

MEMORANDUM OF UNDERSTANDING
FOR TRAUMA CENTER SERVICES BETWEEN
MONTEREY COUNTY EMERGENCY MEDICAL SERVICES AGENCY AND
NATIVIDAD MEDICAL CENTER

This Memorandum of Understanding (MOU) is established pursuant to the California Health and Safety Code Division 2.5, Chapter 6, Article 2.5, Regional Trauma Systems, and the California Code of Regulations (CCR), Title 22, Division 9, Chapter 7, Trauma Care Systems. Natividad, referenced as "Trauma Center" , and Monterey County Emergency Medical Services Agency, referenced as the local "EMS Agency", enter into this Agreement with reference to the following:

A. TERM OF MOU:

This MOU shall be effective upon execution and continue through June 30, 2021 unless earlier terminated or otherwise extended pursuant to this MOU.

B. DEFINITIONS:

American College of Surgeons (ACS) Verification Review and Consultation (VRC)

Program: A program designed to assist hospitals in the evaluation and improvement of trauma care and provide objective, external review of institutional capability and performance.

Contract Administrators: The MOU Administrators shall be the Monterey County EMS Agency Bureau Chief or his / her designee and the Natividad Chief Executive Officer or his / her designee.

Monterey County Emergency Medical Services Agency ("EMS Agency"): The Health Department's EMS Bureau, which is the local EMS Agency for Monterey County, as

designated by the Monterey County Board of Supervisors, pursuant to California Health and Safety Code, Section 1797.200.

Santa Clara County Trauma Executive Committee: The Santa Clara County Emergency Medical Services Agency's committee that performs peer review trauma audits and performance reviews on trauma, trauma center and trauma systems, as required by regulations and Santa Clara County EMS Agency Policies and Procedures.

Trauma Center or Designated Trauma Center: A licensed general acute care hospital, accredited by The Joint Commission (TJC), which has been designated as a Level I, II, III, or IV trauma center and/or Level I or II pediatric trauma center by the EMS Agency in accordance with the aforementioned statutes and regulations.

Trauma Center Medical and Physician Services: Services which are customary, appropriate, and necessary during the full period of acute in-hospital care and for medically necessary outpatient care up to 60 days following discharge. These services include medical diagnosis, treatment and care to be provided to each Critical Trauma Patient (CTP), which includes, but is not limited to, personnel, equipment, and facilities as described in the Monterey County Trauma System Plan.

Trauma Center Standards: The obligations of the Trauma Center as defined by the provisions of California Code of Regulations, Title 22, Division 9, Chapter 7, §100236 – 100266 applicable to trauma centers, and EMS Agency Policies and Procedures, the Trauma Plan, and the EMS Plan. The Policies and Procedures, Trauma Plan and the EMS Plan shall be provided to Natividad or may be accessed on the EMS Agency's website at www.MoCOEMS.org

Major Trauma Patient: A patient who meets criteria for transport to a designated Trauma Center in the Field Triage Decision Algorithm (Monterey County EMS System Policy #4040)

Trauma Patient: A patient who meets criteria for inclusion in the Monterey County EMS Agency's Field Triage Decision Algorithm, contained in the Field Triage Criteria policy.

C. RESPONSIBILITIES OF THE EMS AGENCY:

1. To develop, implement, monitor and evaluate on an ongoing basis the county-wide trauma care system pursuant to applicable statutes, regulations, and EMS Agency Policies and Procedures.
2. To define Natividad's catchment area.
3. To develop, implement, and monitor trauma care system policies and guidelines.
4. To develop, implement, and monitor compliance of prehospital procedures including injury severity assessments and the determination of patient destinations.
5. To develop, with input from Natividad, a process to monitor, evaluate and report on the necessity, quality and level of trauma care services.
6. To perform periodic announced site visits, to monitor contract performance and compliance or other specific requirements as determined by the Monterey County EMS Agency. Site visits shall not unnecessarily interrupt Natividad's personnel.
7. To develop trauma system policies and procedures ("Policies and Procedures") which address at a minimum all policy areas set forth in California Code of Regulations, Title 22, Division 9, Chapter 7 § 100255.

