

**AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**MARIAN REGIONAL MEDICAL CENTER**  
for  
**DESIGNATION AS AN ACUTE STROKE CENTER**

**Effective January 1, 2025**

**THIS AGREEMENT** (hereafter Agreement) is made between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY or SBCEMSA) and Marian Regional Medical Center having a principal place of business at 1400 E Church St, Santa Maria, CA 93454 (hereafter HOSPITAL) wherein the parties agree to provide and accept the services specified herein.

**WHEREAS**, on January 1, 2016, the COUNTY implemented a Stroke System of Care pursuant to the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act and Title 22 of the California Code of Regulations (CCR) sections 100156.01 *et seq.*; and

**WHEREAS**, on July 1, 2019, California Emergency Medical Services Agency (CA EMSA) amended the regulations and augmented the requirements for the Stroke System of Care, including but not limited to, the requirement of LEMSA to submit a Stroke System of Care Plan and establishment of written agreements between COUNTY and all designated Acute Stroke Centers pursuant to Health and Safety Code section 1798.150 and Title 22, CCR section 100156.01; and

**WHEREAS**, in compliance with the above-referenced statutes and regulations, the COUNTY Emergency Medical Services (EMS) Agency developed standards to ensure that patients transported by the 911 system in Santa Barbara County who meet stroke criteria are transported to a hospital appropriate to their needs. With the initiation of pre-hospital stroke triage, treatment protocol, and destination guidelines, paramedics can transport directly to an Acute Stroke Center, which may result in earlier diagnosis, treatment, and overall improved patient outcomes; and

**WHEREAS**, HOSPITAL is designated an ASC by Santa Barbara County EMS Agency and HOSPITAL has been found by COUNTY to have in place all the requirements as stated in the California Code of Regulations Title 22, Division 9, Chapter 6.3, Stroke Critical Care Systems and is actively providing the level of care required for designation as an Acute Stroke Center; and

**WHEREAS**, HOSPITAL has committed resources to meet these standards and by entering into this written agreement HOSPITAL will be authorized to continue to receive emergency ambulance patients, and patients meeting stroke criteria from other facilities.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The Director of the EMS Agency at phone number (805) 681-5274 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The Chief Executive Officer for Marian Regional Medical Center at phone number (805) 739-3000 is the authorized representative for HOSPITAL. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, or with postage prepaid first class mail, registered or certified mail, or express courier services, as follows:

To COUNTY: EMS Agency Director  
300 N. San Antonio Road  
Santa Barbara, CA 93110

To HOSPITAL: Chief Executive Officer  
Marian Regional Medical Center  
1400 East Church St  
Santa Maria, CA 93454

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first-class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES:** HOSPITAL and COUNTY agree to coordinate in the delivery of Stroke services to ensure that the highest quality of care is provided to those in need of care. To maintain its designation as a Stroke Receiving Center, which qualifies HOSPITAL to receive emergent Stroke Patients utilizing the 9-1-1 system, HOSPITAL agrees to accept the responsibilities and to provide the services as set forth herein and in Exhibit A as attached hereto and incorporated herein by this reference. COUNTY will support HOSPITAL in managing its responsibilities under this Agreement by designating and providing an EMS Director, EMS Medical Director, and staff to provide administration of the EMS system with all Stroke Patients in the County and providing the services described in Exhibit A.
4. **TERM.** The term of this Agreement shall be for the period of three (3) years effective January 1, 2025, through December 31, 2027, unless otherwise agreed in writing or earlier terminated.
5. **FEES.** HOSPITAL agrees to pay COUNTY a total amount of \$36,298 each calendar year for the term of this Agreement with a total amount not to exceed \$108,894, as described in Exhibit B as attached hereto and incorporated herein by reference, unless otherwise modified by mutual agreement. Fees are for full cost reimbursement of EMS services provided to HOSPITAL under the terms of this Agreement.
6. **INDEPENDENT ENTITIES.** HOSPITAL and COUNTY acknowledge that they are independent entities and that each shall perform all of its services under this Agreement as an independent entity and not as an employee of the other. HOSPITAL understands and acknowledges that neither HOSPITAL nor its employees shall be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.
7. **MEDICAL RECORDS.** The parties shall maintain all patient medical records relating to patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder, the California Confidentiality of Medical Information Act (Cal. Civil Code §§

56 to 56.37), the Lanterman-Petris-Short Act, the Privacy, Security and federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-2.

