CA 95128

Notices to HOSPITAL shall be addressed as follows:

Tomi Ryba  
Chief Executive Officer  
225 North Jackson Ave  
San Jose, CA 95116

**27. COUNTY NO-SMOKING POLICY**

HOSPITAL and its employees, agents and subcontractors, shall comply with the COUNTY's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all COUNTY-owned and operated health facilities, (2) within 30 feet surrounding COUNTY-owned buildings and leased buildings where the COUNTY is the sole occupant, and (3) in all COUNTY vehicles.

28. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties.

COUNTY DocuSigned by: Theresa Therilus 1/22/2020  
62EEB3861ADB4FB...  
Theresa G. Therilus Date  
Interim Director of Procurement  
Procurement Department

HOSPITAL DocuSigned by: Tomi Ryba 1/7/2020  
EBE643DDEFFC4FE...  
Tomi Ryba Date  
Chief Executive Officer  
Regional Medical Center of San Jose

Approved BY: Jackie Lowther 1/10/2020  
3B1CAB11C65147B...  
Jackie Lowther, RN, Director Date  
Emergency Medical Services Agency

Approved BY: René G. Santiago 1/20/2020  
A968A3B7E216400...  
Rene G. Santiago Date  
Deputy County Executive  
County of Santa Clara Health System

Approved BY: John Cookinham 1/17/2020  
C86CC078205C43A...  
John Cookinham Date  
Chief Financial Officer  
County of Santa Clara Health System

APPROVED AS TO FORM AND LEGALITY BY: Wesley Dodd 1/10/2020  
9BA7F1608BBD485...  
Wesley Dodd Date  
Deputy County Counsel

Attachments

- Exhibit A: Indemnification and Insurance
- Annex A: Designation as a 9-1-1 EMS Receiving Center
- Annex B: Designation as a Stroke Center
- Annex C: Designation as a STEMI Receiving Center
- Annex D: Designation as a Trauma Center

**EXHIBIT A**  
**Indemnification and Insurance**  
(modified 12/2019)

Indemnity

Each of the parties shall indemnify, defend, and hold the other party, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or services provided by such party under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
  - a. Each occurrence - \$5,000,000
  - b. General aggregate - \$5,000,000
  - c. Personal Injury - \$5,000,000
  - d. Products/Completed Operations aggregate - \$5,000,000
  
2. General liability coverage shall include:
  - a. Premises and Operations
  - b. Personal Injury liability
  - c. Products/Completed
  - d. Contractual liability, expressly including liability assumed under this Agreement
  - e. Severability of interest
  
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

**Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.



4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. Medical Malpractice Liability Insurance

- a. Coverage shall be in an amount of not less than five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

**ANNEX A**

**DESIGNATION OF HOSPITAL AS A 9-1-1 EMS RECEIVING CENTER**

**1. DESIGNATION AS A 9-1-1 EMS RECEIVING CENTER**

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a 9-1-1 EMS Receiving Center, and HOSPITAL hereby accepts such designation.

**2. OBLIGATIONS OF HOSPITAL**

- A. HOSPITAL shall provide acute, emergency care to any patient that comes to the emergency department of HOSPITAL by ambulance as the result of a 9-1-1 call to the COUNTY's EMS system ("9-1-1 EMS patients"). HOSPITAL shall provide such care regardless of the patient's ability to pay physician and/or hospital fees. For the purpose of this Annex, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).
- B. HOSPITAL shall provide the EMS Agency, on a regular and ongoing basis and upon request, with documents that demonstrate HOSPITAL's compliance with EMS Agency policies and procedures and 9-1-1 EMS Receiving Center standards contained in this Annex.
- D. HOSPITAL agrees to use EMSsystem (EMResource) or other COUNTY-approved hospital status and alerting system to manage hospital bypass and receive alerts from the Santa Clara County Emergency Medical Services System ("EMS System") at HOSPITAL's cost. COUNTY shall seek grant funding opportunities to fund this hospital status and alerting system.
- E. HOSPITAL shall be responsible for the cost of programming, maintaining, and replacing radio equipment used by the HOSPITAL to access the COUNTY EMS Communication System.
- F. If COUNTY EMS radios can not communicate unaided with County Communications within HOSPITAL's facility, HOSPITAL agrees to provide, at its own cost, COUNTY-approved radio that is bi-directional amplifier/passive antenna or other appropriate technologies to support the use of COUNTY EMS portable radios within the HOSPITAL's ED, administrative offices, and command center (or back up location).
- G. HOSPITAL shall endeavor, in good faith, to develop an agreement with COUNTY whereby HOSPITAL shall conduct Postmortem CT Examinations for selected deceased trauma patients in order to provide COUNTY with continuous quality improvement information.
- H. HOSPITAL shall participate in disaster and EMS surge planning and related drills, simulations, and exercises at least twice each calendar year. HOSPITAL may substitute a

