January 22, 2013

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street, Fifth Floor
Santa Cruz, CA. 95060

SUBJECT: DESIGNATION OF DOMINICAN HOSPITAL TO SERVE AS AN ST-SEGMENT ELEVATION MYOCARDIAL INFARCTION (STEMI) RECEIVING CENTER

Dear Members of the Board:

The Health Services Agency (HSA) recommends your Board ratify the attached revenue agreement with Dignity Health, doing business as Dominican Hospital, designating it as a ST-Segment Elevation Myocardial Infarction (STEMI) Receiving Center and providing for STEMI Receiving Center services. HSA Emergency Medical Services (EMS) program staff has conducted a comprehensive review of Dominican Hospital's policies, procedures, staffing, and site, and has confirmed that Dominican meets the STEMI Receiving Center standards as detailed in EMS Policy 1600 (see Attachment 1).

A STEMI occurs when there is a severe heart attack caused by a prolonged period of blocked blood supply that affects a large area of the heart. Patients suffering from this condition carry a substantial risk of disability and death and call for a quick response by many individuals and systems. STEMI is considered the most critical type of heart attack, yet when quickly recognized and treated, damage to the heart is reduced considerably.

Under the STEMI Receiving Center agreement, Dominican Hospital agrees to staffing levels appropriate for rapidly managing STEMI-identified patients, accepting and swiftly treating medic identified STEMI patients, and submitting regular reports to County EMS. The agreement formalizes existing arrangements that have been developed and piloted to implement the STEMI program and provides for EMS program oversight.

EMS oversight is required to permit deviation from the standard practice of transporting EMS patients to the closest hospital. Dominican Hospital agrees to an annual $15,000
fee to pay for the additional oversight required. This fee has been paid for fiscal year 2012-13 and this revenue is reflected in the current budget approved by your Board.

It is, therefore, RECOMMENDED that your Board ratify the attached revenue agreement with Dignity Health, doing business as Dominican Hospital, R941, in the amount of $15,000, which designates Dominican Hospital as a ST-Segment Elevation Myocardial Infarction (STEMI) Receiving Center and provides for STEMI Receiving Center services, and authorize the Health Services Agency Director to sign.

Sincerely,

Giang T. Nguyen
Health Services Agency Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

Attachments: Attachment 1: EMS Policy 1600; ADM-29; Agreement

Cc: Dignity Health
Emergency Medical Care Commission
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
    County Administrative Office
    Auditor Controller

FROM: Health Services Agency

BY: ____________________________ (Signature) 1/25/13 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement [ ] Revenue Agreement [X]

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health Services Agency - Public Health (Department/Agency) and Dignity Health, dba Dominican Hospital, 1555 Soquel Drive, Santa Cruz, CA 95065 (Name/Address)

2. The agreement will provide ST-Segment Elevation Myocardial Infarction (STEMI) Receiving Center services.

3. Period of the agreement is from July 1, 2012 to Until terminated

4. Anticipated Cost Is $ NA: Revenue of $15,000 per year [X] Fixed [ ] Monthly Rate [ ] Annual Rate [ ] Not to Exceed

Remarks:

5. Detail: [ ] On Continuing Agreements List for FY _____ - _____ Page CC-_____ Contract, No: R941 OR [X] 1st Time Agreement

  [ ] Section II No Board letter required, will be listed under Item 8
  [ ] Section III Board letter required
  [ ] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 362010 (Index) 2384 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Health Services Agency Director (Dept/Agency Head) to execute on behalf of the

Health Services Agency (Department/Agency)

Date: 1/31/13

By: ____________________________

County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I ____________________________ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 2/29/13.

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO Document No. JE Amount Lines H/TL Keyed By Date

TC110 Auditor Description Amount Index Sub object User Code
I. Criteria for 12-Lead ECG Acquisition

A. Chest pain /anginal equivalent symptoms
   1) Chest pain consistent with Acute Coronary Syndrome (ACS). Suspicion of ACS is primarily based upon patient history: chest discomfort, jaw pain, arm pain, neck pain, or other anginal equivalent symptoms.
   2) Be alert to patients likely to present with atypical symptoms or "silent AMIs": women, the elderly, and diabetics. Atypical symptoms may include non-pulmonary shortness of breath, syncope, dizziness, diaphoresis, nausea/vomiting, altered level of consciousness, severe fatigue.
   3) Patients with chronic SOB such as a COPD may be included if there are additional new symptoms such as dizziness, weakness, diaphoresis, nausea/vomiting or ALOC.