8. **CONFIDENTIALITY.** HOSPITAL and COUNTY agree that information concerning patients shall be kept confidential and shall not be disclosed to any person except as authorized by law. HOSPITAL does not waive its right pursuant to Evidence Code, Sections 1157.1 et. seq. This confidentiality provision shall remain in effect notwithstanding any subsequent termination of the Agreement. COUNTY agrees that any patient specific medical information submitted to it by HOSPITAL shall be maintained in confidence in accordance with applicable privacy and confidentiality laws, including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder, the California Confidentiality of Medical Information Act (Civil Code §§ 56 through 56.37), the Lanterman-Petris-Short Act, The Privacy, Security and federal Confidentiality of Alcohol and Drug Abuse Patient Records regulations implementing 42 U.S.C. §290dd-2. Further, COUNTY agrees it will use all reasonable diligence to prevent disclosure except to its necessary personnel. This obligation shall exclude material or information that is in the public domain for public use, publication, and general knowledge or the like.

To the extent required and permitted by law and on receipt of reasonable prior notice from COUNTY, HOSPITAL shall permit COUNTY to inspect and make copies of medical records of patients served hereunder.

9. **MUTUAL INDEMNIFICATION.** HOSPITAL shall, at its expense, indemnify, defend, and hold harmless County, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of HOSPITAL, its officers, employees, agents, or subcontractors, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of HOSPITAL, its officers, employees or agents. COUNTY shall promptly give HOSPITAL notice of such claim.

COUNTY shall, at its expense, indemnify, defend, and hold harmless HOSPITAL, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation, reasonable attorneys' fees, and expenses from any claim or action, including without limitation, for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of COUNTY, its officers, employees, agents, or subcontractors, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees or agents. HOSPITAL shall promptly give COUNTY notice of such claim.

10. **INSURANCE.** It is understood and agreed that HOSPITAL and COUNTY maintain insurance (self or group) programs to fund their respective liabilities, including without limitation professional, general and motor vehicle liability and workers compensation insurance. A certificate of insurance, together with evidence of payment of premiums, shall be delivered to the other party at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

HOSPITAL will ensure that it carries a minimum professional and general liability insurance policy in the amounts of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate. If the policy is written on a "claims-made" form, the policy will provide a

three (3) year extended reporting period. The COUNTY will be considered an additional insured on the HOSPITAL's general liability policy.

COUNTY will ensure that it carries a minimum professional and general liability insurance policy in the amounts of Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate. If the policy is written on a "claims-made" form, the policy will provide a three, (3) year extended reporting period. The HOSPITAL will be considered an additional insured on the COUNTY's general liability policy.

11. **NONDISCRIMINATION.** COUNTY hereby notifies HOSPITAL that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and HOSPITAL agrees to comply with said ordinance.
12. **NONEXCLUSIVE AGREEMENT.** HOSPITAL understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by HOSPITAL as the COUNTY desires.
13. **NON-ASSIGNMENT.** HOSPITAL shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### 14. **TERMINATION.**

- A. **TERMINATION FOR CAUSE.** In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. A material breach by either party may include failing to comply with the duties and responsibilities set forth in Section 3 of this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) days' notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

- B. **TERMINATION WITHOUT CAUSE.** This Agreement may be terminated by either party without cause upon ninety (90) days' advance written notice to the other party. In the event the COUNTY terminates this Agreement without cause, COUNTY shall return to HOSPITAL a prorated amount of the annual fee paid by HOSPITAL for that year. The service payment is not otherwise refundable in whole or part.

15. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
16. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
17. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
18. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
19. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
20. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
21. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
22. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, HOSPITAL hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which HOSPITAL is obligated, which breach would have a material effect hereon.
23. **DEBARMENT AND SUSPENSION.** HOSPITAL certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in

federal, state, or county government contracts. HOSPITAL certifies that it shall not contract with a subcontractor that is so debarred or suspended.

24. **CONFLICT OF INTEREST.** HOSPITAL covenants that HOSPITAL presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. HOSPITAL further covenants that in the performance of this Agreement, no person having any such interest shall be employed by HOSPITAL. HOSPITAL must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by HOSPITAL if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to HOSPITAL in writing.
25. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
26. **COMPLIANCE WITH LAW.** Each party shall, at its sole cost and expense, comply with all County, State, and Federal statutes, ordinance, regulations, Executive Orders, and policies, as applicable to this Agreement, now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of HOSPITAL in any action or proceeding against HOSPITAL, whether COUNTY is a party thereto or not, that HOSPITAL has violated any such ordinance, statute, regulation, Executive Order, or policies shall be conclusive of that fact as between HOSPITAL and COUNTY.
27. **SURVIVAL.** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

*[This area intentionally left blank. Signatures on following pages.]*

Agreement for EMS Medical Services Oversight between the **COUNTY OF SANTA BARBARA** and **MARIAN REGIONAL MEDICAL CENTER**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on January 1, 2025.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Laura Capps

