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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Department of Public Health

SUBMITTAL DATE:
December 3, 2013

SUBJECT: Ratify the Agreement Contract #14-053 with Loma Linda University Medical Center – Murrieta for designation as an ST Elevation Myocardial Infarction (STEMI) Receiving Center. District – All [\$0 dollars]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement with Loma Linda University Medical Center – Murrieta for designation as a STEMI Receiving Center, from August 20, 2013 through June 30, 2014, with option to extend the term for one additional three (3) year term;
- 2) Authorize the Purchasing Agent to sign subsequent amendments that do not change the substantive terms of the agreement, including extension amendments, until June 30, 2016; and,
- 3) Authorize the Chairperson to sign four (4) copies of the contract.

BACKGROUND: (On page 2)

Susan D. Harrington, Director
Department of Public Health

BB:rp/td/ys

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment:	No
				For Fiscal Year:	13/14

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE: 12/3/13
HEAR R. KIPNIS

Departmental Concurrence

Purchasing: [Signature]
Mark Seiler, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-27

3013 DEC 31 11:10:30

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FORM 11: Ratify the Agreement Contract #14-053 with Loma Linda University Medical Center – Murrieta for designation as an ST Elevation Myocardial Infarction (STEMI) Receiving Center. District – All [\$0 dollars]

DATE: December 3, 2013

PAGE: 2 of 2

BACKGROUND:

Summary

Each year in the United States, over half a million Americans suffer from a heart attack. Early recognition followed by rapid definitive treatment has been shown to significantly decrease morbidity and mortality associated with heart attacks.

A subset of heart attacks, known as ST-Elevation Myocardial Infarction (STEMI), can be identified by paramedics in the field. The American Heart Association/American College of Cardiology has released evidence-based guidelines for the establishment of systems of care that optimize outcomes for patients suffering from STEMI. Critical components of those guidelines are rapid recognition and treatment in the field followed by transport to a hospital capable of providing immediate advanced cardiac procedures within pre-established timelines.

Following these guidelines the EMS Agency has developed policies, protocols and procedures required to implement a STEMI care system in Riverside County. Central to that system is the designation of hospitals as STEMI Receiving Centers. Hospitals receiving STEMI Center designation have met strict criteria for advanced cardiac treatment capability, medical oversight, cardiac focused education/training, continuous quality improvement and data reporting.

Impact on Citizens and Businesses

Establishing STEMI Receiving Centers within Riverside County will provide paramedics and Base Hospital Physicians a definitive care option shown to improve the outcome for STEMI patients.

ST-Elevation Myocardial Infarction (STEMI) Receiving Center Agreement
Between the County of Riverside and Loma Linda University Medical Center
Murrieta

1. Definitions

- a. "STEMI Patient" means a person evaluated in the field by authorized pre-hospital personnel according to the policies and procedures established by the Riverside County EMS Agency (REMSA), as may be amended from time to time, and require STEMI Receiving Center Services.

- b. "STEMI Care System" means an integrated pre-hospital and the STEMI Receiving Center 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.

- c. "STEMI System Committee", comprised of representatives from STEMI Receiving Centers and other EMS system stakeholders, evaluates the STEMI Care System and makes recommendations for system improvements, and functions in an advisory capacity. Committee members may include, but are not limited to, STEMI Receiving Center medical directors and program managers, representatives from other local hospitals and representatives from ground and flight emergency services providers involved in STEMI patient care.

- d. "STEMI Receiving Center" means a licensed general acute care facility meeting the STEMI Receiving Center Standards, which has been designated as a STEMI Receiving Center by REMSA.

1 e. "STEMI Receiving Center Services" means the customary and appropriate
2 hospital and physician services provided by a STEMI Receiving Center to STEMI
3 patients, which, at a minimum, meet STEMI Receiving Center standards.

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5 f. "STEMI Information System" means the computer information system maintained
6 by each STEMI Receiving Center which captures the presentation, diagnostic,
7 treatment and outcome data sets required by REMSA and the STEMI Receiving
8 Center Standards.