response to an actual event if HOSPITAL completes and submits an After-Action Report to COUNTY. COUNTY may approve or reject such substitution in its sole and absolute discretion.

- A. HOSPITAL shall give notice to an EMS provider agency designated infection control officer and county health officer when it has been determined that a reportable communicable disease exposure has occurred involving EMS personnel of public or private EMS provider agencies as required by law.
  
- I. HOSPITAL agrees to execute and maintain multiple agreements with COUNTY-permitted ambulance service providers at the Basic Life Support (BLS)-EMT, Advanced Life Support (ALS)-Paramedic, and Critical Care Transport-Registered Nurse level to facilitate the immediate inter-facility transfer of patients when necessary;

### 3. MEDICAL PERSONNEL AND STAFFING

#### A. Emergency Department Medical Director

- 1. HOSPITAL shall employ and designate, either directly or through contract, an Emergency Department Medical Director (the “Medical Director”). The Medical Director shall possess the following minimum qualifications:
  - a. Board certified in Emergency Medicine (EM) through the American Board of Emergency Medicine (ABEM) (preferred) or the American Osteopathic Association (AOA).
  - b. Residency trained in Emergency Medicine, Internal Medicine, Pediatrics or Family Practice.
  - c. Be a member in good standing on HOSPITAL’s Medical Staff.
- 2. The Medical Director shall have the following responsibilities:
  - a. Oversee clinical care provided in the Emergency Department (“ED”).
  - b. Implement policies and procedures, relative to caring for 9-1-1 EMS patients, in accordance with applicable federal, state and local law and applicable County policies and procedures.
  - c. Be responsible for providing qualified physician staffing for emergency medical services, 24 hours per day, seven days per week.
  - d. Attend at least 50% of the EMS Agency’s regularly scheduled Prehospital Care System Quality Improvement Committee meetings and Medical Control Advisory Committee meetings. The Medical Director shall send a representative to any such meeting that he/she can not attend.

#### B. EMS Liaison

- 1. HOSPITAL shall employ and designate an EMS Liaison. The EMS Liaison shall have the following minimum qualifications:
  - a. Working knowledge of the EMS System.
  - b. Working knowledge of COUNTY’s Prehospital Care Policy and clinical protocols.

- c. Ability to review and evaluate basic and advanced life support patient care provided by 9-1-1 EMS System.
2. The EMS Liaison shall have the following responsibilities:
  - a. Attend annual meeting of the EMS Agency regarding countywide changes to the EMS System.
  - b. Provide continuing education to hospital staff related to the COUNTY EMS System, including information from the EMS Agency's annual meeting regarding countywide changes to the EMS System.
  - c. Provide 9-1-1 EMS patient outcome information to the COUNTY EMS Agency and ad-hoc reports when requested.
  - d. Serve as a liaison between the EMS Agency, other hospitals, and EMS service providers.
  - e. Attend, or assign a representative to attend, regularly scheduled meetings of the EMS Agency's Prehospital Care System Quality Improvement Committee, Prehospital Providers Advisory Committee, and Medical Control Advisory Committee.
  - f. Assure that Emergency Department personnel are trained to integrate with the EMS System and provide quality care to 9-1-1 EMS patients.
- C. HOSPITAL shall notify the EMS Agency within 10 working days of any staffing changes to the Medical Director or EMS Liaison positions.