B. Consider 12-lead when the following conditions are present:
   1) Arrhythmias
   2) Cardiogenic pulmonary edema
   3) Cardiogenic shock
   4) Post cardiac arrest (ROSC)
   5) Age 80 or older with any type of medical complaint.

II. Acquire 12-Lead ECG as Indicated

A. See Policy 5900 - 12-Lead ECG Procedure
B. Document 12-Lead ECG acquired on PCR (A-12)

III. Criteria for Identifying a STEMI

A STEMI is indicated when 12-Lead ECG interpretation Indicates (***meets ST Elevation MI criteria***).
IV. Criteria for ECG Transmission/STEMI Center Communication

A. When ECG interpretation indicates an acute MI (***meets ST Elevation MI criteria***), transmit ECG to STEMI Receiving Center and make a verbal report to the receiving ED as soon as possible.

B. The verbal report to the STEMI Center will include the following:
   - ETA to the STEMI Receiving Hospital
   - Patient age and gender
   - Chief Complaint, including duration of complaint (PQRST)
   - Vital Signs
   - Significant physical findings
   - ECG interpretation (***meets ST Elevation MI criteria***)
   - Field treatments and response to treatments
   - Patient's cardiologist (if known)

C. Document transmission of ECG (T12)

V. Hospital Destination

A. All patients for whom the ECG meets ST Elevation MI criteria; the ECG shall be transmitted to the STEMI Receiving Center and the patient shall be transported directly to the STEMI Receiving Center. The STEMI Receiving Center will accept these patients except when experiencing an internal disaster or in the event there are no cardiac catheterization services available, regardless of ICU/CCU or ED status. If the STEMI Receiving Center has no cardiac catheterization services available, transport the patient to the closest ED.

B. All patients who have had an ECG that does not indicate acute ST Elevation MI will be transported to the local receiving hospital (Watsonville Community Hospital in South County, Dominican Hospital in North County) and it is not required that the ECG be transmitted.

C. When STEMI interpretation is less clear, ECG transmission is optional and will depend upon factors discussed in the Note below

D. Specifically, when paramedics in South County have an ECG that does not indicate STEMI, but still elect to transmit, they should transmit the patient's ECG to WCH and make verbal contact for medical direction regarding the transport destination.

E. ROSC STEMI patients from South County may be too unstable to transport directly to Dominican Hospital. Crews should evaluate the relative stability of the ROSC patient and call Dominican Hospital before transporting to verify Dominican staff agrees to accept the patient. Unstable ROSC patients in South County should be transported to WCH.

Note:

STEMI identification may be complicated by various ECG "imitators" or by various conditions such as left bundle branch block, paced rhythms, the presence of pericarditis, etc. In these instances, paramedics will depend on the clinical evaluation of the patient, and proceed with ECG transmission and radio contact with the local receiving hospital (Watsonville Community Hospital in South County, Dominican Hospital in North County) for clarification and guidance.
VI. Paramedic Documentation

A. When an ECG is acquired in the field, PCR documentation should reflect the findings of the ECG (A-12). When an ECG is transmitted to a hospital, PCR documentation should reflect this (T-12).

B. A copy of the field ECG will be attached to the TOC and delivered with the patient.

C. When an ECG is acquired in the field (whether or not the ECG indicates a STEMI), the verbal communication between the Paramedic Unit and the Base Hospital will be recorded for CQI purposes, even if the Base Hospital is not a STEMI Receiving Hospital.

D. No patient name is to be placed on the field ECG. Instead, use the patients initials (last name, First name) and the last 4 digits of the run number entered under ID number.
AGREEMENT FOR SERVICES
between
COUNTY OF SANTA CRUZ
and
DOMINICAN HOSPITAL
for
STEMI RECEIVING CENTER DESIGNATION

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Cruz, a political subdivision of the State of California (hereafter COUNTY) and Dignity Health d/b/a Dominican Hospital, (hereafter HOSPITAL) wherein the parties agree to provide and accept the services specified herein.

