

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE MONTEREY COUNTY HEALTH DEPARTMENT'S
EMERGENCY MEDICAL SERVICES AGENCY AND
COMMUNITY HOSPITAL OF THE MONTEREY PENINSULA
FOR
DESIGNATION AS AN
STROKE RECEIVING CENTER**

I. DECLARATION

This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into as of MARCH 6, 2014 by and between the **Monterey County Health Department's Emergency Medical Services Agency** (EMS AGENCY) and **Community Hospital of the Monterey Peninsula**(HOSPITAL), a California nonprofit public benefit corporation, in Monterey County for the purpose of designating HOSPITAL as Stroke Receiving Center (SRC). This MOU provides the standards for designation as an SRC and states the roles and responsibilities of the HOSPITAL as a designated SRC. It also defines the roles and responsibilities of EMS AGENCY regarding the Stroke Care System within Monterey County.

II. BACKGROUND

- A. A stroke occurs when there is a prolonged period of blocked blood supply to the brain. Patients suffering from this condition carry a substantial risk of disability and death, and call for a quick response by medical systems.
- B. This agreement formalized existing arrangements that have been developed and piloted to implement a stroke program in Monterey County and provides for EMS AGENCY program oversight.
- C. This MOU is intended to best support residents in Monterey County in need of medical response as it relates to a stroke by the EMS System and hospital treatment.

III. DEFINITIONS

- A. **Stroke Care System-** The integrated program that is intended to direct patients with an identified stroke directly to hospitals with specialized capabilities to promptly treat these patients.
- B. **Stroke Quality Improvement (QI) Committee-** The multi-disciplinary peer-review committee comprised of representatives from the SRC and other professionals designated by the EMS AGENCY. Committee members designated by the EMS AGENCY may include, but are not limited to, Stroke Receiving Center medical directors and program managers, representatives from other local hospitals, radiologists, neurosurgeons, emergency medicine sub-specialists, and representatives from ground and flight emergency service providers.

- C. **Stroke Receiving Center or "SRC"**- A licensed general acute care facility which meets Stroke Center Standards and has been designated by the EMS AGENCY as a primary Stroke Center.
- D. **Stroke Center Standards**- The standards applicable to stroke centers set forth in the EMS Agency's stroke system and EMS Agency policies and procedures, as may be amended from time to time.
- E. **Stroke Data Collection System**- The computer data collection system chosen by the EMS AGENCY to collect and analyze stroke treatment data for the use of process and treatment evaluation in order to continuously improve the Stroke Care System.

IV. **TERMS**

The term of this MOU shall be for a period of five (5) years, commencing on the date the MOU is fully executed. Thereafter the MOU shall renew for successive five (5) year periods. Prior to the end of each term, the parties will confer and agree to any modifications to the MOU that may be needed. Such changes will be in accordance with Section XII below. Either party may terminate this MOU by giving at least thirty (30) days advance written notice to the other party of its intention to terminate. This Agreement may be terminated immediately upon written notification by either party of material breach of the terms of this Agreement or in the event that this Agreement is deemed to be unlawful in any way. Such notice shall set forth the effective date of the termination.

V. **DESIGNATION FEES**

- A. Stroke Data Collection System. The EMS AGENCY, with input from HOSPITAL, will select a tool for data collection within the Stroke Care System to best record and evaluate stroke care and outcome. The cost of the Stroke Information System will be divided equally among HOSPITAL, EMS AGENCY, and all other SRCs in the county.
- B. Additional Fees. At this time there is no additional fee required for designation by the EMS AGENCY as an SRC. Should the Monterey County Board of Supervisors approve a reasonable fee to be incurred by the HOSPITAL to maintain SRC status, the HOSPITAL agrees to pay the fee as mandated by the Monterey County Board of Supervisors, or HOSPITAL, at its option, may terminate this MOU with 30 days' notice.