#### **4. OBLIGATIONS OF THE COUNTY**

- A. On behalf of COUNTY, the Director of the EMS Agency shall serve as a single point of contract for all matters relative to this Annex. In case of an emergency when the Director of the EMS Agency cannot be reached, the EMS Duty Officer shall act as the primary contact.
- B. COUNTY shall provide and maintain a radio network for use by HOSPITAL and provide access to that network for HOSPITAL and EMS System communication.
- C. COUNTY, in collaboration with the HOSPITAL, may participate in research endeavors and other programs, including, but not limited to, pilot studies with the customary Institutional Review Board (IRB) policies.
- D. COUNTY, in accordance with Health and Safety Code section 1797.153, shall coordinate and authorize medical mutual aid through the authority of the Medical Health Operational Area Coordinator (MHOAC), as such term is defined in Health and Safety Code section 1797.153, subdivision (a).
- E. COUNTY shall develop and authorize EMS System policies and procedures and medical protocols consistent with California Code of Regulations, Title 22, Division 9. COUNTY shall prescribe standards for EMS System operations, structure, and processes consistent with applicable state and local laws and regulations, and local EMS System policies and procedures, as may be revised from time to time by COUNTY.

F. COUNTY shall develop and implement a system-wide EMS Quality Improvement Plan (EQIP), consistent with California Code of Regulations, Title 22 Division 9, Chapter 12.

This Annex is entered into this 1st day of January, 2020 by the parties.

**COUNTY OF SANTA CLARA**

DocuSigned by:  
*Theresa Therilus* 1/22/2020  
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Theresa G. Therilus Date  
Interim Director of Procurement  
Procurement Department

**HOSPITAL**

DocuSigned by:  
*Tomi Ryba* 1/7/2020  
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Tomi Ryba Date  
Chief Executive Officer

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Wesley Dodd* 1/10/2020  
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Wesley Dodd Date  
Deputy County Counsel

## ANNEX B

### DESIGNATION OF HOSPITAL AS A STROKE CENTER

#### 1. DEFINITIONS

For the purposes of this Annex:

- A. “Acute Stroke Ready Hospitals” or “Satellite Stroke Centers” means a hospital able to provide the minimum level of critical care services for stroke patients in the emergency department and are paired with one or more hospitals with higher-level stroke services.
- B. “Acute Stroke Victim” means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by the EMS Agency, as may be amended from time to time, and been found to require Stroke Services.
- C. “Comprehensive Stroke Center” means a hospital with specific abilities to receive, diagnose and treat all stroke cases and provide the highest level of care for stroke patients. (1) meets Comprehensive Stroke Center Standards, (2) has been certified as a Comprehensive Stroke Center by the Joint Commission and (3) is designated by County as a Comprehensive Stroke Center.
- D. “Primary Stroke Center” means a hospital that treats acute stroke patients and identifies patients who may benefit from transfer to a higher level of care when clinically warranted. (1) meets Stroke Center Standards, (2) has been certified as a Primary Stroke Center by the Joint Commission and (3) is designated by COUNTY as a Primary Stroke Center.
- E. “Stroke Care” means emergency transport, triage, diagnostic evaluation, acute intervention and other acute care services for stroke patients that potentially require immediate medical or surgical intervention treatment, and may include education, primary prevention, acute intervention, acute subacute management, prevention of complications, secondary stroke prevention, and rehabilitative services.
- F. “Stroke Critical Care System” means a subspecialty care component of the EMS system developed by a local EMS agency. This critical care system links prehospital and hospital care to develop optimal treatment to the population of stroke patients.
- G. “Stroke Center Standards” means the standards applicable to stroke centers set forth in the EMS Agency’s stroke system plan and EMS Agency policies and procedures, as may be amended from time to time.
- H. “Stroke Care System Quality Improvement Committee” means the multi-disciplinary peer-review committee which (1) is composed of representatives from Stroke Centers and other professionals designated by the EMS Agency, (2) audits the stroke care system, (3) makes recommendations for stroke care system improvements, and (3) functions in an

advisory capacity on other stroke system issues. Committee members designated by the EMS Agency may include, but are not limited to, stroke medical directors, representatives from other local hospitals, radiologists, neurosurgeons, emergency medicine sub-specialists, stroke program managers, and representatives from ground and flight emergency services providers.

- I. “Stroke Services” means the customary and appropriate hospital and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center Standards.
- J. “Stroke Information System” means the computer information system maintained by each Stroke Center which captures the presentation, diagnostic, treatment and outcome data sets required by the Joint Commission and the Stroke Center Standards.
- K. “Telehealth” means the mode of delivering health care services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of patient’s health care while the patient is at the originating site and the health care provider is at a distant site.
- L. “Thrombectomy- Capable Stroke Center” means a primary stroke center with the ability to perform mechanical thrombectomy for the ischemic stroke patient when clinically warranted.

