

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

301



FROM: Department of Public Health

SUBMITTAL DATE:
April 15, 2014

SUBJECT: Ratify the Stroke Center Designation Agreements for the new Stroke Center Program for Paramedic Receiving Center Hospitals in Riverside County. District - All [\$0 dollars].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Stroke Center Designation Agreements with Riverside Community Hospital, Temecula Valley Hospital and Desert Regional Medical Center for the provision of advanced care for stroke victims April 1, 2014 through June 30, 2015 with option to renew for two (2) additional years; and,
2. Authorize the Director of Public Health to execute two (2) copies of each Agreement; and
3. Authorize the Director of Public Health to execute Agreements and sign subsequent no money amendments with hospitals that have applied and qualified as Stroke Centers during the period April 1, 2014 through June 30, 2017.

BACKGROUND:

Summary

Continued on page 2

BB:rkp

Susan D. Harrington

Susan D. Harrington, M.S., R.D.
Director of Public Health

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
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: *4/16/14*

Departmental Concurrence

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3-10

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify the Stroke Center Designation Agreements for the new Stroke Center Program for
Paramedic Receiving Center Hospitals in Riverside County. District - All [\$0 dollars].**

DATE: April 15, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

Each year in the United States, over 795,000 Americans suffer from a stroke. There is mounting evidence that patients benefit from the establishment of a stroke system of care which includes coordination between EMS and designated stroke center hospitals.

The American Heart Association/American Stroke Association has released evidence based guidelines for the establishment of systems of care that optimize outcomes for patients suffering from stroke. Critical components of these guidelines are rapid recognition and treatment in the field followed by transport to a hospital capable of providing immediate advanced stroke procedures within pre-established timelines.

Following these guidelines the EMS Agency has developed policies, protocols and procedures required to implement a stroke care system in Riverside County beginning April 1, 2014. Central to that system is the designation of hospitals as Stroke Ready Hospital (SRH), Primary Stroke Center (PSC), or Interventional Stroke Center (ISC). SRH is a temporary designation available to hospitals seeking certification as a PSC, which must be completed by April 1, 2015. Hospitals receiving Stroke Center designation have met strict criteria for advanced stroke treatment capability, medical oversight, stroke focused education/training, continuous quality improvement and data reporting.

Establishing Stroke Centers within Riverside County will provide paramedics and Base Hospital Physicians a definitive care option shown to improve outcomes for stroke patients. Ten hospitals throughout the County have either applied or expressed interest in applying for Stroke Center designation:

- Eisenhower Medical Center – Interventional Stroke Center
- Desert Regional Medical Center – Interventional Stroke Center
- Riverside County Regional Medical Center – Primary Stroke Center
- Riverside Community Hospital – Primary Stroke Center
- Kaiser Moreno Valley Community Hospital – Primary Stroke Center
- Kaiser Riverside – Primary Stroke Center
- Corona Regional Medical Center – Primary Stroke Center
- Parkview Community Hospital – Primary Stroke Center
- Temecula Valley Hospital – Stroke Ready Hospital
- Inland Valley Medical Center – Stroke Ready Hospital

This Form 11 is being submitted late due to negotiations regarding indemnification of the agreements which were not finalized until March 31, 2014. This Form 11 and agreements were subsequently submitted through the County approval process.

Impact on Citizens and Businesses

The implementation of the Stroke Care System will improve mortality and morbidity for citizens experiencing stroke. The availability and coordination of advanced, specialized care at designated Stroke Centers will improve the effectiveness of the EMS System and reduce healthcare costs.

SUPPLEMENTAL:

Additional Fiscal Information

No fee will be assessed at this time for the Stroke Center designation.

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



DEPT/BRANCH DOPH/EMS		CONTRACT NO. 14-084		RFP NO. -----
FUND ----	DEPARTMENT ID 4200101700	PROJECT-GRANT -----	PROGRAM -----	CLASS/LOCATION -----
CONTRACT AMOUNT \$0		PERIOD OF PERFORMANCE April 1, 2014 through June 30, 2015		
COUNTY CONTACT Bruce Barton (951) 358-5029 bbarton@rivcocha.org				
CONTRACTOR REPRESENTATIVE Darlene Wetton, CEO (951) 331-2210				
PROGRAM NAME: Stroke Ready Hospital				

This Agreement is made and entered into by and between the **County of Riverside**, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as "COUNTY", and **Temecula Valley Hospital, Inc. dab Temecula Valley Hospital**, hereinafter referred to as "HOSPITAL".

