APPROVED: 12/2/14
BOARD OF FIRE COMMISSIONERS
BY:
COMMISSION EXECUTIVE ASSISTANT

December 2, 2014

LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

November 18, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-129

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND KAISER FOUNDATION HEALTH PLAN FOR PROVISION OF TARGETED-DESTINATION AMBULANCE SERVICES

FINAL ACTION:					
	X Approved		Approved w/Corrections		Withdrawn
	Denied		Received & Filed		Other

SUMMARY

The City Council established, by resolution, the Targeted-Destination Ambulance Services Revenue Trust Fund (Kaiser Fund) on May 17, 2000 (C.F. 00-0625, Ord. No. 173325).

This program resulted from the Los Angeles Fire Department (LAFD) and Kaiser Permanente (KP) developing an approach to improve the care of patients transported by the LAFD. The Targeted-Destination Ambulance Services Program (Program), as adopted, provides resources to the LAFD that enhance Paramedic services throughout the City and surrounding areas served by the LAFD. These enhancements are most often the procurement of modern equipment, specialized and advanced paramedic training, and leverage to grant programs that further paramedic resources. For example, the Program has provided newer, more advanced defibrillators on LAFD apparatus, the addition of Automatic External Defibrillators to LAFD field resources, and an increase in the number of Firefighters receiving Paramedic training.

Attached hereto is an Agreement negotiated between the LAFD and KP covering the period of September 1, 2014 through August 30, 2019 to continue the services of the Program.

The new Agreement provides payment at a rate of $141.67 per transport, beyond the payment of regular ambulance fees, with a 1.5% increase each following year of the Agreement.

The Department expects to receive an estimated $800,000 to $1 million in revenue annually, which will be deposited into the Kaiser Fund.

RECOMMENDATIONS

That the Board:

1. Authorize the Fire Chief, subject to the approval of the City Council and Mayor, to execute the attached draft Agreement between the Los Angeles Fire Department and Kaiser Permanente Foundation for provision of Targeted-Destination Ambulance Services, subject to approval of the City Attorney as to legal form; and

2. Forward this Agreement to the City Council and Mayor's Office in accordance with the Los Angeles Administrative Code Section 10.5.b.(2) and Mayor's Executive Directive No. 3, respectively.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund.

Funds received from Kaiser Permanente Foundation under this Agreement will be deposited into Department 38, Fund 335, Account 38900G (Targeted-Destination Ambulance Services Revenue Trust Fund).

Board report prepared by William R. Jones, Senior Management Analyst II, Administrative Services Bureau.

Attachment

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND KAISER FOUNDATION HEALTH PLAN FOR PROVISION OF TARGETED-DESTINATION AMBULANCE SERVICES

CITY OF LOS ANGELES CONTRACT NO. _____
KAISER PERMANENTE AGREEMENT NO. PS-14007

This Agreement, dated as of September 1, 2014, is entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Los Angeles Fire Department, hereinafter referred to as the "Department," and Kaiser Foundation Health Plan Inc., a California nonprofit public benefit corporation.

WHEREAS, Kaiser Foundation Health Plan, Inc. and its affiliated health plans (collectively, "KP") operate and administer health care benefit plans and provide or arrange for the provision of medically necessary health care services to persons who are entitled, at the time services are rendered, to receive services pursuant to the health care benefit plans (collectively, "Members"); and

WHEREAS, the Department constantly seeks to provide the highest quality service to the citizens of Los Angeles; and

WHEREAS, the Department's current protocol requires that patients be transported in response to "911" telephone calls be taken to the nearest or most accessible and appropriate emergency department; and

WHEREAS, this protocol from time to time allows patients who are Members to be re-transported to a KP facility; and

WHEREAS, KP and the Department agree that patients who are Members, and who are not in extremis or otherwise unstable, would benefit from being transported directly to a KP facility rather than to the nearest hospital emergency department and then to a KP facility; and

WHEREAS, Section 22.210.2(c) of the Los Angeles Administrative Code authorizes the Fire Chief to provide ambulance transport services to members of pre-paid health plans for the purpose of providing patient transportation directly to their designated hospitals; and