## **2. DESIGNATION AS A STROKE CENTER**

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a Stroke Center, and HOSPITAL hereby accepts such designation.

## **3. OBLIGATIONS OF HOSPITAL**

- B. HOSPITAL shall provide Stroke Services to any Acute Stroke Victim that comes to the emergency department of HOSPITAL, regardless of the Acute Stroke Victim’s ability to pay physician fees and/or hospital costs. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).
- C. HOSPITAL shall comply with Stroke Center Standards and the Joint Commission Primary Stroke Center Standards. HOSPITAL shall monitor compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.
- D. HOSPITAL shall continuously maintain current certification as a Primary and/or Comprehensive Stroke Center by the Joint Commission. HOSPITAL shall provide the EMS Agency with a copy of the certificate issued by Joint Commission within thirty (30) days of receipt of the certificate; and shall provide the EMS Agency with evidence of



continuing Joint Commission certification as a Primary and/or Comprehensive Stroke Center not less than thirty (30) days prior to the expiration of the current certificate.

- E. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet Stroke Center Standards and take corrective action within a reasonable period of time to correct the failure.
- F. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of Acute Stroke Victims.
- G. HOSPITAL shall actively and cooperatively participate as a member of the Stroke Care System Quality Improvement Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency.
- H. HOSPITAL shall maintain a Stroke Information System and submit Stroke Information System data to EMS Agency from AHA GWTG or equivalent (i) no less than quarterly and (ii) anytime upon request by the EMS Agency. HOSPITAL shall, at a minimum, collect and maintain the data specified in the Stroke Receiving Center Standards unless additional data points are adopted by the Stroke Care System Quality Improvement Committee.

#### **4. OBLIGATIONS OF THE EMS AGENCY**

- A. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Stroke Care System Quality Improvement Committee, prehospital system data related to stroke care.
- B. The EMS Agency, in collaboration with the Stroke Care System Quality Improvement Committee, will strive to optimize the overall effectiveness of the Stroke Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

This Annex is entered into this 1st day of January, 2020 by the parties.

**COUNTY OF SANTA CLARA**

DocuSigned by:  
*Theresa Therilus* 1/22/2020

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Theresa G. Therilus Date  
Interim Director of Procurement  
Procurement Department

**HOSPITAL**

DocuSigned by:  
*Tomi Ryba* 1/7/2020

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Tomi Ryba Date  
Chief Executive Officer

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Wesley Dodd* 1/10/2020

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Wesley Dodd Date  
Deputy County Counsel

**ANNEX C**  
**DESIGNATION OF HOSPITAL AS AN  
ST ELEVATION MYOCARDIAL INFARCTION RECEIVING CENTER**

**1. DEFINITIONS**

For the purposes of this Annex:

- A. “Cardiac Audit Committee” means the multi-disciplinary peer-review committee, composed of representatives from the STEMI Receiving Centers and other professionals designated by the EMS Agency, which audits the STEMI Care System makes recommendations for system improvements, and functions in an advisory capacity on other STEMI Care System issues. Committee members designated by the EMS Agency may include, but are not limited to, STEMI Receiving Center medical directors and program managers, representatives from other local hospitals, interventional and non-interventional cardiologists, emergency medicine sub-specialists, and representatives from ground and flight emergency services providers.
- B. “Immediately Available” means:
  - a) Unencumbered by conflict duties or responsibilities;
  - b) Responding without delay upon receiving notification; and
  - c) Being physically available to the specified area of the hospital when the patient is delivered in accordance with local EMS agency policies and procedures.
- C. “Percutaneous Coronary Intervention” or “PCI” means a procedure used to open or widen a narrowed or blocked coronary artery to restore blood flow supplying the heart, usually done on an emergency basis for a STEMI patient.
- D. “ST- Elevation Myocardial Infarction” or “STEMI” means a clinical syndrome defined by symptoms of myocardial infarction in association with ST-segment elevation on Electrocardiogram (ECG).
- E. “STEMI Care System” means an integrated prehospital and hospital program that is intended to direct patients with field identified ST Segment Elevation Myocardial Infarction directly to hospitals with specialized capabilities to promptly treat these patients.
- F. “STEMI Critical Care System” means a critical care component of the EMS system developed by a local EMS agency that links prehospital and hospital care to deliver treatment to STEMI patients.
- G. “STEMI Patient” means a patient with symptoms of myocardial infarction in association with ST-Segment Elevation in an ECG.
- H. “STEMI Program” means and organizational component of the hospital specializing in the care of STEMI patients.