9
10 g. "STEMI receiving Center Standards" means the standards applicable to STEMI
11 Receiving Centers set forth in Attachment A of this Agreement and REMSA
12 policies and procedures, as may be amended from time to time.
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15 **2. Term**

16 This Agreement shall begin August 20, 2013 and continue until June 30, 2014
17 unless earlier terminated pursuant to this Agreement. If REMSA determines that
18 the STEMI Receiving Center has satisfactorily performed all obligations herein
19 and satisfied the STEMI Receiving Center Standards, REMSA shall have the
20 option to extend the term of this Agreement for one additional term of three (3)
21 years, upon notice and agreement by the STEMI Receiving Center, under the
22 terms and conditions provided herein. In no case shall this agreement be
23 extended beyond one additional three (3) year term.
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3. Obligations of the STEMI Receiving Center

- a. The STEMI Receiving Center shall provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. 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 there under (EMTALA). The STEMI Receiving Center acknowledges that REMSA makes no representation, and does not guarantee that STEMI Patients will be delivered to the STEMI Receiving Center for care and cannot assure that a minimum number of STEMI Patients will be delivered to the STEMI Receiving Center during the term of this Agreement.
- b. Any transfer of a STEMI Patient by the STEMI Receiving Center must be in accordance with EMTALA.
- c. The STEMI Receiving Center shall comply with the STEMI Receiving Center Standards described in Attachment A, which is attached and incorporated into this Agreement. The STEMI Receiving Center shall monitor compliance with the STEMI Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to REMSA upon request.

1 d. The STEMI Receiving Center shall provide all persons, employees, supplies,
2 equipment, and facilities needed to perform the services required under this
3 Agreement.

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5 e. The STEMI Receiving Center shall notify REMSA, in writing, of any failure to
6 meet the STEMI Receiving Center Standards, and take corrective action within a
7 reasonable period of time to correct the failure.

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9 f. The STEMI Receiving Center shall immediately notify REMSA of any
10 circumstances that will prevent the STEMI Receiving Center from providing
11 STEMI Receiving Center Services.

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13 g. The STEMI Receiving Center shall comply with any REMSA plan of correction,
14 regarding any identified failure to meet the STEMI Receiving Center Standards,
15 within the timeframes established by REMSA.

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18 h. The STEMI Receiving Center shall maintain a designated telephone number to
19 facilitate rapid access to an on-site physician for consultation with community
20 physicians and other providers regarding care and transport of STEMI Patients.

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22 i. The STEMI Receiving Center shall actively and cooperatively participate as a
23 member on the STEMI System Committee, and other related committees that
24 may, from time to time, be named and organized by REMSA.
25

1 j. The STEMI Receiving Center shall maintain a STEMI Information System and
2 submit STEMI Information System data to REMSA on a regular basis, as
3 requested by REMSA. The STEMI Receiving Center shall, at a minimum, collect
4 and maintain the data specified in the STEMI Receiving Center Standards unless
5 additional data points are adopted as recommended by the STEMI System
6 Committee.

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8 **4. Obligations of the County via REMSA**

9 a. REMSA shall meet and consult with the STEMI Receiving Center prior to the
10 adoption of any policy or procedure that concerns the administration of the
11 STEMI Care System, or the triage, transport, and treatment of STEMI Patients.

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13 b. REMSA will provide, or cause to be provided to the STEMI Receiving Center
14 and/or the Pre-hospital Medical Advisory Committee, pre-hospital system data
15 related to STEMI care.

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18 c. REMSA will strive to optimize the overall effectiveness of the STEMI Care
19 System and its individual components through the development of performance
20 measures for each component and for the system function as a whole (both
21 process and outcomes measures) and by employing continuous quality
22 improvement strategies and collaboration with stakeholders.