WHEREAS, Section 22.210.2(f) of the Los Angeles Administrative Code authorizes the Chief to set rates on an annual basis for providing ambulance transport

services, including ambulance transport services to members of pre-paid health plans for the purpose of providing patient transportation directly to their designated hospitals; and

WHEREAS, KP and the Department previously entered into a written agreement (Agreement No. C-121531, dated December 4, 2012) setting the terms and conditions of the Department's provision of targeted destination transport services, which agreement was intended to be in effect until August 31, 2014; and

WHEREAS, this Agreement is intended to replace and supercede the parties' earlier agreement (Agreement No. C-121531) regarding the Department's provision of targeted destination transport services, and from and after the effective date hereof, the earlier agreement shall be of no force and effect and the terms and conditions set forth herein shall apply; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which KP will compensate the Department for targeted destination transport services at its then-current set rate, which compensation shall be separate from and in addition to any other applicable ground medical transport charges payable to the Department; and

WHEREAS, the Department shall deposit the compensation received under this Agreement into a separate special fund (known as the "KP Fund") used to enhance the Department's abilities to provide emergency medical services for all patients the Department treats and transports to all area hospitals and emergency departments; and

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SERVICES.

Subject to the eligibility criteria specified below, the Department shall use best efforts to transport eligible Members to a facility operated by KP or an organization affiliated with KP in lieu of transporting such Members to the nearest hospital emergency department (the "Services"). Whether a Member is eligible to be transported as provided herein will be determined by the following factors: (i) consent of the Member; (ii) evidence that the Member is a member of KP; (iii) a determination that the Member is not in extremis or otherwise in an unstable condition, which determination shall be made by the Department's medical personnel; (iv) the number of requests for the Department's emergency services at the time transport is requested; and (v) criteria of the Department's Medical Priority Dispatch System. At all times, the decision to transport a Member to a KP facility, rather than the nearest or most accessible facility, will be at the sole

discretion of the Department and in accordance with any of its applicable policies.

2. LICENSURE, ACCREDITATION AND CERTIFICATION.

During the term of this Agreement, the Department and its employees and agents, and their equipment shall hold in good standing all licenses, certifications, and approvals required or customarily held to render ground medical transport services and shall not be identified on any federal list of sanctioned or excluded entities and individuals, including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General and Office of Foreign Assets Control (or their successors).

3. COMPLIANCE WITH LAWS.

The Department shall comply with all laws, rules, and regulations affecting the Department's Services, including, without limitation, those laws and regulations set forth in Exhibit A (Federal Program Compliance and Federal Employee Health Benefits Program) and Exhibit B (Los Angeles County Department of Health Services Compliance, 502Patient Destination, and 503 – Guidelines for Hospitals Requesting Diversion of ALS Patients) attached hereto and incorporated herewith.

4. COMPLIANCE WITH POLICIES.

The Department shall cooperate and comply with the then-current policies and procedures of KP that relate to this Agreement of which the Department knows or reasonably should have known including, but not limited to: (1) quality improvement/management; (2) utilization management and referral processes; (3) claims payment; (4) member grievances; (5) provider credentialing; and (6) electronic transmission of data (collectively, the "Policies"). The Policies include those policies and procedures set forth in manuals, bulletins, and newsletters, whether made available by postal mail, electronic mail, web site, or other media. The Policies may be modified by KP from time to time, but no Policy change will be retroactive without the express consent of the Department. In the event of any inconsistency between a Policy and this Agreement, this Agreement shall prevail.

5. COMPENSATION.

Subject to the terms of this Agreement, and separate from and in addition to any treatment and transport fees that may be payable to the Department for its provision of ground medical transportation, KP shall pay the Department a flat program fee of $139.58 (the "Program Fee"), established on September 1, 2013,

for each Member transported three (3) or more miles to a KP facility when the closest or otherwise intended hospital emergency department is other than a KP facility. The Department agrees to accept such amount as payment in full for all Services provided to Members under this Agreement. The Program Fee will be subject to adjustment on each anniversary of the effective date of this Agreement, as provided in Section 9 hereof. Payment of the Program Fee shall not be required for those instances where a KP facility is the closest facility to the incident location.