8. To assure the Trauma Center's compliance with all EMS Agency Policies and Procedures, the Trauma Plan, and all state and federal regulations and statutes.
9. To maintain a Trauma Registry for the purposes of data collection, compliance, monitoring and evaluation of the trauma care system (CCR, Title 22, Chapter 7, section 100257).
10. To meet all other requirements applicable to a local EMS Agency as set forth in California Code of Regulations, Title 22, Division 9, Chapter 7, § 100236-100266.
11. The EMS Agency makes no guarantees and cannot assure any number of trauma patients delivered to Natividad during the term of this MOU.

D. RESPONSIBILITIES OF Natividad:

1. NMC shall provide Trauma Center Medical and Physician services to any adult Major Trauma Victim that comes to Natividad's emergency department, throughout the full period of emergency department and inpatient hospital care, regardless of any patient's ability to pay physician fees and/or hospital costs, unless the Major Trauma Victim is transferred in compliance with federal and state law and EMS Policies and Procedures.. To assure continuity of care, Natividad shall also provide all medically necessary outpatient visit(s), related to the trauma incident, as determined by Natividad's physicians providing treatment to the major trauma victim or arrange such visit(s) as may be required by a patient's health plan or other applicable third-party payor; provided, however, that the Monterey County EMS Agency may, in its sole and absolute discretion and on a case by case basis, waive Natividad's obligation to provide such outpatient

visit(s) or arrange such visit(s). Nothing in this Agreement shall require Natividad to provide outpatient visits to a Major Trauma Victim for more than sixty (60) days following the Major Trauma Victim's discharge. For the purposes of this agreement, 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).

2. Natividad shall comply with applicable federal, state, county and local statutes, rules and regulations, ordinances, EMS Agency Policies and Procedures current and hereinafter enacted, including facility and professional licensing and/or certification laws and regulations, policies and procedures; and maintain in effect any and all licenses, permits, notices and certificates as are required. This shall include but not be limited to California Health and Safety Code, Chapter 6, Article 2.5 (commencing with Section 1798.160 et seq) and the regulations promulgated as California Code of Regulations, Title 22, Division 9, Chapter 7 and the California Evidence Code, Section 1157.7.
3. To meet the Monterey County EMS Agency Trauma Center Standards, incorporated herein by this reference and attached as Exhibit A. The current and future versions shall be found in the Policies and Procedures section of the EMS website www.mocoems.org .

Policy 5060 Trauma Center Standards shall be accessed at <http://www.co.monterey.ca.us/home/showdocument?id=63243>
4. To provide the necessary medical staffing with reputable medical skills in providing trauma center services. Natividad will continuously monitor, maintain

and upgrade where necessary the care, skill and diligence provided to trauma patients, so that each trauma patient receives care meeting or exceeding the Monterey County Trauma Center Standards. Documentation of the process for monitoring and upgrading competencies will be maintained by Natividad.

5. To appoint specified individuals to assume responsibility for their component of Natividad's operation, as identified in the Monterey County EMS Agency Trauma Center Standards.
6. Trauma Registry/Data Management System: Natividad agrees to use a standardized data collection instrument for trauma care, which includes the collection of both pre-hospital and hospital patient care data utilizing specified format rules. Trauma data shall be integrated into the Monterey County EMS Agency and State EMS Authority data management systems. Data collection shall include, but not be limited to, data elements required by the National Trauma Data Bank.
7. To have a Trauma Performance Improvement Plan available for the Monterey County EMS Agency's review upon request.
8. To assure the Trauma Director, Trauma Program Manager, and other specified individuals as identified, participate as members of the Trauma Executive Committee, and other related committees as may be required by the EMS Agency.
9. To permit announced site surveys of its facilities by the Monterey County EMS Agency representatives and allow reasonable access to any and all documentation on any trauma patient or on the trauma system as a whole for the purposes of

monitoring contract compliance, quality of care and adherence to performance standards.