WITNESSETH:

WHEREAS, COUNTY wishes to assure patients in need of stroke medical care are directed to medical facilities capable of rendering such care; and

WHEREAS, COUNTY has developed and now wishes to implement a Stroke Care System whereby a medical facility capable of rendering stroke care is identified and designated as Stroke Center; and

WHEREAS, COUNTY has determined that HOSPITAL meets COUNTY Stroke Center Standards; and

WHEREAS, HOSPITAL is willing to accept designation as Stroke Center; and

WHEREAS, HOSPITAL, by virtue of the parties' execution of this Agreement, will be designated, by COUNTY, as a Stoke Center under the terms of this Agreement.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 9, and Exhibit A, Stroke Center Standards, consisting of three (3) page(s), attached hereto and incorporated herein.

HOSPITAL

COUNTY

By _____

By _____
Susan D. Harrington, Director of Public Health

Date _____

Print Name

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 4/14/14

1. Definitions:

For the purposes of this Agreement:

- A. "Acute Stroke Patient" means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by Riverside County Emergency Medical Services Agency (REMSA), as may be amended from time to time, and been found to require Stroke Services.
- B. "Stroke System Committee" means the multi-disciplinary peer-review committee which (1) is composed of representatives from Stroke Centers, Prehospital Receiving Centers, prehospital EMS personnel, and other interested members of the EMS community; (2) audits the stroke care system; (3) functions in an advisory capacity on other stroke system issues.
- C. "Stroke Ready Hospital" means a hospital that is in the process of accreditation as a Stroke Center and has been designated by REMSA as a Stroke Ready Hospital. This designation will only be valid until April 1, 2015 and requires a written agreement.
- D. "Primary Stroke Center (PSC, or '3-Hour Stroke Center')" means an acute care hospital accredited as a PSC by a CMS approved accrediting body and designated by REMSA as a PSC. REMSA designation requires a written agreement.
- E. "Comprehensive Stroke Center" is a certification granted by a CMS approved accrediting body. Hospitals that have achieved this designation will be designated by REMSA as an "Interventional Stroke Center (ISC)" without a site visit.
- F. "Interventional Stroke Center (ISC, or '8-Hour Stroke Center')" means a hospital that has been designated by REMSA as an Interventional Stroke Center. REMSA designation requires a written agreement.
- G. "Stroke Services" means the customary and appropriate hospital and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center standards.
- H. "Stroke Center Standards" means the standards applicable to stroke centers set forth in the REMSA policies and procedures, as amended annually and effective April 1 to March 31 of the following year.
- I. "Stroke Information System" means the spreadsheet containing the data elements to be decided upon by REMSA and approved by the Stroke System Committee, or a Stroke Registry implemented by REMSA, to be completed by all designated Stroke Centers in Riverside County on a regular basis and submitted to REMSA.
- J. "REMSA" means the Riverside County Emergency Medical Services Agency.
- K. "CMS" mean the Centers for Medicare and Medicaid Services.

2. Term of Agreement

This Agreement shall be effective upon execution and continue until June 30, 2015 unless earlier terminated pursuant to this Agreement. If COUNTY determines that HOSPITAL has satisfactorily performed all obligations herein and satisfied the Stroke Center Standards, attached hereto and incorporated by reference herein as Exhibit A, COUNTY shall have the option to extend the term of this Agreement for additional terms of two (2) years, upon notice and agreement by the HOSPITAL, under the terms and conditions provided herein.

3. Obligations of HOSPITAL

- A. HOSPITAL shall provide Stroke Services to any Acute Stroke Patient that comes to the emergency department of HOSPITAL, regardless of the Acute Stroke 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).