The Department shall submit invoicing data electronically each month to Kaiser. The invoice will provide an itemization, listing each Kaiser member's name, their membership number, the incident address, the targeted Kaiser facility, the mileage, the date of service, and the diagnosis code. Kaiser agrees to make payment to the Department within sixty (60) days of receipt of an appropriate invoice.

6. MEMBER HOLD HARMLESS.

The Department shall not, and shall not permit any of its subcontractors, agents or third parties within its control to, in any event including, but not limited to, nonpayment by or insolvency of KP or breach of this Agreement, bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against any Member, property of a Member, person acting on the Member's behalf, state Medicaid plan, or any person other than KP for Services provided under this Agreement. The terms of this Section shall survive the termination or expiration of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of Members, and shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between the Department and the Member or persons acting on the Member's behalf.

7. DISBURSEMENT OF FUNDS.

The Department will utilize funds received from KP to enhance the Department's emergency medical services program for the community.

8. ADMINISTRATIVE SUPPORT FUNDS

KP acknowledges that the Department has advised it that it may, at its discretion, utilize up to 0.15 cents of each dollar collected to fund additional staffing and equipment (beyond the scope of the City's General Fund Budget) that directly supports Paramedic Enhancements of the Department. The Department shall be responsible for any changes required to the City Ordinance allowing this change.

9. PERFORMANCE DATA.

The Department agrees to provide performance data related to the Members transported under this Agreement to KP the 15th of the month following the conclusion of each quarter, beginning October 15, 2014, and provide subject matter experts to review the performance data with KP representatives. The Department recognizes the need for KP to have performance data that provides the KP with information that allows for the proper evaluation of the targeted destination program and opportunities for both the Department and KP to enhance the overall success. This data may be used by the Department and KP to collaboratively develop practices and policies that improve EMS patient care throughout the Los Angeles region. This performance data may not be used by either party to alter the conditions by which Members are transported to hospital facilities as outlined in Section 1, above. Performance data may not be shared with any third party, unless this agreement is so amended in writing.

10. ANNUAL ADJUSTMENT.

Effective on September 1, 2014 and on each September 1 thereafter during the term of this Agreement, the flat program fee shall be increased by one and one half percent (1½%), unless the parties otherwise agree in writing.

11. TERM OF AGREEMENT.

The term of this Agreement shall commence effective as of September 1, 2014, and shall terminate on August 31, 2019, unless terminated earlier as provided herein.

12. EVALUATION.

At the end of each fiscal year during the term of this Agreement, the program will be evaluated by both parties. The Department agrees to meet with KP on a regular basis, no less than quarterly, for the period September 1, 2014 to June 30, 2019 to evaluate the Department's electronic Patient Care Record system (ePCRs) to determine if there is significant changes in the new system.

13. TERMINATION.

Either party may terminate the Agreement, with or without cause, during the term set forth above, upon sixty (60) days prior written notice to the other party.

14. RATIFICATION CLAUSE.

Due to the need for the Department's "9-1-1" services to be provided continuously on an ongoing basis, whereas the Department may have provided the Services contemplated by this Agreement prior to the execution of this

Agreement. The parties agree that any Services provided by the Department during the term of this Agreement (as stated in Section 11 hereof) but prior to its execution shall be subject to the terms and conditions of this Agreement.

15. AFFIRMATIVE ACTION AND NONDISCRIMINATION

The Department shall provide services to members of KP without discrimination on account of race, ethnicity, sex, gender, color, religion, creed, sexual orientation, gender identity, national origin, age, disability, veteran's status, health status, physical or mental disability, genetic information, marital status, income, source of payment, participation in a government program, evidence of insurability, medical condition, conditions arising out of acts of domestic violence, status as a member, or other status protected by applicable laws. The Department recognizes that KP, as a federal government contractor, is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action which may also be applicable to subcontractors. The Department, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which may include the following, without limitation:

a. The nondiscrimination and affirmative action clauses are contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

b. The utilization of small and minority business concerns clauses are contained in: the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H, relative to the utilization of minority business enterprises, small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, in the performance of contracts awarded by federal agencies.

c. The utilization of labor surplus area concerns clauses are contained in: the Small Business Act, as amended; Executive Order 12073; 20 CFR Part 654, Subpart A; and the FAR at 48 CFR Chapter 1, Part 20 of Subchapter D and

Part 52 of Subchapter H, relative to the utilization of labor surplus area concerns in the performance of government contracts.