10. To maintain documentation of public education and injury prevention outreach activities, consistent with trauma system goals, and to submit an annual summary of completed activities to the Monterey County EMS Agency for review.
11. Natividad agrees to cooperate with the Monterey County EMS Agency in investigating complaints and concerns regarding patient care issues.
12. Natividad agrees to obtain ACS Level II Trauma Center Verification by December 31, 2018, (Subject to ACS scheduling) and continuously maintain that verification throughout the term of this agreement. ACS Site Verification will be coordinated with the Monterey County EMS Agency. This in no way precludes Natividad from pursuing ACS Level I Trauma Center designation.
13. Natividad shall meet and abide all EMS AGENCY Policies and Procedures, and protocols as have been or may be established by the EMS AGENCY, provided that such Policies and Procedures and protocols are made available to Natividad.
14. Natividad shall notify the EMS AGENCY in writing in advance of planned changes in any of the capabilities or resources, including personnel, described in its Proposal or in its ability to meet trauma center standards.
15. Natividad shall notify the EMS AGENCY Duty Officer immediately of any disruption in Natividad's provision of trauma center services.
16. Natividad shall notify the EMS AGENCY, in writing, within twenty-four (24) hours of becoming aware of any failure to meet compliance with Trauma Center

Standards and shall take corrective action within a reasonable period of time to correct said failure.

17. Natividad shall have and maintain a fulltime trauma medical director with substantial previous experience at a level I or II trauma center.
18. Natividad shall ensure that trauma services and care delivered are evaluated by the Natividad's internal performance improvement and patient safety (PIPS) program and as necessary, through the EMS AGENCY's quality improvement (QI) program in order to improve and maintain effective clinical performance and adherence to standards.
19. Natividad shall ensure that all surgeons on the trauma call panel are board certified or board eligible by American Board of Surgery. Natividad shall limit to the extent feasible the use of locums and part-time surgeons. who provide services at Natividad. Natividad shall ensure surgical residents working in the trauma program are properly supervised by an attending trauma surgeon.
20. Trauma Surgeon staffing will be in accordance with Title 22 and ACS requirements for Level II trauma centers.
21. Natividad shall manage its operating suites in accordance with Title 22 and ACS requirements for Level II trauma centers .
22. Natividad shall have an operating suite team available inaccordance with Title 22 and ACS requirements for Level II trauma centers 23. Natividad shall ensure that all specialty services inclusive of Neurosurgery and Interventional Radiology comply with Title 22 and ACS requirements for level II trauma centers.
24. Natividad shall meet and adhere to all requirements as a base hospital.

E. AMERICAN COLLEGE OF SURGEONS COMMITTEE ON TRAUMA (ACS-COT)
VERIFICATION

1. Natividad will successfully complete verification as a Level II Trauma Center from the ACS-COT by December 31, 2018 (subject to ACS scheduling).
Natividad may appeal findings of the ACS-COT verification report pursuant to the provisions established by the ACS-COT. Natividad shall simultaneously inform EMS AGENCY of all objections, appeals, clarifications sought by Natividad from the ACS-COT.
2. Natividad shall inform ACS-COT to directly provide EMS AGENCY with copies of all documents given to Natividad. These reports contain performance improvement and will be kept confidential.
3. If Natividad fails to pass the ACS-COT verification site visit, following provisions shall apply:
 - A. Natividad shall comply with any plan of correction, including any timeframes therein, required by the EMS Agency to address any failure of Natividad to meet ACS-COT standards. Any such plan of correction may be imposed and amended by the EMS Agency in its sole and absolute discretion.
 - B. Notwithstanding the termination provisions in Section ‘L’ and ‘M’ of this Agreement, if the EMS AGENCY determines in its sole and absolute discretion that Natividad is not complying with the terms of a corrective action plan required by the EMS Agency, such failure to comply shall constitute Cause for EMS AGENCY's termination of Natividad’s designation as a trauma center without any further opportunity for Natividad to cure the

default or provide evidence that Cause for termination does not exist.