- B. HOSPITAL shall comply with Stroke Center Standards as set forth in Exhibit A, incorporated by reference herein, and in accordance with the specific REMSA designation.
- C. HOSPITAL shall monitor compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be made available to COUNTY upon request.
- D. HOSPITAL shall maintain current certification as a Primary and/or Comprehensive Stroke Center by a CMS approved accrediting body (The Joint Commission [TJC], Healthcare Facilities Accreditation Program [HFAP], or Det Norske Veritas [DNV]).
 - a. If HOSPITAL is designated by COUNTY as Stroke Ready, HOSPITAL shall be in process for certification by a CMS approved accrediting body. HOSPITAL has until April 1, 2015 to receive certification and may act as a stroke center in the interim.
 - b. HOSPITAL shall provide COUNTY with a copy of the certificate issued by the CMS approved accrediting body within thirty (30) days of receipt, and not less than thirty (30) days prior to expiration for renewal certification.
 - c. As of April 1, 2015, all COUNTY designated Stroke Centers must provide COUNTY proof of certification as a Primary Stroke Center and/or Comprehensive Stroke Center from a CMS approved accrediting body in order to remain a REMSA designated Stroke Center.
- E. HOSPITAL shall notify COUNTY in writing within twenty-four (24) hours of any failure to meet Stroke Center Standards set forth in Exhibit A, and take corrective action within a reasonable period of time to correct the failure.
- F. HOSPITAL shall maintain a designated telephone number to facilitate rapid access to an on-site physician for consultation with community physicians and other providers regarding care and transfer of Acute Stroke Patients. For Stroke Ready Hospitals or Primary Stroke Centers, the necessary neurological expertise may be provided in person or through telemedicine 24 hours per day, seven days per week.
- G. HOSPITAL shall actively and cooperatively participate as a member of the Stroke System Committee, and such other related committees that may, from time to time, be named and organized by REMSA.
- H. HOSPITAL shall maintain a Stroke Information System and submit Stroke Information System data to REMSA as specified in Exhibit A. Additional data elements may be required by REMSA to monitor the Stroke System, or may be suggested and agreed upon by the Stroke System Committee or the Continuous Quality Improvement Technical Advisory Group (CQI TAG).
- I. HOSPITAL shall actively participate with the California Stroke Registry. Documentation of such participation shall be made available to COUNTY upon reasonable request.

4. Obligations of COUNTY

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

5. Financial Responsibility

COUNTY shall not be liable for any costs or expenses incurred by the HOSPITAL to satisfy the Stroke Center's responsibilities under this Agreement, including any costs or expenses incurred by the HOSPITAL for services provided to Stroke Patients lacking the ability to pay for services.

6. Audits and Inspections

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

7. Termination

- A. Termination without Cause: COUNTY may terminate this Agreement without cause upon ninety (90) days written notice to HOSPITAL. The HOSPITAL may terminate this Agreement without cause upon one hundred eighty (180) days written notice to COUNTY.
- B. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to the HOSPITAL, subject to the HOSPITAL'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 the HOSPITAL;
 - b. Any violation by the HOSPITAL of any applicable laws, regulations, or local ordinances;
 - c. Any failure to provide timely surgical and non-surgical physician coverage for Stroke Patients, causing unnecessary risk or mortality and/or morbidity for Stroke Patients;
 - d. Submission by the HOSPITAL to COUNTY reports or information that the HOSPITAL knows or should know is incorrect in any material respect;
 - e. Any failure by the HOSPITAL to comply with the Stroke 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 the HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
 - g. Any failure to comply with a plan of correction imposed by COUNTY;
 - h. Any failure to remedy any recurring malfunction, physician, nursing and other staff shortages, staff response delays, or facility problems of the HOSPITAL, which causes or contributes to the HOSPITAL's diversion of ambulances transporting Stroke Patients intended for the HOSPITAL; and
 - i. Repeated failure to submit specified reports, Stroke Information System data, or other information required under this Agreement.
- C. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give the HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that the HOSPITAL's action or inaction has seriously

threatened or will seriously threaten public health and safety. If the HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to the HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by the HOSPITAL to complete any plan of correction imposed by COUNTY.

8. Maintenance of Records

The HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify Stroke patients from all other patients.

9. Reports, Evaluations and Research Studies

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

10. Hold Harmless/Indemnification

- A. The HOSPITAL shall defend, save harmless and indemnify COUNTY and its officers, agents, employees, and independent contractors from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, from any cause whatsoever arising from or connected with the operations or the services of HOSPITAL hereunder, resulting from the conduct, negligent or otherwise, of HOSPITAL, its agents or employees.
- B. The COUNTY shall defend, save harmless and indemnify the HOSPITAL and its officers, agents, employees, and independent contractors from all liabilities and claims for damages for death, sickness or injury to persons or property, including without limitations, all consequential damages, from any cause whatsoever arising from or connected with the operations of the services of the COUNTY hereunder, resulting from the conduct, negligent or otherwise, of the COUNTY, its agents or employees.