The Department agrees to comply with and be bound by each of the applicable clauses referred to in this Section 15, in the event they are applicable to a municipal government entity, and recognizes that in the event of its failure to comply with such applicable clauses, rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part upon written notice by KP.

16. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12).

KP, its subcontractors, and their principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at $100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least $100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles Contract No. _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at http://ethics.lacity.org/ or by calling 213/978-1960.

17. ACCESS TO BOOKS OF DEPARTMENT

If this Agreement is determined to be subject to the provisions of Section 952 of P.L. 96-499, which governs access to books and records of contractors of services to Medicare providers where the cost or value of such services under the contract exceeds $10,000 over a twelve (12) month period, then the

Department agrees to permit representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General to have access to this Agreement and books, documents and records of the Department, as necessary to verify the costs of this Agreement in accordance with criteria and procedures contained in applicable federal regulations.

The Department agrees to permit KP representatives and representatives of the Secretary of the Department of Health and Human Services and of the Comptroller General access to books and records related to this Agreement, provided that reasonable notice is given and that such inspection will occur during regular business hours.

18. RECORDS AND CONFIDENTIALITY

a. Maintenance of Records. The Department shall maintain both business and clinical books, charts, documents, papers, reports and records related to Services provided to Members; the cost thereof; the financial condition of the Department; the appropriate utilization of Services; and the documentation of the credentials and privileges of the individuals, organizations, institutions, and facilities providing Services under this Agreement in accordance with (1) applicable requirements of law, government, and accrediting authorities; (2) general industry standards; and (3) the Policies. The Department shall preserve these records for the longest of: seven years from the termination or expiration of this Agreement or the period of time required by law and the contracts to which KP is bound. This Section shall survive the termination or expiration of this Agreement.

b. Medical Records. The Department shall maintain all patient records related to Services provided to Members in such form and containing such information as required by applicable law, government and accrediting authorities. Medical records shall be maintained in a manner that is current, detailed, legible, organized, and permits effective and confidential patient care data and quality review by the Department and KP pursuant to their quality improvement programs. Medical records shall be maintained in a physical location, which is accessible to the Department, KP, and government and accrediting authorities. Upon request, within the time frame requested, and without charge, the Department shall provide to KP and government and accreditation authorities copies of the medical records of Members. The Department shall maintain the confidentiality of all medical records of Members in accordance with the requirements of applicable law, government and accrediting authorities, particularly the requirements relating to the maintenance and disclosure of records received or acquired by federally assisted alcohol or drug programs.

Medical records shall be maintained by the Department for the periods required by applicable laws, but in no event less than 7 years from termination or expiration of this Agreement. The Department shall not permit any access, use or disclosure of Member protected health information by or to any person not located in the United States or subject to the jurisdiction of a United States court. This Section shall survive termination or expiration of this Agreement.

c. Access to Records. The Department shall maintain and provide, without charge, any and all data, information, or records required by KP, applicable law or governmental or accrediting authorities (1) for the administration of KP, (2) to determine the Department's compliance with the terms of this Agreement and the Department's own policies and procedures, or (3) the accuracy of amounts billed by and paid to the Department KP for Services. In addition, the Department shall allow KP and its designees access to the Department's quality assurance and quality improvement and utilization management information concerning Services provided to Members and shall provide for timely access by Members, KP, and their designees to Member medical records and other relevant information. The Department shall submit or provide to KP or the government or accrediting authority access to such data, information, or records as reasonably requested by KP and shall in good faith cooperate with audit personnel and make available all records reasonably requested for audit purposes upon reasonable advance notice. This Section shall survive the termination or expiration of this Agreement

d. Covered Entities. The Department acknowledges and agrees that this Agreement and certain data exchanged hereunder may be subject to the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), the Health Information Technology and Economic and Clinical Health Act (42 USC 300(j)), and all implementing regulations (collectively, "HIPAA"). The Department further acknowledges and agrees that it is a "Covered Entity" as defined by HIPAA, and that it shall comply with all relevant HIPAA requirements. To the extent the Department and KP have executed a Business Associate Agreement prior to the date of this Agreement, the parties hereby agree that when this Agreement is executed, the Business Associate Agreement (if any) shall automatically terminate and be of no further force and effect.