WHEREAS, COUNTY has implemented an Emergency Medical Services ("EMS") System consisting of an advanced life support (paramedic) system as part of its EMS System, pursuant to applicable sections of the Health and Safety Code; and

WHEREAS, once a County has elected to implement an advanced life support system, the Health and Safety Code requires that it comply with established policies and procedures governing system performance; and

WHEREAS, COUNTY wishes to assure the highest quality of care by directing ST Elevation Myocardial Infarction (STEMI) patients to facilities committed to meeting STEMI Receiving Center standards; and

WHEREAS, COUNTY conducted a comprehensive review of HOSPITAL STEMI policies and procedures, interviewed medical staff at the HOSPITAL and conducted a site review to confirm systems are in place that meet STEMI Receiving Center standards as outlined in EMS Policy 1601; and

WHEREAS, COUNTY found that HOSPITAL meets COUNTY STEMI Receiving Center standards as outlined in EMS Policy 1601; and

WHEREAS, HOSPITAL is willing to accept designation as a STEMI Receiving Center; and

WHEREAS, HOSPITAL, by virtue of the parties executing this Agreement, will be designated by COUNTY as a STEMI Receiving Center under the terms of the Agreement:

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

Definitions for the purposes of this Agreement:

a. "EMS Agency" means the County of Santa Cruz, Emergency Medical Services Agency.

b. "STEMI Patient" means a person evaluated by EMS qualified medical personnel (paramedic, physician, or nurse), as may be amended from time to time, and found to require STEMI Receiving Center Services.
c. "STEMI Care System" means an integrated prehospital and hospital program that is intended to direct patients with an identified ST Segment Elevation Myocardial Infarction directly to hospitals with cardiac catheterization laboratory specialized capabilities to promptly treat these patients.

d. "STEMI Audit Committee" means the multi-disciplinary peer-review committee, comprised of representatives from the STEMI Receiving Center and other professionals designated by the EMS Agency, which audits the STEMI Care System, makes recommendations for system improvements, and functions in an advisory capacity on other STEMI Care System issues. Committee members designated by the EMS Agency may include, but are not limited to, STEMI Receiving Center medical directors and program managers, representatives from other local hospitals, interventional and non-interventional cardiologists, emergency medicine sub-specialists, and representatives from ground and flight emergency services providers.

e. "STEMI Receiving Center" or "SRC" means a licensed general acute care facility meeting STEMI Receiving Center Standards, which has been designated as a STEMI Receiving Center by the EMS Agency.

f. "STEMI Receiving Center Services" means the customary and appropriate hospital and physician services provided by a STEMI Receiving Center to STEMI Patients which, at a minimum, meet STEMI Receiving Center Standards.

g. "STEMI Information System" means the computer information system maintained by the STEMI Receiving Center which captures the presentation, diagnostic, treatment and outcome data sets required by the EMS Agency and the STEMI Receiving Center Standards.

h. "STEMI Receiving Center Standards" means the standards applicable to the STEMI Receiving Center set forth in EMS Agency policies and procedures, as amended from time to time, including EMS Policy 1601.

1. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY: Giang T. Nguyen
Director, Health Services Agency
1080 Emeline Avenue
Santa Cruz, CA 95060

To HOSPITAL: Nanette Mickiewicz, M.D.
Hospital President
Dignity Health d/b/a/ Dominican Hospital
1555 Soquel Drive
Santa Cruz, CA 95065
or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

2. SCOPE OF SERVICES

A. HOSPITAL RESPONSIBILITIES

i. Provide STEMI Receiving Center Services to any STEMI Patient that comes to the emergency department of the HOSPITAL, regardless of the STEMI Patient's ability to pay physician fees and/or hospital costs. For the purpose of the Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C. § 1395dd) and the regulations promulgated thereunder (EMTALA). HOSPITAL acknowledges that COUNTY makes no representation, and does not guarantee that STEMI Patients will be delivered or diverted to HOSPITAL for care and cannot assure that a minimum number of STEMI Patients will be delivered to HOSPITAL during the term of this Agreement;

ii. Any subsequent transfer of a STEMI Patient by HOSPITAL must be in accordance with EMTALA;

iii. The STEMI Receiving Center will accept STEMI patients except when experiencing an internal disaster or in the event there are no cardiac catheterization services available, regardless of ICU/CCU or ED status in accordance with EMS Policy 1600.

iv. Comply with STEMI Receiving Center Standards set forth in EMS Policy 1601dated April 1, 2012, which has been provided to Hospital. HOSPITAL shall monitor compliance with STEMI Receiving Center Standards on a regular and ongoing basis. Documentation of such efforts shall be available to the EMS Agency upon request;

v. Maintain an adequate number of physicians, surgeons, equipment, and facilities needed to perform the services required under this Agreement;

vi. Provide all persons, employees, supplies, equipment and facilities needed to perform the services required under this Agreement;

vii. Notify the EMS Agency, in writing within twenty-four (24) hours of any failure to meet STEMI Receiving Centers Standards, and take corrective action within a reasonable period of time to correct the failure;