11. Insurance

Without limiting or diminishing the HOSPITAL's obligation to indemnify or hold the COUNTY harmless, the HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement:

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

- B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of the HOSPITAL's performance of its obligations hereunder. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then the HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insured's.
- D. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for the HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the HOSPITAL's professional liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and the HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) prior dates coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that the HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.
- E. General Insurance Provisions – All lines:
1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insure such waiver is only valid for that specific insurer and only for one policy term.
 2. The HOSPITAL's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, the HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the County; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 3. The HOSPITAL shall cause the HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto,

showing such insurance is in full force and effect. Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing of coverage set forth herein and the insurance required herein is in full force and effect. The HOSPITAL shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do sign on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed to by the parties hereto that the HOSPITAL's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
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 HOSPITAL has become inadequate.
6. The HOSPITAL 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 HOSPITAL 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 HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the transport of Stroke patients to a facility other than the closest Stroke Center, except as specifically authorized by REMSA policies and procedures. The HOSPITAL and the COUNTY shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

13. Compliance

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and

Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

14. Non-discrimination

The HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's 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. The HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, 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 the HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

15. Confidentiality

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

16. Mutual Cooperation

It is agreed that mutual non-competition among the designated Stroke Centers, as well as their associated helicopter services, is vital to providing optimal medical care under the Stroke Care System. In furtherance of such cooperation, the HOSPITAL agrees to provide access to the helipad, if any, located at the HOSPITAL to all helicopter services, to the extent necessary to triage and/or transport stroke patients to the HOSPITAL. The HOSPITAL will not charge helicopter services for such landing privileges.

17. Contract Administrators

The REMSA Director, or designee, and the HOSPITAL's Chief Executive Officer, or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

18. Notices

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

To HOSPITAL:

Temecula Valley Hospital
 Attn: Darlene Wetton, CEO
 31700 Temecula Parkway
 Temecula, CA 92592

To COUNTY:

Riverside County Department of Public Health
 ISS Procurement and Logistics
 4065 County Circle Drive
 Riverside, CA 92503

Carbon Copy:

Riverside County Emergency Medical Services Agency
 Attn: Bruce Barton, EMS Director
 PO Box 7600
 Riverside, CA 92513-7600

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 HOSPITAL 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 COUNTY. This provision shall not be applicable to services agreements or contracts or similar arrangement usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

21. No Third Party Beneficiaries

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

22. Entire Agreement

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

23. Severability

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

24. Waiver

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

/// /// ///

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- K. "CMS" mean the Centers for Medicare and Medicaid Services.

2. Term of Agreement

This Agreement shall be effective upon execution and continue until June 30, 2015 unless earlier terminated pursuant to this Agreement. If COUNTY determines that HOSPITAL has satisfactorily performed all obligations herein and satisfied the Stroke Center Standards, attached hereto and incorporated by reference herein as Exhibit A, COUNTY shall have the option to extend the term of this Agreement for additional terms of two (2) years, upon notice and agreement by the HOSPITAL, under the terms and conditions provided herein.

3. Obligations of HOSPITAL

Exhibit A

Stroke Center Standards

As defined per



Riverside County EMS Agency

Administrative Policy – 5701

“Stroke Centers”

Effective April 1, 2014 – March 31, 2015



Administrative Policy		5701
Effective April 1, 2014		Expires March 31, 2015
Policy: Stroke Centers	Approval: REMSA Medical Director Daved van Stralen, MD	Signed 
Applies To: Stroke System, EMS System	Approval: REMSA Director Bruce Barton, Paramedic	Signed 

PURPOSE

To reduce the morbidity and mortality related to stroke by organizing a system of stroke centers to serve our residents and visitors through preventative education, emergency care, hospitalization, rehabilitation, and research.

AUTHORITY

[California Health and Safety Code - Division 2.5: Emergency Medical Services \[1797. - 1799.207.\]](#)
[California Code of Regulations, Title 22. Social Security, Division 9. Prehospital Emergency Medical Services](#)

All REMSA Designated Stroke Centers

The following requirements must be met by all hospitals designated by Riverside County EMS Agency (REMSA) as a Stroke Ready Hospital (SRH), a Primary “3-Hour” Stroke Center (PSC), or an Interventional “8-Hour” Stroke Center (ISC).