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Mouhanad Hammami  
Public Health Director

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

Signed by:  
By: Mouhanad Hammami  
CD0E0074C88245C...  
Department Head

Signed by:  
By: Shawna Jorgensen  
CF002401CEC34B6...  
Deputy

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO FORM:**

Gregory Milligan, ARM  
Risk Management

DocuSigned by:  
By: [Signature]  
2DC589DD4D094B4...  
Deputy County Counsel

DocuSigned by:  
By: Samantha Francis  
57894885FA18407...  
Risk Management

**APPROVED AS TO FORM:**

Vince Pierucci  
EMS Agency Interim Director

Signed by:  
By: [Signature]  
F43D00AC27AB45C...


Agreement for EMS Medical Services Oversight between the **COUNTY OF SANTA BARBARA** and  
**MARIAN REGIONAL MEDICAL CENTER**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on January 1, 2025.

**HOSPITAL**

**Marian Regional Medical Center**

By:

DocuSigned by:  
  
27316125F85A40C...  
Authorized Representative

Name:

Sue Andersen

Title:

President & CEO

*[This area intentionally left blank.]*



## Exhibit A Scope of Services

### **I. Stroke Receiving Center Responsibilities**

#### **A. Fundamental Requirements. *HOSPITAL shall:***

1. Maintain, for the duration of the Agreement, a license to operate as a general acute care hospital;
2. Maintain local designation and standards as a Receiving Hospital with the Santa Barbara County Emergency Medical Services Agency (SBCEMSA);
3. Maintain compliance with all provisions of the stroke regulations (California Code of Regulations (CCR), Title 22, Division 9, Chapter 6.3) commensurate with the applicable stroke center level;
4. Provide and operate an Acute Stroke Center (ASC) that can accept patients experiencing a neurological emergency, twenty-four (24) hours per day, three hundred sixty-five (365) days per year with no exception;
  - a. Stroke Center Types:
    - i. Comprehensive Stroke Center (CSC) (22 CCR § 100156.05)
    - ii. Thrombectomy-Capable Stroke Center (TSC) (22 CCR § 100156.20)
    - iii. Primary Stroke Center (PSC) (22 CCR § 100156.08)
    - iv. Acute Stroke Ready Hospital (ASRH) (22 CCR § 100156.01)
5. Maintain continuous and uninterrupted certification as a PSC with the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) and notify COUNTY immediately if there is any lapse, or change, in certification status; and
6. Be available to promptly transfer, or accept transfers, of stroke patients when medically indicated.

#### **B. Staffing. *HOSPITAL shall:***

1. Establish a multidisciplinary team that will intercept patients on arrival and expedite process for diagnosis and treatment of a stroke;
2. Designate a Stroke Coordinator who will serve as the Contractor's subject matter expert, maintain stroke program standards and guidelines, and monitor the stroke system of care in accordance with State and local requirements; and
  - a. Qualifications
    - i. Meets all CCR, Title 22, section 100156.16 Stroke Program Manager requirements and will support the Stroke Program Medical Director in fulfilling requirements commensurate to their stroke center type (22 CCR §§ 100156.05, 100156.01, 100156.08, 100156.20).
    - ii. Three years clinical experience in stroke/emergency care;
    - iii. Ability to establish and maintain effective interpersonal relationships; and
    - iv. Possession of critical thinking, analytical, teaching/coaching and research skills necessary to perform the duties of this position.
3. Designate an Acute Stroke Center (ASC) Medical Director who will lead the multi-disciplinary activities of the stroke program, and has the ultimate responsibility for the ASC in terms of quality of care, scope of services, and integration into the stroke system.
  - a. Qualifications
    - i. Meets all CCR, Title 22, section 100156.15 Stroke Medical Director requirements and is responsible for ensuring ASC fulfills requirements commensurate to the applicable stroke center type (22 CCR §§ 100156.05, 100156.01, 100, 100156.20);
    - ii. Possess knowledge of SBCEMSA policies and procedures as they relate to the stroke system of care;
    - iii. Have knowledge of California laws and regulations affecting operation of an Acute Stroke Center;
    - iv. Prior administrative management experience preferred, but not required.

**C. Training.** *HOSPITAL shall provide:*

*Hospital Staff*

1. Experienced nursing and technical laboratory staff with training in stroke management. Stroke personnel must have demonstrated competency in treating acutely ill neurologic patients;
2. A dedicated stroke team to perform stroke procedures with an on-call schedule for operation of the stroke laboratory 24 hours per day, 365 days per year;
3. Stroke laboratory team able to be contacted via a single call activation system and be available within 30 minutes of notification; and
4. Intensive Care Unit nursing staff who have demonstrated competency in providing care for neuro-critical care patient populations (including stroke intervention patients).