Following determination of Natividad's failure to comply with a required corrective action plan, EMS AGENCY may exercise this right to terminate the trauma center designation immediately upon written notice or upon as many days written notice as shall be specified by EMS AGENCY.

- C. During any period of time in which Natividad fails to be verified as a trauma center by the ACS-COT, the EMS Agency may undertake a review of the Natividad's trauma center, including but not limited to its clinical data and patient files, to verify the quality of care provided (hereinafter "Quality Assurance Review"). The Quality Assurance Review shall be conducted in any manner deemed appropriate by the EMS Agency, in its sole and absolute discretion. Natividad shall promptly and fully respond to any requests made by the EMS Agency for a Quality Assurance Review, including but not limited to trauma patient charts and information concerning Natividad's progress toward meeting Trauma Quality improvement Program benchmarks. Notwithstanding the termination provisions in Sections "L" and "M" of the Agreement, if the EMS AGENCY is dissatisfied with the quality of care provided by Natividad's Trauma Center at any time when the trauma center fails to be verified by the ACS-COT, EMS AGENCY may immediately terminate Natividad's Trauma Center designation without opportunity for Natividad to cure.
- D. All subsequent ACS-COT verification visits shall be arranged and facilitated by Natividad in coordination with the EMS AGENCY.

F. IMPLEMENTATION OF FEE SCHEDULE FOR DESIGNATION OF TRAUMA CENTERS:

1. Pursuant to California Health and Safety Code Section 1798.164 and California Code of Regulations, Title 22 Section 100255, the Monterey County EMS Agency reserves the right to implement fees to any applicant seeking initial or continuing designation as a trauma facility, in an amount sufficient to cover the costs directly related to the designation of trauma facilities pursuant to California Health and Safety Code Section 1798.165 and to the development of the plans pursuant to California Health and Safety Code Sections 1797.257 and 1797.258. The EMS Agency also reserves the right to implement fees in an amount sufficient to cover the costs directly related to ongoing trauma system planning, quality improvement and oversight activities.
2. The methodology for the development of a fee schedule will follow established County policy. Trauma Centers will be given six months written notice by the Monterey County EMS Agency of any requirement to pay newly established or increased fees.
3. In the event that the Monterey County EMS Agency charges fees to Natividad pursuant to this Paragraph F, a report will be provided to Natividad annually containing sufficient detail to apprise Natividad of the specific application of fees collected, to assure that fees collected were expended in compliance with California Health and Safety Code Section 1798.164(a).
4. If Natividad fails to pass the initial or any subsequent ACS-COT verification site visit, Natividad shall reimburse EMS AGENCY for all costs of any third party

engaged by the EMS Agency to conduct, or assist in the conducting, of a Quality Assurance Review.

G. CONFIDENTIALITY:

The Monterey County EMS Agency and Natividad agree to maintain the confidentiality of all information and records obtained in the course of providing services to patients under this MOU in accordance with applicable federal and state statutes and regulations and EMS Agency Policies and Procedures relating to confidentiality.

H. MAINTENANCE OF RECORDS:

All administrative records under this MOU shall be maintained by Natividad for a minimum of five (5) years after the termination date of the MOU for inspection by the Monterey County EMS Agency.

I. DATA SUBMISSION:

Natividad shall submit data quarterly on a schedule synchronized with data submission to the State EMS Authority to comply with applicable laws, regulations and this MOU. The reporting format will be in accordance with EMS Agency Policies and Procedures, related to submission of data, including encryption of data.