1. Current REMSA designation as a Prehospital Receiving Center (PRC) or a Base Hospital (BH).
2. An application requesting designation as a SRH, a PSC, or an ISC.
3. Participation in the California Stroke Registry (CSR).
 - a. Additional data collection as required by REMSA and/or the REMSA Stroke System Committee.
 - b. Quarterly data will be submitted to REMSA on the last day of each January, April, July, and October; and upon request.
4. All REMSA designated Stroke Centers must have designated practitioners knowledgeable in the diagnosis and treatment of stroke who are responsible for responding to patients with an acute stroke at all times.
 - a. A minimum of one of these designated practitioners is able to respond to the patient’s bedside within 15 minutes of notification.
 - b. These practitioners will include physicians, and may also include nurses, nurse practitioners, and physician assistants from any unit or department as determined by the organization.
5. Neurosurgical coverage is established by a written plan approved by the covering neurosurgeon(s), PSC/ISC program leaders, and any involved facilities.
 - a. This plan may include transfer agreements with another Stroke Center with the ability to provide therapy(ies) unavailable at the sending facility.
6. Hospital must have the ability to perform CT on site at all times.
 - a. A brain MRI may be performed in lieu of a head CT only if meeting the same time parameters.
 - b. The CT must be completed within 25 minutes of the order being written.
7. Interpretation of a head CT by a physician is completed within 20 minutes and documented.
 - a. Evaluation can be performed off site utilizing teleradiology.
8. Have in place the following internal policies for rapid stroke patient management:
 - a. Maintenance and readiness of facilities, equipment, and staff.
 - b. Response to EMS notification/ in-house identification of an acute stroke patient.
 - c. Summoning of the stroke team by the in-house paging/alert system.
 - d. Coordination of department, teams, and services.
 - e. Prioritization of bed availability.
 - f. Use of a thrombolytic therapy protocol for stroke patients.
 - g. Prompt acceptance of stroke patients as a higher level of care from facilities wishing to transfer suspected or identified stroke patients.
 - h. Prompt transfer of stroke patients to higher levels of care if necessary care is not available at the receiving facility.
9. Follow CQI processes to review stroke management including but not limited to:
 - a. Morbidity and mortality related to procedural complications.

- b. Door to intervention times and performance standards.
 - c. Additional data as determined by REMSA and the REMSA Stroke System Committee.
10. Comply with the American Stroke Association/ The Joint Commission performance measures for the PSC.
 - a. This requirement will be waived until April 1, 2015 for the SRH.
 11. Provide stroke related continuing education to EMS personnel, the stroke team, and other hospital staff; and annually report these activities to REMSA.
 12. Provide stroke education to the public; and annually report these activities to REMSA.
 13. Pass a site inspection that verifies meeting/exceeding the above REMSA criteria for a SRH, PSC, or ISC.
 - a. If the hospital has designation as a PSC or a Comprehensive Stroke Center (CSC) by a CMS approved accrediting body and is applying for REMSA designation as a PSC, the site visit will be waived.
 - b. If the hospital has designation as a CSC by a CMS approved accrediting body and is applying for REMSA designation as an ISC, the site visit will be waived.
 14. A current Agreement with REMSA to provide service as an SRH, a PSC, or an ISC in Riverside County.
 - a. The Agreement includes the hospital's intent to comply with REMSA policies.
 - b. The Agreement will be updated biennially.
 15. Attendance at each meeting of the REMSA Stroke System Committee.
 16. Compliance with Local, State, and Federal requirements.

Stroke Ready Hospital (SRH)

In addition to meeting the aforementioned requirements for all REMSA designated stroke centers, the following requirements must be met for REMSA designation as a SRH:

1. Current REMSA designation as a PRC or BH.
2. An application requesting designation as a SRH.
3. Request and complete a site visit from REMSA to ensure compliance with criteria for SRH.
4. Meet all American Stroke Association / The Joint Commission criteria for PSC; except for certification from a CMS approved accrediting body.
5. Agreements with a PSC, an ISC, and a REMSA permitted ambulance transport service for continuation of care.
 - a. Time is of the essence: Patients who could benefit from a higher level of care should be transported to a hospital capable of providing those services as soon as possible.
 - b. All SRHs are required to accept stroke patients from other hospitals as a higher level of care, as long as they have the capacity to treat these patients.