VI. **HOSPITAL DUTIES AND RESPONSIBILITIES**

- A. General: All services provided pursuant to this MOU shall be in strict compliance with existing Federal, State, and local laws, ordinances, policies, and regulations, and with all resolutions, practices, and procedures now in effect or which may be promulgated in the future by the EMS AGENCY and/or Monterey County Board of Supervisors applicable to emergency medical services.
- B. 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 the EMS AGENCY 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 MOU. Such notice shall indicate the reason, date, and time for non-compliance and corrective actions that are being taken to resolve the violation. The EMS AGENCY shall maintain discretion to determine whether HOSPITAL may continue to receive patients pursuant to this MOU during the period that corrective actions are underway.
- C. HOSPITAL shall accept and provide appropriate medical management of all patients triaged as having stroke regardless of patients' ability to pay physician fees and/or hospital costs.
- D. HOSPITAL shall comply with all standards, policies and criteria identified within this MOU, as well as any stroke receiving hospital policies and other pertinent policies to the Stroke Care System as amended from time to time. Up to date Monterey County Policies and Protocols are referenced at the following website: <http://www.mtyhd.org>
- E. HOSPITAL shall provide, at HOSPITAL's sole expense, all persons, employees, supplies, equipment, and facilities needed to perform the services required under this MOU and stroke related policies put forth by EMS AGENCY. 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 MOU.
- G. HOSPITAL SRC Services:
1. HOSPITAL shall comply with Stoke Center Standards and the Joint Commission Primary Stoke 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.
 2. HOPSITAL shall maintain a priority telephone to be used by ambulance personnel to contact HOSPITAL regarding patients with stroke.
 3. HOSPITAL shall develop and/or maintain policies and procedures designed to see patients presenting to the HOSPITAL with possible Stroke receive appropriate care in a timely manner. Polices should include:
 - a. Transfer agreements and procedures for referral hospitals within the geographic area.
 4. HOSPITAL shall maintain designation as a Base Hospital

H. HOSPITAL Personnel:

1. SRC Stroke Programs will appoint a Stroke Program Medical Director. The program director will be a credentialed member of medical staff.
2. SRC Stroke Programs will appoint a Program Manager. The Program Manager will be a Registered Nurse with Stroke Program experience.
3. SRC STEMI Programs will appoint an Administrative Primary Point of Contact. The Primary Point of Contact will be the official liaison between the EMS AGECCNY and the SRC regarding the integrity of this MOU and all related issues that arise during the life of this MOU.

I. Data Collection/Records/Reporting:

1. HOSPITAL shall participate in stroke data collection and evaluation studies as agreed upon by the Stroke QI Committee.
2. HOSPITAL shall participate in Stroke QI Committee meetings as requested by the EMS AGENCY.
3. On a quarterly basis, HOSPITAL shall provide the EMS AGENCY, if requested, with patient outcome information for patients, as agreed upon by the Stroke QI Committee, with strokes transported to HOSPITAL pursuant to this MOU. This information shall be in electronic format reasonably acceptable to the EMS AGENCY. This information shall be used for quality improvement activities for patients transported to HOSPITAL for stroke, or as otherwise permitted by HIPAA, the California Confidentiality of Medical Information Act, and other applicable statutes, regulations, ordinances or policies. Some but not all of Monterey County EMS policies can be viewed at the EMS Agency website <http://www.mtyhd.org>.
4. HOSPITAL shall submit other reports to EMS Agency quarterly as requested and agreed to by HOSPITAL.

VII. **EMS AGENCY DUTIES AND RESPONSIBILITIES**

- A. EMS AGENCY shall provide HOSPITAL with standardized Stroke EMS System policies and/or protocols as maintained by the PHD.
- B. EMS AGENCY will notify HOSPITAL of new or adjusted medical control policies as well as EMS System policies as it relates to Stroke treatment ASAP.