J. EVALUATION STUDIES AND PUBLICATIONS:

Natividad will participate as requested by the Monterey County EMS Agency in reasonable research and/or evaluation studies reviewed and approved by the University of California San Francisco's (UCSF) Institutional Review Board (IRB). Natividad agrees to meet with other designated trauma center personnel to establish guidelines concerning the publication and use of data relating to trauma care.

K. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon one-hundred and eighty (180) days written notice to the other party.

L. TERMINATION FOR CAUSE

The EMS AGENCY may terminate this Agreement upon written notice to Natividad, subject to Natividad's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:

- A. Any material breach of this Agreement by Natividad;
- B. Any violation by Natividad of any applicable laws, regulations, local ordinances, or EMS policies and procedures;
- C. Any failure by Natividad to provide timely surgical and non-surgical physician coverage for trauma cases;
- D. Submission by Natividad to the EMS AGENCY reports or information that Natividad knows or should know are incorrect in any material respect;
- E. Any failure by Natividad to comply with trauma center standards;
- F. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by Natividad under the terms of this Agreement, or loss or suspension of accreditation by the Joint Commission or an equivalent accreditation body;
- G. Any failure to comply with a plan of correction imposed by the EMS AGENCY;
- H. Any failure to remedy any recurring equipment malfunction, shortages of physicians, nurses and or other staff, staff response delays, or facility problems of

Natividad, which causes or contributes to Natividad 's diversion of ambulances transporting trauma patients intended for Natividad; and

I. Repeated failure to submit specified reports, trauma registry data, or other information required under this Agreement.

M. OPPORTUNITY TO CURE

Prior to the exercise of the EMS AGENCY's right to terminate for cause, the EMS AGENCY shall give Natividad written notice of the violation(s) thirty (30) days prior to the termination date (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. If Natividad has not substantially remedied each deficiency prior to the end of the Correction Period to the satisfaction of the EMS AGENCY, or submitted a plan of correction to EMS AGENCY within the Correction Period that is accepted by EMS AGENCY, then after the Correction Period EMS AGENCY may terminate this Agreement upon written notice to Natividad, specifying the effective date of termination. The EMS AGENCY may shorten the Correction Period to immediate suspension if the EMS AGENCY determines that Natividad's action or inaction has seriously threatened, or will seriously threaten, public health and safety.

N. LAME DUCK OPERATIONS

In the event of a change in providers of trauma center services leading to the termination of this Agreement, and at the sole direction of the EMS AGENCY, Natividad will continue to operate as a trauma center at the level that is provided for in this Agreement, including during any appeal or legal challenge and the reasonable start-up period for the new trauma center.

O. WAIVERS, AMENDMENTS AND OTHER MOUS:

This Trauma Center MOU and its references express the full understanding of the parties concerning the matters covered herein and supersede and replace all other prior Trauma Center MOUs with their references. Any waivers, additions or alterations to this MOU shall be made in the form of written amendments. This MOU does not affect any concurrent MOU between Natividad and the Monterey County EMS Agency.

P. Natividad and the Monterey County EMS Agency are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-91, enacted August 21, 1996, and the laws and regulation promulgated subsequent hereto, as well as all relevant requirements contained in California Civil Code Sections 56 – 56.37 (The Confidentiality of Medical Information Act), enacted 1988, for purposes of services rendered pursuant to this MOU. Both parties agree to cooperate in accordance with the terms and intent of this MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this Law. Both parties further agree that it shall be in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto.

Q. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER OF SUBROGATION

In the event that the ownership or governance structure of Natividad changes during the agreement period, Natividad agrees to adhere to the indemnification, hold harmless, and waiver of subrogation requirements included within Exhibit A.

R. INSURANCE

Natividad shall maintain insurance coverage and limits as separately established by the County Board of Supervisors. In the event that the ownership or governance structure of

Natividad changes during the agreement period, Natividad agrees to adhere to the insurance requirements included within Exhibit A.