23 **5. Financial Responsibility**

24 REMSA shall not be liable for any costs or expenses incurred by the STEMI
25 Receiving Center to satisfy the STEMI Receiving Center's responsibilities under
this Agreement, including any costs or expenses incurred by the STEMI

1 Receiving Center for services provided to STEMI Patients lacking the ability to
2 pay for services.

3 **6. Audits and Inspections**

4 REMSA and its authorized representatives shall be entitled to monitor, assess,
5 and evaluate the STEMI Receiving Center's performance pursuant to this
6 Agreement. To the extent permitted by law, such monitoring, assessments, or
7 evaluations shall include, but not be limited to, audits, inspection of premises,
8 review of reports, review of patient records, and interviews of the STEMI
9 Receiving Center's staff and the STEMI program participants. At any time during
10 normal business hours, as often as REMSA may deem necessary, and to the
11 extent permitted by law, the STEMI Receiving Center shall make available to
12 REMSA, upon REMSA's request, all of the STEMI Receiving Center's records
13 with respect to all matters covered by this Agreement.
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15 **7. Termination**

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17 a. Termination without Cause: REMSA may terminate this Agreement without
18 cause upon ninety (90) days written notice to STEMI Receiving Center. The
19 STEMI Receiving Center may terminate this Agreement without cause upon one
20 hundred eighty (180) days written notice to REMSA.

21 b. Termination for Cause by REMSA: REMSA may terminate this Agreement upon
22 written notice to the STEMI Receiving Center, subject to the STEMI Receiving
23 Center's opportunity to cure as set forth below, upon the occurrence of any one
24 or more of the following events:
25

1. Any material breach of this Agreement by the STEMI Receiving Center;

- 1 2. Any violation by the STEMI Receiving Center of any applicable laws,
2 regulations, or local ordinances;
- 3 3. Any failure to provide timely surgical and non-surgical physician coverage
4 for STEMI Patients, causing unnecessary risk or mortality and/or morbidity
5 for the STEMI Patient;
- 6 4. Submission by the STEMI Receiving Center to REMSA reports or
7 information that the STEMI Receiving Center knows or should know are
8 incorrect in any material respect;
- 9 5. Any failure by the STEMI Receiving Center to comply with the STEMI
10 Receiving Center Standards;
- 11 6. Loss or suspension of licensure as an acute care hospital, loss or
12 suspension of any existing or future special permits issued by state or
13 federal agencies necessary for the provision of the services provided by
14 the STEMI Receiving Center under the terms of this Agreement, or loss or
15 suspension of accreditation from The Joint Commission or an equivalent
16 accreditation body;
- 17 7. Any failure to comply with a plan of correction imposed by REMSA;
- 18 8. Any failure to remedy any recurring malfunction, physician, nursing and
19 other staff shortages, staff response delays, or facility problems of the
20 STEMI Receiving Center, which causes or contributes to the STEMI
21 Receiving Center's diversion of ambulances transporting STEMI Patients
22 intended for the STEMI Receiving Center; and
- 23 9. Repeated failure to submit specified reports, STEMI Information System
24 data, or other information required under this Agreement.
25

1 c. Opportunity to Cure. Prior to the exercise of REMSA's right to terminate for
2 cause, REMSA shall give the STEMI Receiving Center at least thirty (30) days
3 written notice (hereinafter "Correction Period") specifying in reasonable detail the
4 grounds for termination and all deficiencies requiring correction. REMSA may
5 shorten the Correction Period to no less than seven (7) days if REMSA
6 determines that the STEMI Receiving Center's action or inaction has seriously
7 threatened or will seriously threaten public health and safety. If the STEMI
8 Receiving Center has not remedied each deficiency prior to the end of the
9 Correction Period to the satisfaction of REMSA, or REMSA has not approved a
10 plan of correction within the Correction Period, REMSA may immediately
11 terminate this Agreement upon written notice to the STEMI Receiving Center,
12 specifying the effective date of termination. No opportunity to cure is required
13 prior to REMSA's termination of this Agreement for failure by the STEMI
14 Receiving Center to complete any plan of correction imposed by REMSA.
15