*Prehospital Providers*

1. The opportunity for clinical rotations for ongoing training to prehospital personnel (EMTs, paramedics, flight nurses, and critical care nurses), as requested by the EMS Medical Director as part of the EMS Quality Improvement Program; and
2. Education topic for EMS Update and participate in development of annual EMS continuing education.

**D. Data.** *HOSPITAL shall:*

1. Collect and maintain patient health information for direct admits and Interfacility Transfers (IFTs) for the purposes of continuous quality improvement;
2. Utilize an SBCEMSA-approved Stroke patient registry to collect data elements pertaining to all Stroke patients arriving to the receiving ASC (this includes all modes of arrival); and
3. Maintain Stroke information and submit Stroke data to the EMS Agency according to EMS Agency policies.

**E. Performance Measures/Reports.** *HOSPITAL shall:*

1. Provide an annual report (for the previous year) with data separated by month to the SBCEMSA by February 1 of each year, containing:
  - a. All metrics specified in the Receiving Hospital Contract;
  - b. Stroke Metrics:
    - i. Count of Prehospital Stroke Notifications transported directly to the ASC (this includes (Stroke Alert, LVO Alert, and Subacute Stroke Notifications);
    - ii. Count of Stroke Transfers from an acute hospital to the ASC;
    - iii. Door-to-Device Times (all presenters, in minutes);
    - iv. First Door-to-Device Times (transfers, in minutes);
    - v. Door In-Door Out (DIDO) (transfers, in minutes).
2. Provide an annual report (for the previous year) with the hospital's annual Stroke Plan to SBCEMSA by February 1 of each year.

**F. Continuous Quality Improvement.** *HOSPITAL shall:*

1. Actively participate as a member of the Stroke Quality Improvement (QI) committee, and other such related committees that may, from time to time, be named and organized by the EMS Agency in support of system improvements.

**G. Operations.** *HOSPITAL shall:*

1. Have formal written policies which address the following:
  - a. Protocols for triage, diagnosis and stroke activation following prehospital notification;
  - b. Protocols for identification of Stroke patients applicable in the intensive care unit, neuroendovascular interventional lab, and emergency department at a minimum;

- c. An emergency department response plan for victims of possible Stroke. Such a plan should include:
  - i. Defining patients who shall receive emergent angiography and who shall receive emergent fibrinolysis, based on physician decisions for individual patients; and
  - ii. Establish and monitor target time goals for Emergency Department door-to-treatment IV fibrinolysis time (if patient is fibrinolytic-eligible) to ensure they receive the fastest achievable onset-to-treatment times.
- d. A plan to ensure primary PCI door-to-device times within current national standards; and
- e. Process for the triage and treatment of simultaneously arriving stroke patients.
- 2. Transfer of a Stroke Patient by HOSPITAL must be in accordance with the Emergency Medical Treatment and Active Labor Act (EMTALA);
- 3. Comply with the Stroke Receiving Center Standards described in in local EMS Agency policy. HOSPITAL shall monitor compliance with Stroke Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request;
- 4. Provide all persons, employees, supplies, equipment and facilities needed to perform the services required under this Agreement;
- 5. Ensure that all in-hospital policies and procedures related to ASC do not negatively impact the hospital or staff's ability to meet ASC performance metrics;
- 6. Notify the EMS Agency, in writing within twenty-four (24) hours of any failure to meet ASC Standards, and take corrective action within a reasonable period of time to correct the failure;
- 7. Notify the EMS Agency of any circumstances that will prevent HOSPITAL from providing ASC Standards within timeframes established by the EMS Agency;
- 8. Comply with any EMS Agency plan of correction, regarding any failure to meet ASC Standards, within the timeframes established by the EMS Agency; and
- 9. 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 Stroke Patients.

**H. Administration/Fiscal. HOSPITAL shall:**

- 1. Include SBCEMSA in any advanced stroke care certification review process, including final interview, and provide a written copy of the findings by the certifying organization post site review.
- 2. Payments will be due on or after the 15th day of the month following each calendar year quarter (April 15th, July 15th, October 15th, January 15th of the following year) as set forth in Exhibit B.