- I. “STEMI Receiving Center” or “SRC” means a licensed general acute care facility meeting STEMI Receiving Center Standards, which has been designated as a STEMI Receiving Center by COUNTY.
- J. “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 COUNTY and the STEMI Receiving Center Standards.
- K. “STEMI Receiving Center Standards” means the standards applicable to STEMI Receiving Centers set forth in Attachment A of this Annex, the EMS Agency’s Comprehensive Cardiac Care System plan, and EMS Agency policies and procedures, as may be amended from time to time. A copy of the plan and the EMS Agency policies and procedures will be provided to the SRC’s.

## **2. DESIGNATION AS A STEMI RECEIVING CENTER**

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as a STEMI Receiving Center, and HOSPITAL hereby accepts such designation.

## **3. OBLIGATIONS OF HOSPITAL**

- A. HOSPITAL shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department of HOSPITAL, regardless of the STEMI Patient’s ability to pay physician fees and/or hospital costs. For the purpose of this Annex, the phrase “comes to the emergency department” shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).
- B. HOSPITAL shall comply with STEMI Receiving Center Standards described in Attachment 1, which is attached and incorporated into this Annex. HOSPITAL shall monitor compliance with STEMI Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be made available to the EMS Agency upon request.
- C. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet STEMI Receiving Center Standards and take corrective action within a reasonable period of time to correct the failure.
- D. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of STEMI Patients.
- E. HOSPITAL shall actively and cooperatively participate as a member of the Cardiac Audit Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency.

F. HOSPITAL shall maintain a STEMI Information System and submit STEMI Information System data to EMS Agency from AHA ACTION Registry or equivalent (i) no less than quarterly and (ii) anytime upon request by the EMS Agency. HOSPITAL shall, at a minimum, collect and maintain the data specified in the STEMI Receiving Center Standards unless additional data points are adopted by the Cardiac Audit Committee.

**4. OBLIGATIONS OF THE EMS AGENCY**

A. The EMS Agency will provide, or cause to be provided to HOSPITAL and/or the Cardiac Audit Committee, prehospital system data related to STEMI care.

B. The EMS Agency will strive to optimize the overall effectiveness of the Comprehensive Cardiac Care System and its individual components through the development of performance measures for each component and for the system function as a whole (both process and outcomes measures) and by employing continuous quality improvement strategies and collaboration with stakeholders.

This Annex is entered into this 1st day of January, 2020 by the parties.

**COUNTY OF SANTA CLARA**

**HOSPITAL**

DocuSigned by:  
*Theresa Therilus* 1/22/2020  
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Theresa G. Therilus Date  
Interim Director of Procurement  
Procurement Department

DocuSigned by:  
*Tomi Ryba* 1/7/2020  
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Tomi Ryba Date  
Chief Executive Officer

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Wesley Dodd* 1/10/2020  
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Wesley Dodd Date  
Deputy County Counsel

## Attachment 1 to Annex C STEMI RECEIVING CENTER STANDARDS

### **INTRODUCTION**

These standards were developed to ensure that patients transported by the 9-1-1 system in Santa Clara County who exhibit an ST Elevation Myocardial Infarction (STEMI) pattern on a Prehospital obtained 12-Lead electrocardiogram (EKG) are transported to a hospital appropriate to their needs. With the initiation of 12-Lead EKG by paramedics and rapid transport to a STEMI Receiving Center (SRC), patients with STEMI's will receive an earlier definitive diagnosis and treatment resulting in improved outcomes.

### **ACKNOWLEDGEMENTS**

The input of all the members of the Comprehensive Cardiac Care Task Force in Santa Clara County was essential for the development of these standards. The Task force consisted of cardiologists representing all of the hospitals in Santa Clara County, Nurse Management representation for all of the Emergency Departments, representation from the cardiac catheterization labs, representatives from the EMS Agency, representatives from the American Heart Association as well as representation from the Hospital Council of Northern and Central California.

### **DEFINITIONS**

“STEMI” means a type of myocardial infarction, acute in nature, that generates an ST segment elevation on the 12-lead EKG.