S. NON-DISCRIMINATION

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

T. NOTICE:

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the following representatives:

NMC: Natividad Medical Center

1441 Constitution Boulevard

Salinas, Ca 93906

Attn: Natividad Administration

Monterey County EMS Agency:

1441 Schilling Place

Salinas, CA 93901

Attn: Monterey County EMS Agency Bureau Chief

Signature:  _____

Date: 7/12/18

Signature:  _____

Date: 7/12/18

Michael Petric
EMS Director



Policy Number: 5060
Effective Date: 7/1/2018
Review Date: 6/20/2021

TRAUMA CENTER STANDARDS

I. AUTHORITY

Authority for this policy is noted in Division 2.5, California Health and Safety Code, Sections 1798.162, 1798.163, 1798.165 (c); California Code of Regulations Section 100255, 100259

II. PURPOSE

To establish minimum standards for a designated Level II Trauma Center in Monterey County.

III. POLICY

A. To be designated as a Level II Trauma Center, a hospital must comply with all standards in California Code of Regulations Title 22, Division 9 Chapter 7, Article 3. Trauma Center Requirements § 100259. **Level II Trauma Care Standards (§100259 California Code of Regulations, Title 22, Division 9, Chapter 7)**

1. A trauma program medical director who is a board-certified surgeon, whose responsibilities include, but are not limited to, factors that affect all aspects of trauma care such as:
 - a. Recommending trauma team physician privileges;
 - b. Working with nursing and administration to support the needs of trauma patients;
 - c. Developing trauma treatment protocols;
 - d. Determining appropriate equipment and supplies for trauma care;
 - e. Ensuring the development of policies and procedures to manage domestic violence, elder and child abuse and neglect;
 - f. Having authority and accountability for the quality improvement peer review process;
 - g. Correcting deficiencies in trauma care or excluding from trauma call those trauma team members who no longer meet standards;
 - h. Coordinating pediatric trauma care with other hospital and professional services;
 - i. Coordinating with local and State EMS agencies;
 - j. Assisting in the coordination of the budgetary process for the trauma program; and

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- k. Identifying representatives from neurosurgery, orthopedic surgery, emergency medicine, pediatrics and other appropriate disciplines to assist in identifying physicians from their disciplines who are qualified to be members of the trauma program.
2. A trauma nurse coordinator/ manager who is a registered nurse with qualifications including evidence of educational preparation and clinical experience in the care of the adult and/or pediatric trauma patient, administrative ability, and responsibilities that include but are not limited to:
 - a. Organizing services and systems necessary for the multidisciplinary approach to the care of the injured patient;
 - b. Coordinating day-to-day clinical process and performance improvement as it pertains to nursing and ancillary personnel; and
 - c. Collaborating with the trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the trauma program.
 3. A trauma service which can provide for the implementation of the requirements in the California Code of Regulations and provide for coordination with the local EMS agency.
 4. A trauma team, which is a multi-disciplinary team responsible for the initial resuscitation and management of the trauma patient.
 5. Department(s), division(s), service(s), or section(s) that include at least the following surgical specialties, which are staffed by qualified specialists:
 - a. General;
 - b. Neurologic;
 - c. Obstetric/ gynecologic;
 - d. Ophthalmologic;
 - e. Oral or maxillofacial or head and neck;
 - f. Orthopedic;
 - g. Plastic; and
 - h. Urologic
 6. Department(s), division(s), service(s), or section(s) that include at least the following non-surgical specialties, which are staffed by qualified specialists:
 - a. Anesthesiology;
 - b. Internal medicine;
 - c. Pathology;
 - d. Psychiatry; and
 - e. Radiology