viii. Notify the EMS Agency of any circumstances that will prevent HOSPITAL from providing STEMI Receiving Center Standards within timeframes established by the EMS Agency;

ix. Comply with any EMS Agency plan of correction, regarding any failure to meet STEMI Receiving Center Standards, within the timeframes established by the EMS Agency;
x. 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 STEMI Patients. Assure that a Base Hospital Physician is available for each Advanced Life Support (ALS) call by radio or telephone in support of STEMI Patient care;

xi. Actively participate as a member of the STEMI Audit Committee for quality improvement (QI), and other such related committee that may, from time to time, be named and organized by the EMS Agency in support of system improvements;

xii. Provide American College of Cardiology (ACC) CathPCI data quarterly to County EMS Agency and provide concurrent STEMI case data, with data elements as prescribed by the ACC and to the extent allowed by HIPAA and applicable laws;

xiii. Collect data elements identified on Exhibit A attached hereto and provide such data to County EMS Agency to the extent allowed by HIPAA and applicable laws;

xiv. Maintain designation as a Base Hospital. Should HOSPITAL lose its designation as a Base Hospital, this Agreement shall automatically terminate.

B. COUNTY RESPONSIBILITIES

i. Monitor and review this Agreement annually to ensure all regulatory requirements are met and the system participants are compliant with state regulations and Santa Cruz County EMS Agency policies and procedures;

ii. To evaluate protocols, policies, and procedures for COUNTY’S Emergency Medical Services System, in compliance with applicable chapters of Title 22, and make appropriate changes as necessary. COUNTY shall notify HOSPITAL when it desires to adopt, change or modify the protocols, policies and procedures which affect STEMI patients. COUNTY and HOSPITAL shall cooperate in such process towards the goal of strengthening the EMS System. Should HOSPITAL wish to terminate the Agreement based on said policy changes, HOSPITAL shall have the right to deliver to COUNTY, within thirty (30) days after adoption, written notice of termination of this Agreement, which termination shall be effective thirty (30) days after such delivery to COUNTY, unless a later date is specified in the notice.

iii. May perform periodic site visits for the purpose of monitoring contract performance and compliance. COUNTY will notify HOSPITAL by telephone or in writing prior to visit.

iv. Provide opportunity for HOSPITAL representation on County CQI Committees that may, from time to time, be named and organized by the
EMS Agency in support of STEMI system improvements including the EMS Medical Executive Committee;

v. Provide HOSPITAL and/or the STEMI Audit Committee, prehospital system data related to STEMI care to the extent allowed by HIPAA and applicable laws;

vi. Participate in a consultant capacity to assist HOSPITAL in carrying out the terms, conditions, and intent of this Agreement;

vii. Maintain the EMS Agency Policy & Procedures Manual and provide updates to all EMS stakeholders on new or amended policies;

viii. Establish a STEMI Quality Improvement Committee, provide data to participating HOSPITAL and ensure industry standards are utilized to benchmark the success of the program;

ix. Strive to optimize the overall effectiveness of cardiac care and its individual EMS-related 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.

x. COUNTY warrants and represents that it is a "health oversight agency," as that term is defined under HIPAA and the data provided by HOSPITAL will be used by the COUNTY pursuant to such authority.

3. TERM

The initial term of this agreement shall be for the period of July 1, 2012 through June 30, 2013. This Agreement shall renew automatically from year to year each July 1, for an additional two years unless cancelled by either party pursuant to Section 12 of this Agreement.

4. FEES

HOSPITAL agrees to pay COUNTY for services provided under the terms of this Agreement: $15,000 for the initial services provided (fiscal year 2012-13) by the COUNTY for establishing the STEMI program and $15,000 annually thereafter, for maintaining the STEMI program.

This annual service charge shall be paid in full by July 15th of each year of this Agreement, beginning July 15, 2012. The initial payment of $15,000 shall be due upon execution of this Agreement.

5. INDEPENDENT ENTITIES

HOSPITAL and COUNTY acknowledge that they are independent entities and that each shall perform all of its services under this Agreement as an independent entity and not
as an employee of the other. HOSPITAL understands and acknowledges that neither HOSPITAL nor its employees shall be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

6. MEDICAL RECORDS

The parties shall maintain all patient medical records relating to patients in such form and containing such information as required by applicable laws. All medical records to be provided by one party to the other shall be provided according to, and the extent allowable under, applicable privacy and confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and all rules and regulations promulgated thereunder ("HIPAA") and the California Confidentiality of Medical Information Act.