“STEMI Receiving Center” or “SRC” means a licensed general acute care hospital with (1) a special permit for a cardiac catheterization laboratory and cardiovascular surgery from the California State Department of Health Services, (2) designation as an SRC by the County of Santa Clara, and (3) certification by the Joint Commission.

“Percutaneous Coronary Intervention” and “PCI” mean a broad group of techniques used for the diagnosis and treatment of patients with STEMI.

“TIMI Grade III Flow” means the Thrombolytics In Myocardial Ischemia (TIMI) Scale which defines flow rate through an opened artery-grade III is unimpeded flow.

### **GENERAL SRC REQUIREMENTS**

#### A. Hospital Licenses

1. Currently recognized as a Santa Clara County Receiving Facility
2. Special permit for a Cardiac Catheterization Laboratory from the California State Department of Health Services (DHS)
3. Holds a special permit issued by DHS for Cardiovascular Surgery Service or has

established current transfer agreements with a hospital or hospitals holding such a special permit.

B. Hospital Capabilities

1. An Intra Aortic Balloon Pump shall be available on site 24 hours per day/7 days per week with a person capable of operating this equipment.
2. Cardiac Catheterization Laboratory operable 24 hours/day, 7 days/ week.

C. Personnel

1. SRC Medical Director

The SRC shall designate a medical director for the STEMI program who shall be a physician certified by the American Board of Internal Medicine (ABIM) with current ABIM sub-specialty certification in Cardiovascular Disease and Interventional Cardiology, who will ensure compliance with these SRC standards and perform ongoing Quality Improvement (QI) as part of the hospital and system QI Program.

The SRC Medical Director must be a credentialed member of the medical staff with PCI privileges.

2. SRC Program Manager

The SRC shall designate a program manager for the STEMI program who shall be a registered nurse with experience in Emergency Medicine or Cardiovascular Care, who shall assist the SRC Medical Director to ensure compliance with these SRC standards and the QI program.

3. Cardiovascular Lab Coordinator

The SRC shall have a Cardiovascular Lab Coordinator who shall assist the SRC Medical Director and the SRC Program Manager to ensure compliance with these SRC Standards and the QI Program.

4. Physician Consultants

The SRC shall maintain a daily roster of the following on-call physicians who must be promptly available when a STEMI patient presents to the hospital:

- a. Interventional Cardiologists-with privileges for PCI and credentialed by the hospital in accordance with the American College of Cardiology/American Heart Association national standards.

The SRC will submit a list of Cardiologists with Active PCI privileges to the EMS Agency annually.

D. Clinical Performance Standards

1. Cardiac Catheterization Laboratory Standards

The SRC Cardiac Catheterization Lab shall demonstrate evidence of performance of at least 200 PCI procedures annually.

2. Interventional Cardiologist Standards

Each interventional cardiologist shall perform a minimum average of 75 or more PCI procedures per year.

It is desirable but not required that each interventional cardiologist shall have an average of 11 STEMI cases per year.

There shall be a mentorship program available for those individual practitioners who do not meet the performance standard of 75 cases per year.

E. Clinical Process Performance Standard

Each SRC shall demonstrate Door to Balloon inflation time of 90 minutes or less in 75% of their cases.

The overall goal of the STEMI Care System in Santa Clara County is to achieve first medical contact (Performance of the prehospital 12 Lead EKG) to balloon inflation of <90 minutes in 75% of all cases.

F. Policies

Internal policies shall be developed for the following:

1. Criteria for patients to receive emergent angiography or emergent fibrinolysis based on physician decisions for individual patients.
2. Goals to Primary PCI (medical contact to balloon inflation time)

G. Data Collection

1. Each SRC shall maintain a STEMI Information System and submit STEMI Information System data to EMS Agency on a regular basis, as requested by the EMS Agency. The SRC shall collect and submit data points that have been adopted by the Cardiac Care System Quality Improvement Committee.