16 **8. Maintenance of Records**

17 The STEMI Receiving Center shall maintain patient care, revenue, and
18 expenditure data during the term of this Agreement and for a period of seven (7)
19 years from the termination of this Agreement or until all claims, if any, have been
20 resolved, whichever period is longer, or longer if otherwise required under other
21 provisions of this Agreement or law. Such records shall be maintained in such a
22 fashion as to be able to separately identify STEMI patients from all other patients.
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9. Reports, Evaluations and Research Studies

The STEMI Receiving Center shall, as may be reasonably requested by REMSA, participate in evaluations and/or research designed to show the effectiveness of the STEMI Care System; and shall submit reports and materials on its STEMI services as reasonably requested by REMSA. These reports, evaluations and studies shall be used by REMSA to analyze and generate aggregate statistical reports on the STEMI Care System performance.

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10. Hold Harmless/Indemnification

The STEMI Receiving Center shall indemnify and hold harmless the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of the STEMI Receiving Center, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of the STEMI Receiving Center, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. The STEMI Receiving Center shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and

1 representatives in any claim or action based upon such alleged acts or
2 omissions.

3
4 With respect to any action or claim subject to indemnification herein by the
5 STEMI Receiving Center, the STEMI Receiving Center shall, at their sole cost,
6 have the right to use counsel of their own choice and shall have the right to
7 adjust, settle, or compromise any such action or claim without the prior consent
8 of the County; provided, however, that any such adjustment, settlement or
9 compromise in no manner whatsoever limits or circumscribes the STEMI
10 Receiving Center's indemnification to the County as set forth herein.

11
12 The STEMI Receiving Center's obligation hereunder shall be satisfied when the
13 STEMI Receiving Center has provided to the County the appropriate form of
14 dismissal relieving the County from any liability for the action or claim involved.

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17 The specified insurance limits required in this Agreement shall in no way limit or
18 circumscribe the STEMI Receiving Center's obligations to indemnify and hold
19 harmless the County herein from third party claims.

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21 **11. Insurance**

22 Without limiting or diminishing the STEMI Receiving Center's obligation to
23 indemnify or hold the County harmless, the STEMI Receiving Center shall
24 procure and maintain or cause to be maintained, at its sole cost and expense,
25 the following insurance coverage during the term of this Agreement:

1 a. Workers' Compensation: The STEMI Receiving Center has employees as
2 defined by the State of California, the STEMI Receiving Center shall maintain
3 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the
4 laws of the State of California. Policy shall include Employers' Liability
5 (Coverage G) including Occupational Disease with limits not less than
6 \$1,000,000 per person per accident. The policy shall be endorsed to waive
7 subrogation in favor of the County of Riverside, and, if applicable, to provide a
8 Borrowed Servant/Alternate Employer Endorsement.

9
10 b. Commercial General Liability: Commercial General Liability insurance coverage,
11 including but not limited to, premises liability, contractual liability, products and
12 completed operations liability, personal and advertising injury, and cross liability
13 coverage, covering claims which may arise from or out of the STEMI Receiving
14 Center's performance of its obligations hereunder. Policy shall name the County
15 of Riverside, its agencies, districts, special districts, and departments, their
16 respective directors, officers, Board of Supervisors, employees, elected or
17 appointed officials, agents or representatives as Additional Insured's. Policy's
18 limit of liability shall not be less than \$1,000,000 per occurrence combined single
19 limit. If such insurance contains a general aggregate limit, it shall apply
20 separately to this Agreement or be no less than two (2) times the occurrence
21 limit.

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24 c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of
25 the obligations under this Agreement, then the STEMI Receiving Center shall
maintain liability insurance for all owned, non-owned or hired vehicles so used in

1 an amount not less than \$1,000,000 per occurrence combined single limit. If
2 such insurance contains a general aggregate limit, it shall apply separately to this
3 agreement or be no less than two (2) times the occurrence limit. Policy shall
4 name the County of Riverside, its agencies, districts, special districts, and
5 departments, their respective directors, officers, Board of Supervisors,
6 employees, elected or appointed officials, agents, or representatives as
7 Additional Insured's.