7. CONFIDENTIALITY

HOSPITAL and COUNTY agree that information concerning patients shall be kept confidential and shall not be disclosed to any person except as authorized by law. HOSPITAL does not waive its right pursuant to Evidence Code, Sections 1157.1 et. seq. This confidentiality provision shall remain in effect notwithstanding any subsequent termination of the Agreement. COUNTY agrees that any patient specific medical information submitted to it by HOSPITAL shall be maintained in confidence. Further, COUNTY agrees it will use all reasonable diligence to prevent disclosure except to its necessary personnel. This obligation shall exclude material or information that is in the public domain for public use, publication, and general knowledge or the like. To the extent required and permitted by law and on receipt of reasonable prior written notice from COUNTY, HOSPITAL shall permit COUNTY to inspect and make copies of medical records of patients served hereunder.

8. MUTUAL INDEMNIFICATION

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

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

9. NONDISCRIMINATION

COUNTY hereby notifies HOSPITAL that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Cruz County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and HOSPITAL agrees to comply with said ordinance.

10. NONEXCLUSIVE AGREEMENT

HOSPITAL understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by HOSPITAL as the COUNTY desires.

11. ASSIGNMENT

HOSPITAL shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

12. TERMINATION

A. TERMINATION FOR CAUSE

In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. A material breach by either party may include failing to comply with the duties and responsibilities set forth in Section 2 of this Agreement.

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

B. TERMINATION WITHOUT CAUSE.

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

13. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

15. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

16. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
17. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective upon the date authorized by the Santa Cruz County Board of Supervisors.

COUNTY OF SANTA CRUZ

________________________________________
Susan A. Mauriello
County Administrative Officer

________________________________________
Giang T. Nguyen
Health Services Agency Director

APPROVED AS TO FORM:

________________________________________
By: John Marin
County Counsel

APPROVED AS TO RISK:

________________________________________
By: Mary Tergesen
Risk Manager
HOSPITAL

Nanette Mickiewicz, M.D.
Hospital President

Date: 10/19/12

SFO-113010
10/19/2012
Exhibit A,
STEMI Receiving Center Data Elements

All cases will include:
Date of incident
Receiving Center (SRC) identification
PCRNumber assigned to patient
Age of patient on day of arrival *
Gender of patient. *
Chief Complaint*
Time*
Location*
(* in the case of patient admitting from a STEMI Referral Hospital, the SRH will collect these elements.)
Cases will then be defined as either a Category 1, 2 or 3 as follows;

CATEGORY 1
For all patients arriving at a STEMI Receiving Center (SRC) by air or ground ambulance as a Field to SRC Transport
Time of Dispatch (from PCR)
Time On Scene – time treating paramedics arrived on scene (from PCR)
Time at patient – time treating paramedics at patient’s side (from PCR)
Time first ECG was performed in the field (from PCR)
Area of injury as printed on machine interpretation of prehospital ECG
EDMD or Cardiologist interpretation of prehospital ECG
Time of transport from scene to hospital begins (from PCR)
Time of arrival to Emergency Department (from PCR)
Time of arrival to Emergency Department (from hospital patient care record)
Time first ECG was done by SRC
Time first call made to cardiovascular team (CVL)
Time of arrival to Cath Lab
Time of first reperfusion by balloon/device in Cath Lab
Specific Infarct Related Artery
Date of discharge from hospital
Status at discharge (Alive, Dead)
Comments

CATEGORY 2
For all patients arriving at a STEMI Receiving Center (SRC) as an “Arrival by Other than Ambulance” (i.e.; private vehicle, walk-in, etc.)
Time of arrival to Emergency Department
Time first ECG was done by SRC
ECG Interpretation by ERMD or cardiologist
Time patient transported from ED to Cath Lab
Time of arrival to Cath Lab
Time of first reperfusion by balloon/device in Cath Lab
Specific Infarct Related Artery

SFO-113010
10/19/2012
Date of discharge from hospital
Status at discharge (Alive, Dead)
Comments

CATEGORY 3
For all patients arriving at a STEMI Receiving Center as a STEMI Referral Hospital (SRH) Transport
Time of arrival to Emergency Department at SRH
Time first ECG was done by SRH
Time of SRH’s first call for transport ambulance
Time of ambulance arrival to referring hospital
Time of patient departure from SRH to STEMI Receiving Center (SRC)
Time of ambulance arrival at SRC
Time of patient arrival at Cath Lab
Time of first reperfusion by Cath Lab
Infarct Related Artery
Date of discharge from hospital
Status at discharge (Alive, Dead)
Comments
(* additional data will have been collected by the STEMI Referral Hospital)