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7. An emergency department, division, service or section staffed with qualified specialists in emergency medicine who are immediately available.
8. Qualified surgical specialist(s) or specialty availability, which shall be available as follows:
 - a. A general surgeon capable of evaluating and treating adult and pediatric trauma patients shall be immediately available for trauma team activation and promptly available for consultation;
 - b. On call and promptly available:
 - 1) Neurologic;
 - 2) Obstetric/ gynecologic;
 - 3) Ophthalmologic;
 - 4) Oral or maxillofacial or head and neck;
 - 5) Orthopedic;
 - 6) Plastic;
 - 7) Reimplantation/ microsurgery capability. This surgical service may be provided through a written transfer agreement; and
 - 8) Urologic
 - c. Requirements 1) and 2) may be fulfilled by supervised senior residents as defined above who are capable of assessing emergent situations in their respective specialties. When a senior resident is the responsible surgeon:
 - 1) The senior resident shall be able to provide the overall control and surgical leadership necessary for the care of the patient, including initiating surgical care;
 - 2) A staff trauma surgeon or a staff surgeon with experience in trauma care shall be on-call and promptly available;
 - 3) A staff trauma surgeon or a staff surgeon with experience in trauma care shall be advised of all trauma patient admissions, participate in major therapeutic resuscitations and in the operating room for all trauma operative procedures.
 - 4) Available for consultation or consultation and transfer agreements for adult and pediatric trauma patients requiring the following surgical services:
 - a) Burns;
 - b) Cardiothoracic;
 - c) Pediatric;
 - d) Reimplantation/ microsurgery; and
 - e) Spinal cord injury

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- d. Qualified non-surgical specialist(s) or specialty availability, which shall be available as follows:
- 1) Emergency medicine, in-house and immediately available at all times. This requirement may be fulfilled by supervised senior residents, as defined in III G of this document, in emergency medicine, who are assigned to the emergency department and are serving in the same capacity. In such cases, the senior resident(s) shall be capable of assessing emergency situations in trauma patients and of providing for initial resuscitation. Emergency medicine physicians who are qualified specialists in emergency medicine and are board certified in emergency medicine shall not be required by the local EMS agency to complete an advanced trauma life support (ATLS) course. Current ATLS verification is required for all emergency medicine physicians who provide emergency trauma care and are qualified specialists in a specialty other than emergency medicine.
 - 2) Anesthesiology. Level II shall be promptly available with a mechanism established to ensure that the anesthesiologist is in the operating room when the patient arrives. This requirement may be fulfilled by senior residents or certified registered nurse anesthetists who are capable of assessing emergent situations in trauma patients and of providing any indicated treatment and are supervised by the staff anesthesiologist. In such cases, the staff anesthesiologist on-call shall be advised about the patient, be promptly available at all times, and be present for all operations.
 - 3) Radiology, promptly available; and
 - 4) Available for consultation:
 - a) Cardiology;
 - b) Gastroenterology;
 - c) Hematology;
 - d) Infectious diseases;
 - e) Internal medicine;
 - f) Nephrology
 - g) Neurology;
 - h) Pathology; and
 - i) Pulmonary medicine

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9. Radiological Service. The radiological service shall have immediately available a radiological technician capable of performing plain film and computed tomography imaging. A radiological service shall have the following additional services promptly available:
 - a. Angiography; and
 - b. Ultrasound
10. Clinical laboratory service. A clinical laboratory service shall have:
 - a. A comprehensive blood bank or access to a community central blood bank;
 - b. Clinical laboratory services immediately available.
11. Surgical service. A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:
 - a. Operating staff who are promptly available unless operating on trauma patients and back-up personnel who are promptly available; and
 - b. Appropriate surgical equipment and supplies as determined by the trauma program medical director.
12. A Level I or II trauma center shall have a basic or comprehensive emergency service which has special permits issued pursuant to Chapter 1, Division 5 of Title 22. The emergency service shall:
 - a. Designate an emergency physician to be a member of the trauma team;
 - b. Provide emergency medical services to adult and pediatric patients; and
 - c. Have appropriate adult and pediatric equipment and supplies as approved by the director of emergency medicine in collaboration with the trauma program medical director.
13. In addition to the special permit licensing services, a trauma center shall have, pursuant to Section 70301 of Chapter 1, Division 5 of Title 22 of the California Code of Regulations, the following approved supplemental services:
 - a. Intensive Care Service:
 - 1) The ICU shall have appropriate equipment and supplies as determined by the physician responsible for the intensive care service and the trauma program medical director;
 - 2) The ICU shall have a qualified specialist promptly available to care for trauma patients in the intensive care unit. The qualified specialist may be a resident with two (2) years of training who is supervised by the staff intensivist or attending surgeon who participates in all critical decision making; and
 - 3) The qualified specialist in (b) above shall be a member of the trauma team.
 - b. Burn Center. This service may be provided through a written transfer agreement with a Burn Center.