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9 d. Professional Liability Insurance: STEMI Receiving Center shall maintain
10 Professional Liability Insurance providing coverage for the STEMI Receiving
11 Center's performance of work included within this Agreement, with a limit of
12 liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual
13 aggregate. If the STEMI Receiving Center's professional liability insurance is
14 written on a claims made basis rather than an occurrence basis, such insurance
15 shall continue through the term of this Agreement and the STEMI Receiving
16 Center shall purchase at its sole expense either 1) an Extended Reporting
17 Endorsement (also known as Tail Coverage); or 2) prior dates coverage from
18 new insurer with a retroactive date back to the date of, or prior to, the inception of
19 this Agreement; or 3) demonstrate through Certificates of Insurance that the
20 STEMI Receiving Center has maintained continuous coverage with the same or
21 original insurer. Coverage provided under items 1), 2), or 3) will continue for a
22 period of five (5) years beyond the termination of this Agreement.
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2 e. General Insurance Provisions – All lines:

3 1. Any insurance carrier providing insurance coverage hereunder shall be
4 admitted to the State of California and have an A M BEST rating of not less
5 than A: VIII (A:8) unless such requirements are waived, in writing, by the
6 County Risk Manager. If the County's Risk Manager waives a requirement
7 for a particular insure such waiver is only valid for that specific insurer and
8 only for one policy term.

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10 2. The STEMI Receiving Center's insurance carrier(s) must declare its
11 insurance self-insured retentions. If such self-insured retentions exceed
12 \$500,000 per occurrence such retentions shall have the prior written
13 consent of the County Risk Manager before the commencement of
14 operations under this Agreement. Upon notification of self-insured retention
15 unacceptable to the County, and at the election of the County's Risk
16 Manager, the STEMI Receiving Center's carrier shall either 1) reduce or
17 eliminate such self-insured retention as respects this Agreement with the
18 County; or 2) procure a bond which guarantees payment of losses and
19 related investigations, claims administration, and defense costs and
20 expenses.
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23 3. The STEMI Receiving Center shall cause the STEMI Receiving Center's
24 insurance carrier(s) to furnish the County of Riverside with either 1) a
25 properly executed original Certificate(s) of Insurance and certified original
copies of Endorsements effecting coverage as required herein; and 2) if

1 requested to do so orally or in writing by the County Risk Manager, provide
2 original Certified copies of policies including all Endorsements and all
3 attachments thereto, showing such insurance is in full force and effect.
4 Further, said Certificate(s) and policies of Insurance shall contain the
5 covenant of the insurance carrier(s) that thirty (30) days written notice shall
6 be given to the County of Riverside prior to any material modification,
7 cancellation, expiration or reduction in coverage of such insurance. In the
8 event of a material modification, cancellation, expiration, or reduction in
9 coverage, this Agreement shall terminate forthwith, unless the County of
10 Riverside receives, prior to such effective date, another properly executed
11 original Certificate of Insurance and original copies of endorsements or
12 certified original policies, including all endorsements and attachments thereto
13 evidencing of coverage set forth herein and the insurance required herein is
14 in full force and effect. The STEMI Receiving Center shall not commence
15 operations until the County has been furnished original Certificate(s) of
16 Insurance and certified original copies of endorsements and, if requested,
17 certified original policies of insurance including all endorsements and any
18 and all other attachments as required in this Section. An individual
19 authorized by the insurance carrier to do sign on its behalf shall sign the
20 original endorsements for each policy and the Certificate of Insurance.
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- 22
- 23 4. It is understood and agreed to by the parties hereto that the STEMI
24 Receiving Center's insurance shall be construed as primary insurance, and
25 the County's insurance and/or deductibles and/or self-insured retention's or
self-insured programs shall not be construed as contributory.

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5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the STEMI Receiving Center has become inadequate.