19. INSURANCE AND INDEMNIFICATION

a. Insurance. The Department shall at all times maintain, at its sole cost and expense, adequate professional liability and comprehensive general liability and property damage, and automobile liability insurance, which

shall name KP as an additional insured or loss payee. The Department shall also maintain workers' compensation insurance and unemployment insurance to the extent required by law. The Department shall also cause each professional providing patient care services to Members to be covered by adequate professional liability insurance as required by the Policies. The insurance coverage requirements set forth in this Agreement may be wholly or partially satisfied by a program of self-insurance; provided, however, that such self-insurance program shall be adequately funded in accordance with sound actuarial principles to KP's satisfaction. If any of these policies provide for deductibles, deductible amounts shall be consistent with deductible amounts common and customary for comparable policies of insurance. The Department shall provide evidence of coverage to KP at any time upon reasonable request.

b. Indemnification. The Department on the one hand, and KP on the other hand, agree to defend, indemnify, and hold harmless each other and each of their officers, trustees, directors, managers, shareholders, partners, members, employees, and affiliates from and against any and all claims, loss, damages, liability, judgments, settlements, obligations, costs, and expenses (including reasonable attorneys' fees) for or in connection with injury (including death) or damage to any person or property or other liability to the extent resulting from or a consequence of the negligent act or failure to act or willful misconduct of the indemnifying party and its respective officers, trustees, directors, managers, shareholders, partners, members, employees, affiliates, subcontractors, or agents.

20. NO THIRD PARTY BENEFICIARIES.

With the exception of Section 6 (Member Hold Harmless), which shall be construed to be for the benefit of Members, nothing in this Agreement shall be construed to give any person or entity other than the Department or KP any benefits, rights or remedies. No action to enforce the terms of this Agreement may be brought by any person or entity other than the Department or KP.

21. NOTICE.

All notices provided under this Agreement shall be in writing, signed by an authorized signatory, and shall be deemed given upon receipt if sent to the addresses listed below as follows: (1) personally delivered; (2) sent by United States Postal Service, postage prepaid, certified, and return receipt requested; or (3) sent by a commercial service with proof of delivery. Any party may change its address for notice purposes by written notice to the other party.

If to the Department:

Ralph M. Terrazas
Fire Chief
200 N Main Street, Room 1800
Los Angeles, CA 90012

with copy to:

Bill Jones
Contracts & Grants Manager
200 N. Main Street, Room 1635
Los Angeles, CA 90012

If to KP:

Calvin C. Dong
Director
SCAL Ambulance Operations
12254 Bellflower Boulevard
Downey, CA 90242

21. ENTIRE AGREEMENT.

This Agreement constitutes the complete understanding and agreement between the parties as to its subject matter.

********** SIGNATURE PAGE FOLLOWS **********

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES, a California Municipal Corporation

By _____
RALPH M. TERRAZAS
Fire Chief

Date _____

KAISER FOUNDATION HEALTH PLAN, a a California Nonprofit Public Benefit Corporation

By _____
Nirav R. Shah, MD, MPH
SR. VP and CFO
Clinical Operating Officer for Clinical Operations
Kaiser Foundation Health Plan/Hospital
Southern California Region

Date _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By _____
ANTHONY-PAUL DIAZ
Deputy City Attorney

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Deputy City Clerk

Date _____

Exhibit A
Federal Program Compliance

Medicare

KP and/or its affiliates are required to include the provisions in this Exhibit in any subcontracts. In addition to all other obligations and rights set forth in this Agreement, the Department shall comply with the following provisions with respect to Members who are enrolled in a Medicare Advantage or Medicare Cost Program. While this Exhibit and the Agreement are intended to complement one another, should there be an irreconcilable conflict between them, this Exhibit shall control as to issues arising from Services rendered to Members enrolled in a Medicare Advantage or Medicare Cost Program.