H. Quality Improvement- Prehospital patients

1. An SRC QI program shall be established to review and collect outcome data to be reported to the County EMS Agency each month for 9-1-1 transported STEMI patients



with the following criteria:

- a. In-Hospital mortality
- b. Emergency Coronary Artery Bypass rate
- c. Vascular complications (PCI Access site complication, hematoma large enough to require transfusion, or operative intervention required).
- d. Cerebrovascular accident rate (peri-procedure)

I. EMS Patient Outcome Data

1. The following outcome, data will be collected on each 9-1-1 transported STEMI patient on a monthly basis and provided to the Santa Clara County EMS Agency

a. Interventions

1. Door to balloon time
2. Door to needle time
3. No interventions

b. Discharge status

1. Home
2. SNF
3. Expired

**DESIGNATION PROCESS**

- A. An SRC may be designated following satisfactory review of written documentation and a site survey when deemed necessary, by the Santa Clara County EMS Agency.
- B. After the initial one (1) year designation, an SRC may be re-designated following a satisfactory Santa Clara County EMS Agency review may be re-designated for an additional three years (3). This review may include a site survey by an independent review team at any time during the term of the Annex.

## ANNEX D

### DESIGNATION OF HOSPITAL AS A TRAUMA CENTER

#### 1. DEFINITIONS

For the purposes of this Annex:

- A. “Adult Trauma Center” means a licensed general acute facility which (1) meets the Trauma Center Standards for an adult trauma center and (2) has been designated by COUNTY as an Adult Trauma Center.
- B. “Major Trauma Victim” and “MTV” mean a person, adult or pediatric, deemed a major trauma victim under the trauma triage criteria set forth in the EMS Agency’s policies and procedures, as may be amended from time to time.
- C. “Pediatric Trauma Center” means a licensed general acute facility which (1) meets the Trauma Center Standards for a pediatric trauma center and (2) has been designated by COUNTY as a Pediatric Trauma Center.
- D. “Trauma Audit Committee” and “TAC” mean the multi-disciplinary peer-review committee, which (1) is comprised of representatives from Trauma Centers, representatives from non-trauma hospitals, surgeons, emergency medicine sub-specialists, trauma program managers and/or representatives from ground and flight emergency service, (2) audits the trauma care system, (3) makes recommendations for trauma care system improvements, and (3) functions in an advisory capacity on other trauma system issues.
- E. “Trauma Center” refers collectively to a facility’s Adult Trauma Center, if any, and Pediatric Trauma Center, if any.
- F. “Trauma Center Medical and Physicians Services” means the customary and appropriate hospital and physician services provided by a Trauma Center to Major Trauma Victims following a trauma incident.
- G. “Trauma Registry” means the computer information system which is maintained by the EMS Agency and the Trauma Centers and which captures pertinent injury, treatment and outcome data sets, defined by EMS Agency, for the trauma system.
- H. “Trauma Center Standards” means the standards applicable to adult and/or pediatric Trauma Centers set forth in Article 2.5 of the California Health and Safety Code, Title 22 of the California Code of Regulations, the EMS Agency trauma system plan and EMS Agency policies and procedures in effect at any time during the term of this Annex.

## 2. DESIGNATION AS A TRAUMA CENTER

Subject to the terms and conditions of this Annex and the Hospital Designation Agreement entered into by and between the parties, COUNTY hereby designates HOSPITAL as (check all that apply):

- an Adult Trauma Center
- a Pediatric Trauma Center.

HOSPITAL hereby accepts such designation.

## 3. OBLIGATIONS OF HOSPITAL

- A. HOSPITAL shall provide Trauma Center Medical and Physician Services to any adult or pediatric Major Trauma Victims that comes to HOSPITAL's emergency department, throughout the full period of emergency department and inpatient hospital care, regardless of patients' ability to pay physician fees and/or hospital costs, unless the Major Trauma Victim is transferred pursuant to Section 3.B below. To assure continuity of care, HOSPITAL shall also provide all medically necessary outpatient visit(s) related to the trauma incident, or arrange such visit(s) as may be required by a patient's health plan or other applicable third-party payor; provided, however, that COUNTY may, in its sole and absolute discretion and on a case by case basis, waive HOSPITAL's obligation to provide such outpatient visit(s) or arrange such visit(s). Nothing in this Agreement shall require HOSPITAL to provide outpatient visits to a Major Trauma Victim for more than sixty (60) days following the Major Trauma Victim's discharge. For the purpose of this Annex, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd) and the regulations promulgated thereunder (EMTALA).
- B. HOSPITAL shall transfer patients to other facilities only when medically appropriate or as may be requested by a patient or his or her health plan or other applicable third-party payor. A patient may not be transferred, or referred to another facility for outpatient services, due to the patient's inability to pay physician fees and/or hospital costs. A patient may be transferred based on the requirements his or her health plan or other applicable third-party payor, but only if the patient's medical condition so permits, as determined by the attending trauma physician. Any transfer of a patient must be in accordance with the Emergency Medical Treatment and Active Labor Act (42 U.S.C § 1395dd), the regulations promulgated thereunder, and applicable EMS Agency policies and procedures, including but not limited to the Santa Clara County Prehospital Care Policy Manual, as amended from time to time.
- C. HOSPITAL shall comply with Trauma Center Standards. HOSPITAL shall monitor compliance with Trauma Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request.
- D. HOSPITAL shall notify the EMS Agency, in writing, within twenty-four (24) hours of any failure to meet Trauma Center Standards and take corrective action within a reasonable period of time to correct the failure.