**II. COUNTY Responsibilities**

**A. Fundamental Requirements. The COUNTY shall:**

- 1. Provide medical control to pre-hospital field units, directing patient movement within the Receiving Hospital's catchment area (as defined by SBCEMSA Policy);
- 2. Maintain the SBCEMSA Policy and Procedures Manual and provide updates to all EMS stakeholders on new or amended policies;
- 3. Support HOSPITAL in carrying out the terms, conditions, and intent of this Agreement; and
- 4. Monitor and review annually the written agreements between Base Hospital/Receiving Hospital to ensure all regulatory requirements are met and the system participants are compliant with State regulations and Santa Barbara County EMS Agency policies and procedures.

**B. Staffing. The COUNTY shall:**

- 1. Employ staff with the appropriate training and experience to support and manage this Agreement;

2. Employ an EMS Medical Director, to provide medical control as outlined in state statute and regulation; and
3. Designate an Agreement (contract) manager.

**C. Training.** *The COUNTY shall:*

1. Collaboratively develop a staff orientation course on the current EMS System;
2. Coordinate and support training efforts, as they relate to the Stroke System of Care; and
3. Develop, in collaboration with Base Hospital, general training and continuing education for EMS personnel, and establish quality improvement activities to improve Stroke System of Care.

**D. Data.** *The COUNTY shall:*

1. Manage bi-directional information between prehospital electronic patient care reports and hospital electronic health records in a manner that facilitates integration of patient health information;
2. Have the ability to monitor, track, and report on bi-directional information between prehospital electronic patient care reports and hospital electronic health records as it supports quality improvement and quality assurance; and
3. Facilitate bi-directional information between prehospital providers, including out-of-county organizations, to retrieve both prehospital and hospital electronic patient health records to support hospital quality improvement and quality assurance.

**E. Performance Measures/Reports.** *The COUNTY shall:*

1. Review and monitor all agreed upon performance measures and reports in Stroke agreements;
2. Ensure feedback is provided within 30-days of hospital submission;
3. Develop plans for addressing issues and obstacles and recognize successes;
4. Provide system overview using standardized metrics;
5. Assist hospital with stroke data acquisition and internal support during American Heart Association's Get With the Guidelines awards of excellence applications;
6. Ensure ASC has all prehospital data elements required for re-certification by American Heart Association/Joint Commission as a Primary Stroke Center and
7. Review submitted HOSPITAL annual Stroke Plan and provide letter of acknowledgment.

**F. Continuous Quality Improvement Operations.** *The COUNTY shall:*

1. Develop and maintain a countywide Continuous Quality Improvement plan;
2. Participate as requested in Base Hospital quality improvement EMS related initiatives;
3. Develop, maintain, submit, seek approval of Stroke System of Care Plan from CA EMS Authority; and
4. Coordinate and facilitate countywide Stroke System of Care quality improvement meetings.

**G. Operations.** *The COUNTY shall:*

1. Maintain a countywide radio repeater system for Base Hospital communication with prehospital personnel and Receiving Hospitals (for patients transported to a non-Base Hospital);
2. Provide opportunity and advance notification to Base Hospital/Receiving Hospital of changes in or implementation of new policies and procedures;
3. Maintain a countywide Reddinet system, with access provided to the Receiving Hospital;
4. Provide a 24/7/365 EMS Duty Officer available via phone, text or email; and
5. Coordinate disaster response plans and exercises.

**H. Administration/Fiscal.** *The COUNTY shall:*

1. Ensure invoices are accurate and sent to HOSPITAL in a timely manner; and
2. Ensure compliance with state regulations, local policy, and this Agreement.

**Exhibit B**  
**Annual Fee Schedule**

<b>CALENDAR YEAR 2025</b>		
<b>PAYMENT</b>	<b>DUE BY DATE</b>	<b>AMOUNT</b>
Payment #1	April 15	\$9,074.50
Payment #2	July 15	\$9,074.50
Payment #3	October 15	\$9,074.50
Payment #4	January 15	\$9,074.50
<b>TOTAL DUE:</b>		<b>\$36,298.00</b>

<b>CALENDAR YEAR 2026</b>		
<b>PAYMENT</b>	<b>DUE BY DATE</b>	<b>AMOUNT</b>
Payment #1	April 15	\$9,074.50
Payment #2	July 15	\$9,074.50
Payment #3	October 15	\$9,074.50
Payment #4	January 15	\$9,074.50
<b>TOTAL DUE:</b>		<b>\$36,298.00</b>

<b>CALENDAR YEAR 2027</b>		
<b>PAYMENT</b>	<b>DUE BY DATE</b>	<b>AMOUNT</b>
Payment #1	April 15	\$9,074.50
Payment #2	July 15	\$9,074.50
Payment #3	October 15	\$9,074.50
Payment #4	January 15	\$9,074.50
<b>TOTAL DUE:</b>		<b>\$36,298.00</b>