6. The STEMI Receiving Center shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8. The STEMI Receiving Center agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12. Conflicts of Interest

Neither the STEMI Receiving Center nor REMSA shall exert any direct or indirect influence that would cause or contribute to the transport of STEMI patients to a

1 facility other than the closest STEMI Receiving Center, except as specifically
2 authorized by REMSA policies and procedures. The STEMI Receiving Center
3 and the County shall comply with all applicable federal, state, and local conflict of
4 interest laws and regulations.

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6 **13. Compliance**

7 The parties shall comply with applicable federal, state, and local laws, rules, and
8 regulations, and REMSA policies and procedures in effect at the inception of this
9 Agreement or that become effective during the term of this Agreement, including,
10 but not limited to, facility and professional licensing, and/or certification laws and
11 regulations, the Health Insurance Portability and Accountability Act of 1996 (42
12 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active
13 Labor Act (42 U.S.C. section 1395dd).

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16 **14. Nondiscrimination**

17 The STEMI Receiving Center shall comply with all applicable Federal, State, and
18 local laws and regulations including Riverside County's equal opportunity
19 requirements. Such laws include but are not limited to the following: Title VII of
20 the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990;
21 The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair
22 Employment and Housing Act (Government Code sections 12900 et seq.);
23 California Labor Code sections 1101 and 1102. The STEMI Receiving Center
24 will not discriminate against any subcontractor, employee, or applicant for
25 employment because of age, race, color, national origin, ancestry, religion,
sex/gender, sexual orientation, mental disability, physical disability, medical

1 condition, political beliefs, organizational affiliations, or marital status in the
2 recruitment, selection for training including apprenticeship, hiring, employment,
3 utilization, promotion, layoff, rates of pay or other forms of compensation. Nor
4 will the STEMI Receiving Center discriminate in the provision of services
5 provided under this Agreement because of age, race, color, national origin,
6 ancestry, religion, sex/gender, sexual orientation, mental disability, physical
7 disability, medical condition, political beliefs, organizational affiliations, or marital
8 status.

9 **15. Confidentiality**

10 The parties agree to maintain the confidentiality of all patient information and
11 records obtained in the course of providing services under this Agreement, in
12 accordance with all applicable federal and state statutes and regulations and
13 local ordinances. Such information shall be divulged only as provided by law.
14 REMSA agrees that it is a "Health Oversight Agency" under HIPAA and,
15 therefore, a Business Associate Agreement is not necessary. Nothing in this
16 Agreement shall require the STEMI Receiving Center to provide or disclose to
17 the County, or anyone else, the following: (a) documents generated solely in
18 anticipation of malpractice litigation, and (b) documents by, or for the use of, any
19 medical staff committee having the responsibility of evaluation and improvement
20 of the quality of care rendered in the hospital, other than the medical staff
21 committee responsible for evaluating STEMI care. Disclosure of any medical
22 staff document to the County shall not constitute a waiver by the STEMI
23 Receiving Center of the protections afforded by California Evidence Code
24 Section 1157. If any disclosure of information contained in a medical staff
25 committee document is sought from REMSA by a third party, REMSA shall notify

1 the STEMI Receiving Center and shall raise all applicable objections or defenses
2 to the demand for disclosure.

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4 **16. Mutual Cooperation**

5 It is agreed that mutual non-competition among the designated STEMI Receiving
6 Centers, as well as their associated helicopter services, is vital to providing
7 optimal medical care under the STEMI Care System. In furtherance of such
8 cooperation, the STEMI Receiving Center agrees to provide access to the
9 helipad, of any, located at the STEMI Receiving Center to all helicopter services,
10 to the extent necessary to triage and/or transport STEMI patients to the STEMI
11 Receiving Center. The STEMI Receiving Center will not charge helicopter
12 services for such landing privileges.
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15 **17. Contract Administrators**

16 The REMSA Director, or designee, and the STEMI Receiving Center's Chief
17 Executive Officer, or designee, shall be the primary contacts for the purpose of
18 the administration of this Agreement.
19

20 **18. Notices**

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

To STEMI Receiving Center:

Richard Rawson, CEO

Attn: Jennifer Ciotola

Loma Linda University Medical Center – Murrieta

28062 Baxter Road

Murrieta, CA 92563

Phone: 951-704-1708

To County:

REMSA Director

Riverside County Emergency Medical Services Agency

4065 County Circle Drive

PO Box 7600

Riverside, CA 92513-7600

Phone: 951-358-5029 Fax: 951-358-5160

19. Governing Law

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

20. Assignment

The STEMI Receiving Center shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of REMSA. This provision shall not be applicable to services agreements or contracts or similar arrangement usually and customarily entered

1 into by medical facilities to obtain or arrange for professional medical services,
2 administrative support, equipment, supplies or technical support.