- E. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any identified failure to meet Trauma Center Standards, within the timeframes established by the EMS Agency.
- F. HOSPITAL shall maintain a designated telephone to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care of Major Trauma Victims and coordination of interfacility transfers.
- G. HOSPITAL shall actively and cooperatively participate as a member of the Trauma Audit Committee, and such other related committees that may, from time to time, be named and organized by the EMS Agency. HOSPITAL shall provide one recognized trauma expert, per year, for the Trauma Audit Committee visiting lecturer program at HOSPITAL's expense.
- H. HOSPITAL shall require HOSPITAL Trauma Registry staff to attend, at HOSPITAL's expense, such education and training programs related to use of the Trauma Registry as may be reasonably requested by EMS Agency and recommended by the Trauma Audit Committee.
- I. HOSPITAL shall participate in the Trauma Registry and submit data to the Trauma Registry on a regular basis, as requested by EMS Agency.
- J. HOSPITAL shall obtain EMS Agency's written approval prior to entering into agreements for providing trauma services to out-of-county residents, including, but not limited to agreements with local emergency medical services agencies or other government entities, and pre-hospital care providers, including air ambulance service providers. Such approval shall not be unreasonably withheld. This Section 3(j) shall not apply to standard payment agreements with health plans or other third-party payors.

#### **4. OBLIGATIONS OF THE EMS AGENCY**

- A. EMS Agency shall maintain a Trauma Registry for the purpose of data collection, compliance monitoring, and the evaluation of the trauma system. Data collected by the Trauma Registry will be made available, in an aggregate form to all Trauma Centers.
- B. The EMS Agency shall meet and consult with HOSPITAL prior to the adoption of any policy or procedure that concerns the administration of the trauma system, or the triage, transport and treatment of Major Trauma Victims.

#### **5. ADDITIONAL FEES**

- A. Site Reviews. HOSPITAL shall reimburse EMS Agency for the costs of any third-party review conducted by trauma experts required under this Annex. This reimbursement shall not exceed Twenty-Five Thousand Dollars (\$25,000) per review. Follow-up visits by third party reviewers, necessary as a result of HOSPITAL's failure to satisfy the requirements of this Annex, will be at the sole cost of HOSPITAL. HOSPITAL shall reimburse EMS Agency for all such costs within forty-five (45) days of HOSPITAL's

receipt of EMS Agency's invoice.

- B. Trauma Registry. HOSPITAL shall reimburse EMS Agency for a portion of the third-party vendor costs, as specified below, related to the implementation, operation, and maintenance of the Trauma Registry. Trauma Registry costs shall be divided equally among the Trauma Centers. For example, if there are three Trauma Centers, and the Trauma Registry costs are \$18,000 annually, then each Trauma Center shall reimburse EMS Agency \$6,000 per year.

This Annex is entered this 1st day of January, 2020 by the parties.

**COUNTY OF SANTA CLARA**

DocuSigned by:  
*Theresa Therilus* 1/22/2020  
62EEB3861ADB4FB...  
 Theresa G. Therilus Date  
 Interim Director of Procurement  
 Procurement Department

**HOSPITAL**

DocuSigned by:  
*Tomi Ryba* 1/7/2020  
EBE843DDEFFC4FE...  
 Tomi Ryba Date  
 Chief Executive Officer

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
*Wesley Dodd* 1/10/2020  
9BA7F1608BBD485...  
 Wesley Dodd Date  
 Deputy County Counsel