- C. EMS AGENCY shall administer and coordinate the EMS System consistent with the Emergency Medical Services System and the Pre-hospital Emergency Medical Care Personnel Act, as defined in California Health and Safety Code Division 2.5.
- D. EMS AGENCY shall develop and coordinate a comprehensive Stroke data collection system, in consultation with various EMS System stakeholder committees and HOSPITAL, which includes required data elements, data analysis, reports generation, and other details related to evaluating and ensuring the quality of the EMS System.
- E. EMS AGENCY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy HOSPITALS's responsibilities under this MOU, including any costs or expenses incurred by HOSPITAL for services provided to STEMI patients lacking the ability to pay for services.
- F. EMS AGENCY shall not be liable for any other costs or expenses incurred by the HOSPITAL as a result of this MOU, including but not limited to, the cost of training and equipment.

VIII. QUALITY IMPROVEMENT PROGRAM

- A. EMS AGENCY shall provide, or cause to be provided, to HOSPITAL system data related to pre-hospital stroke as mutually agreed upon. The EMS AGENCY and HOSPITAL shall contribute to continuous quality improvement through data collection.
- B. The QI process is intended to identify and manage problems in the EMS System, as well as individual issues and concerns. The EMS AGENCY, HOSPITAL and EMS Field Operators, both at the organization level and individual level, shall work together to evaluate and improve stroke EMS response and care.
- C. HOSPITAL shall participate in Stroke QI program meetings as requested by the EMS AGENCY to establish and follow data collection and evaluation studies.

IX. ADVERTISING/MARKETING

HOSPITAL may only represent itself to be an SRC when designated by the EMS AGENCY pursuant to this MOU. HOSPITAL, upon request, shall provide the EMS AGENCY the opportunity to comment on any marketing materials primarily related to the provision of services covered under this MOU.

X. PERFORMANCE MONITORING

- A. The EMS AGENCY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this MOU. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to: audits relative to services provided under this MOU; inspection of premises; review of reports relative to activities under this MOU;

review of stroke patient records; and interviews with HOSPITAL's staff and stroke patients. Monitoring, assessment, and evaluation activities will occur at any time during normal business hours and as often as EMS AGENCY may deem necessary, within reason. HOSPITAL shall make available to EMS AGENCY, upon EMS AGENCY's reasonable request, all of HOSPITAL's records with respect to all matters covered by this MOU.

- B. HOSPITAL shall comply with any EMS Agency plan of correction, regarding any identified failure to meet any standards identified in this MOU, within the timeframes established by the EMS Agency. HOSPITAL may file an objection to EMS Agency's finding within 30 calendar days.

XI. INDEMNIFICATION

- A. HOSPITAL shall indemnify, defend, and hold harmless the County of Monterey and the EMS AGENCY, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by HOSPITAL and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by County of Monterey or the EMS AGENCY.
- B. The County of Monterey and the EMS AGENCY shall indemnify, defend, and hold harmless HOSPITAL, its directors, officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by The County of Monterey or the EMS AGENCY and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by HOSPITAL.

XII. Notification

- A. This MOU contains the entire agreement of the parties and supersedes any and all prior oral and/or written understandings or agreements between the parties regarding stroke treatment of patients. No amendment, modification or discharge of this MOU, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by both parties. The waiver by either party of a breach of any provision of this MOU shall not operate as, or be construed to be, a waiver of any subsequent breach of any other term or provision of this MOU.
- B. Invoices regarding stroke fees defined in this MOU will be submitted to the SRC on June 1st annually.
- C. Should the EMS AGENCY add an additional SRC within the county, the EMS AGENCY will notify all existing SRC Centers of the addition with adjusted SRC fees defined in this MOU within 30 days.

The parties have executed this agreement on the date written below.

HOSPITAL

EMS AGENCY
County of Monterey

By: *Dennis Lane*
VP Nursing

By: *[Signature]*

Dated: *12/17/13*

Dated: *3/4/2014*

Approved as to Form:

By: *[Signature]*
Susan K. Blich
Deputy County Counsel Office of County Counsel

Dated: *3/6/14*