3
4 **21. No Third Party Beneficiaries**

5 The parties do not intend to confer, and this Agreement shall not be construed to
6 confer, any rights to any person, group, corporation, or entity other than the
7 parties.

8
9 **22. Entire Agreement**

10 This document represents the entire Agreement between the parties with respect
11 to the subject matter hereof. All prior negotiations and written and/or oral
12 agreements between the parties with respect to the subject matter of this
13 Agreement are merged into this Agreement.

14
15
16 **23. Severability**

17 If any provision of this Agreement is found by a court of competent jurisdiction to
18 be void, invalid or unenforceable, the same will either be reformed to comply with
19 applicable law or stricken if not so conformable, so as not to affect the validity or
20 enforceability of this Agreement.

21
22 **24. Waiver**

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



Signature Page

County of Riverside

Loma Linda University

Medical Center - Murrieta

**John J. Benoit, Chairman
Board of Supervisors**

Date: _____

Date: _____

ATTEST:

**Kecia Harper-Ihem
Clerk of the Board**

Date: _____

FOR APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis
NEAL R. KIPNIS

DATE

ATTACHMENT A



	Administrative Policy	5401
	Effective April 1, 2013	Expires March 31, 2014
Policy: STEMI Receiving Centers	Approval: REMSA Medical Director Humberto Ochoa, MD	Signature <i>H Ochoa M.D.</i>
Applies To: PM, STEMI BH, SRC, EMS System	Approval: REMSA Director Bruce Barton, Paramedic	Signature <i>B Barton</i>

PURPOSE

This policy defines the requirements for designation as a Riverside County ST Elevation Myocardial Infarction (STEMI) Receiving Center (SRC) for patients who access the 9-1-1 system meeting defined criteria who show evidence of a STEMI on a 12 Lead electrocardiogram (ECG), and establishes field triage criteria to be used for transport to such centers. As the current STEMI Receiving Center Policy, this policy supersedes any previous policies and/or memos directing the transport of STEMI patients.

AUTHORITY

California Health and Safety Code - Division 2.5: Emergency Medical Services [1797.67, 1798, and 1798.170]

STEMI Receiving Centers

The Riverside County Emergency Medical Services Agency Medical Director may designate a hospital as a SRC if the following requirements are met:

Hospital Services

The hospital shall have the following services:

- a. Current designation as a Prehospital Receiving Center.
- b. Operate a cardiac catheterization laboratory licensed by the Department of Health Services and approved for emergency percutaneous coronary interventions.
 - i. Cardiac Catheterization laboratory shall meet or exceed current ACC/AHA standards for competence regarding the number of procedures performed annually.
- c. Hospital shall have the ability to receive ECGs wirelessly transmitted by prehospital personnel.
- d. Intra-aortic balloon pump capability
- e. A Cardiovascular surgery service permit*

**This requirement may be waived by the EMS Agency Medical Director when appropriate for patient or system needs. The Medical Director will evaluate conformance with existing ACC/AHA or other existing professional guidelines for standards.*
- f. A dedicated an audio recorded phone line, capable of being answered twenty four (24) hours per day, seven (7) days per week, used by paramedics to notify SRCs of incoming STEMI patients.
- g. Provide Continuing Education opportunities for EMS personnel in areas of 12 Lead ECG acquisition and interpretation, as well as assessment and management of STEMI patients.