The SRH is a hospital preparing for designation as a PSC or ISC; and is prepared to care for stroke patients arriving as directed by BH Order.

On April 1, 2015, REMSA will no longer recognize the SRH.

Primary "3-Hour" Stroke Center (PSC)

In addition to meeting the aforementioned requirements for all REMSA designated stroke centers, the following requirements must be met for REMSA designation as a Primary "3-Hour" Stroke Center (PSC), capable of pharmacological procedures for acute stroke:

1. Current certification as a PSC from a CMS approved accrediting body (The Joint Commission [TJC], Det Norske Veritas [DNV], or Healthcare Facilities Accreditation Program [HFAP]).
2. Agreements with an ISC, and a REMSA permitted ambulance transport service for continuation of care.
 - a. Time is of the essence: Patients who could benefit from a higher level of care should be transported to a hospital capable of providing those services as soon as possible.
 - b. All PSCs are required to accept stroke patients from other hospitals as a higher level of care, as long as they have the capacity to treat these patients.

The PSC, or "3-Hour" Stroke Center, is prepared to care for stroke patients arriving within three hours of the onset of symptoms.

Interventional “8-Hour” Stroke Center (ISC)

In addition to meeting the aforementioned requirements for all REMSA designated stroke centers, the following requirements must be met for REMSA designation as an Interventional “8-Hour” Stroke Center (ISC), capable of interventional procedures for acute stroke:

1. Current certification as a PSC from a CMS approved accrediting body (TJC, DNV, or HFAP); or,
2. Current certification as a Comprehensive Stroke Center (CSC) from a CMS approved accrediting body (TJC, DNV, or HFAP).
 - a. Hospitals wishing to be designated by REMSA as an ISC that are not certified as a CSC must request and complete a site visit from REMSA to ensure compliance with the REMSA criteria for PSC with Intervention.
3. All ISCs are required to accept stroke patients from other hospitals as a higher level of care; as long as they have the capacity to treat these patients.

The ISC, or “8-Hour” Stroke Center, is prepared to care for stroke patients arriving within eight hours of the onset of symptoms.

Staffing Requirements

1. All Stroke Centers, whether SRH, PSC, or ISC, shall staff the following positions:
 - a. Stroke Medical Director:
 - i. A physician with sufficient knowledge of cerebrovascular disease to provide administrative leadership, clinical guidance, and input to the stroke program.
 - b. Stroke Coordinator
 - i. A Registered nurse or qualified individual designated by the hospital with the responsibility for monitoring and evaluating the care of stroke patients and the coordination of performance improvement and patient safety programs for the stroke center in conjunction with the Stroke Medical Director.
 - c. On-Call Physician Specialists/Consultants
 - i. An on-call radiologist experienced in neuroradiologic interpretations.
 1. Available in person or by telemedicine to document interpretation within 20 minutes of completion.
 - d. Stroke Team
 - i. Medical, nursing, and allied health staff organized for stroke patient management.
 1. Available as a team within 15 minutes of the acute stroke patient’s arrival to the emergency department, or of in-hospital identification of an acute stroke patient.
2. All PSCs will staff the following positions in addition to those listed above:
 - a. An on-call neurologist.
 - i. Available in person to see the patient within 12 hours of hospital admission.
 1. The requirement will be waived upon submission of the following:
 - a. Teleneurology may be utilized if the PSC does not have a neurologist available to see the stroke patient in person.
 - b. An internal policy requiring Continuous Quality Improvement (CQI) review of each stroke patient seen by telemedicine.
3. All ISCs will staff the following positions in addition to those listed above:
 - a. An on-call neurointerventionalist
 - i. Available in person within 30 minutes of the acute stroke patient’s arrival to the emergency department, or in-hospital identification of an acute stroke patient.
 - b. An on-call neurosurgeon
 - i. Promptly available at all times.

Data Collection and Submission

All REMSA designated Stroke Centers will:

1. Participate in the California Stroke Registry (CSR).
2. Collect additional data as required by REMSA and/or the REMSA Stroke System Committee.
3. Submit quarterly data to REMSA on the last day of each January, April, July, and October; and upon request.