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- c. Physical Therapy Service. Physical therapy services to include personnel trained in physical therapy and equipped for the acute care of the critically injured patient.
 - d. Rehabilitation Center. Rehabilitation services to include personnel trained in rehabilitation care and equipped for acute care of the critically injured patient. These services may be provided through a written transfer agreement with a rehabilitation center.
 - e. Respiratory Care Service. Respiratory care services to include personnel trained in respiratory therapy and equipped for acute care of the critically injured patient.
 - f. Acute hemodialysis capability.
 - g. Occupational Therapy Service. Occupational therapy services to include personnel trained in occupational therapy and equipped for acute care of the critically injured patient.
 - h. Speech Therapy Service. Speech therapy services to include personnel trained in speech therapy and equipped for acute care of the critically injured patient.
 - i. Social Service.
14. A trauma center shall have the following services or programs that do not require a license or special permit:
- a. Pediatric Service. In addition to the requirements in Division 5 of Title 22 of the California Code of Regulations, the pediatric service providing in-house pediatric trauma care shall have:
 - 1) A pediatric intensive care unit approved by the California State Department of Health Services/ California Children Services (CCS); or a written transfer agreement with an approved pediatric intensive care unit. Hospitals without pediatric intensive care units shall establish and utilize written criteria for consultation and transfer of pediatric patients needing intensive care; and
 - 2) A multidisciplinary team to manage child abuse and neglect.
 - b. Acute spinal cord injury management capability. This service may be provided through a written transfer agreement with a Rehabilitation Center.
 - c. Protocol to identify potential organ donors as described in Division 7, Chapter 3.5 of the California Health and Safety Code.
 - d. An outreach program, to include:
 - 1) Capability to provide both telephone and on-site consultations with physicians in the community and outlying areas;
 - 2) Trauma prevention for the general public.

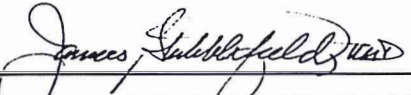
Monterey County EMS Agency

- e. Written interfacility transfer agreements with referring and specialty hospitals.
- f. Continuing education. Continuing education in trauma care shall be provided for:
 - 1) Staff physicians;
 - 2) Staff nurses
 - 3) Staff allied health personnel;
 - 4) EMS personnel; and
 - 5) Other community physicians and health care personnel.

15. Quality Improvement

- a. Trauma centers of all levels shall have a quality improvement process to include structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process. In addition, the process shall include:
 - 1) A detailed audit of all trauma-related deaths, major complications and transfers (including interfacility transfer);
 - 2) A multidisciplinary trauma peer review committee that includes all members of the trauma team;
 - 3) Participation in the trauma system data management system;
 - 4) Participation in the local EMS agency trauma evaluation committee; and
 - 5) A written system in place for patients, parents of minor children who are patients, legal guardian(s) of children who are patients, and/ or primary caretaker(s) of children who are patients to provide input and feedback to hospital staff regarding the care provided to the child.
 - 6) Following of applicable provisions of Evidence Code §1157.7 to ensure confidentiality.

END OF POLICY


James Stubblefield, M.D., FACEP
EMS Medical Director


Michael Petrie, EMT-P, MBA, MA
EMS Bureau Chief