Personnel

The hospital shall have the following designated positions filled:

- a. Medical Director – the hospital shall designate a medical director for the SRC program who shall be a physician who is board-certified in Emergency Medicine or in Cardiology.
- b. Nursing Director – There shall be a designated SRC nursing director who is trained or certified in Critical Care Nursing.
- c. Physician Consultants – A daily roster of the following on-call physician consultants who must be promptly available within 30 minutes of notification:

- i. Cardiologist with primary PCI privileges
 - i. Interventional cardiologists shall meet or exceed the current ACC/AHA standards for competence regarding the number of procedures performed by each cardiologist.
- ii. Cardiovascular surgeon, if cardiovascular surgical services are offered.*
 - *If cardiovascular surgical services are not available in-house the facility must have a rapid transfer agreement in place with a facility that provides this service. Additionally, the facility must have a rapid transport agreement in place with a Riverside County permitted transport provider.*
- d. Additional personnel who must be promptly available within 30 minutes of notification:
 - i. Intra-aortic balloon pump nurse or technologist
 - ii. Cardiac catheterization laboratory team

Policies

Internal policies shall be developed for the following:

- a. Fibrinolytic therapy protocol to be used only in unforeseen circumstances when PCI of a STEMI patient is not possible.
- b. Diversion of STEMI patients **only** during times of internal disaster designation (see the REMSA Policy for Ambulance Diversion)

Data Collection

The following data shall be collected on an on-going basis and available for review by the Riverside County EMS Agency:

- a. Number of field identified STEMI patients transported for emergency care
- b. Number of above patients who received primary PCI
- c. For EMS-transported patients with STEMI, door-to-infusion times for fibrinolysis, and door-to-balloon times for primary PCI.
- d. Total number of myocardial infarction admissions/year (all patients, not just EMS)
- e. Total number of PCI procedures/year for those cardiologists/cardiac surgeons treating EMS-transported patients.
- f. Total number of EMS STEMI patients that bypass the closest, most accessible receiving hospital (not approved as a SRC) and are transported to a SRC.

Continuous Quality Improvement

An in-house CQI program which monitors, at minimum, the following:

- a. Death rate (within 30 days, related to procedure regardless of the mechanism)
- b. Emergency CABG rate (result of procedure failure or procedure complication)
- c. Vascular complications (PCI access site complication, hematoma large enough to require transfusion, or operative intervention required)
- d. Cerebrovascular accident rate (peri-procedure)
- e. Post-procedure nephrotoxicity (increase in serum creatinine of >0.5)
- f. Tracking of door-to-balloon times
- g. Active participation in Riverside County EMS Agency CQI activities/committees is required.

Performance Standard

- a. A primary door-to-balloon time goal of 90 minutes or less shall be met 90% of the time.

Designation

- a. The SRC shall be designated after satisfactory review of written documentation and an initial site survey by Riverside County EMS Agency personnel/designees.
 - i. Documentation of current accreditation from The Society of Chest Pain Centers as a "Chest Pain Center with PCI" shall be accepted in lieu of a formal site visit/documentation review by the EMS Agency.

- b. Initial designation as a SRC shall be for a period of two (2) years. Thereafter, redesignation shall occur every four (4) years, contingent upon satisfactory review.
- c. Failure to comply with the criteria outlined in this policy will result in disciplinary action up to and including suspension or rescission of SRC designation.

Reporting Requirements

- a. Prehospital personnel shall complete the first section of the Suspected ST-Elevation MI (STEMI) Report and submit it to the SRC for completion.
 - i. Suspected ST-Elevation MI (STEMI) Report shall be completed for all patients identified in the prehospital environment as being STEMI patients, regardless of whether or not the patient was subsequently identified as suffering from a ST-Elevation MI.
- b. SRC shall complete the Suspected ST-Elevation MI (STEMI) Report and submit it with the Patient Care Report and a copy of the prehospital ECG(s) to the EMS Agency within 60 days.
 - i. If the goal of door-to-balloon times of 90 minutes or less is not met 90% of the time, an improvement plan must be submitted to the EMS Agency addressing the deficiency(ies) with steps being taken to improve the times.