1. **Medical Records.** [42 CFR §422.118)] The Department shall (a) abide by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (b) ensure that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas; (c) maintain medical records and information in an accurate and timely manner and for ten years after termination or expiration of this Agreement or the date of completion of any audit, whichever is later; and (d) ensure timely access by Members to the records and information that pertain to them.

2. **Prompt Payment.** [42 CFR §422.520(b)] The Department shall be paid for Services rendered to Members within the lesser of 30 days of receipt of a properly submitted, supported and undisputed claim or the time period set forth in this Agreement.

3. **Member Hold Harmless.** [42 CFR §422.504(g)(1)(i)&(i)(3)(i), §422.105(a)] The Department agrees that in no event including, but not limited to, nonpayment by or insolvency of KP or breach of this Agreement, shall the Department bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against a Member or a person acting on behalf of a Member for fees that are the legal obligation of KP. This Section 3 shall be construed in favor of the Member as an intended third party beneficiary. It shall survive the termination of the Agreement, the insolvency of KP or its affiliates, and shall supersede any oral or written agreement between the Department and a Member.

4. **Continuation of Benefit.** [42 CFR §422.504(g)(2)] In the event of the termination or expiration of this Agreement, KP or its affiliates' insolvency, or other cessation of business, the Department shall continue to provide Services for all Members through the period for which premium was paid. This Section 4 shall be

construed in favor of the Member as an intended third party beneficiary. It shall survive the termination of the Agreement, the insolvency of KP or its affiliates, and shall supersede any oral or written agreement between the Department and a Member.

5. **Audit and Inspection.** [42 CFR §422.504(e)(4)&(i)(2)] The Department of Health and Human Services, the U.S. Comptroller General, or their designees have the right to inspect, evaluate, and audit any pertinent facilities, contracts, books, documents, papers, and records of the Department involving transactions related to KP or its affiliates' Medicare contracts during the period of this Agreement and for ten years after termination or expiration of this Agreement or the date of completion of any audit, whichever is later. The Department shall retain such contracts, books, documents, papers, and records for such period.

6. **Accountability and Delegation.** [42 CFR §422.504(i)(3)&(4)] KP shall only delegate activities or functions to the Department pursuant to a written delegation agreement in compliance with 42 CFR §422.502(i)(4)&(5), which require, among other things, a covenant of the Department that it will comply with all applicable Medicare laws, regulations, and CMS instructions. To the extent KP delegates any functions for which it is responsible, KP shall retain the right to monitor performance of the delegated functions and to revoke such delegation KP or CMS determines that performance is unsatisfactory. If KP delegates the selection of providers, such Health Plan retains the right to approve, suspend or terminate any such selection.

7. **Exclusion.** [42 CFR §422.752(a)(8) and §422.204(b)(4)] The Department represents that (a) it is not excluded from participation in Medicare under Sections 1128 or 1128A of the Social Security Act, (b) it does not knowingly employ or contract with an individual or entity so excluded, and (c) no practitioner providing services to a Member has opted out of Medicare. This representation shall be continuing throughout the term of this Agreement and the Department shall promptly notify KP if such representation can no longer be made.

8. **Certification of Data.** [42 CFR §422.504(l)(3)] The chief executive officer of the Department, the chief financial officer, or an individual delegated the authority to sign on behalf of one of these officers, shall certify from time to time, as requested by KP, that the encounter data and other data supplied by the Department are accurate, complete and truthful (based on their best knowledge, information, and belief).

9. **Termination.** [42 CFR §422.202(d)(4), §422.506(b), and §422.510] If the Agreement may be terminated without cause, the minimum period of notice shall be at least 60 days, but shall be greater if provided in the Agreement. If a Medicare Advantage contract between an affiliate of KP and CMS is terminated or not renewed, this Agreement will be terminated as to those Medicare Advantage Members, unless

CMS determines otherwise (and KP agrees). If the Department provides primary care services to Members, the Department shall provide at least 30 days notice before terminating the Agreement.

10. **Access to Books and Records.** [42 USC §1395x(v)(1)(I)] If this Agreement is determined to be subject to the provisions of 42 USC §1395x(v)(1)(I), which governs access to books and records of contractors providing services to Members, the Department agrees to permit representatives of the Secretary of the U.S. Department of Health and Human Services and the U.S. Comptroller General to have access to this Agreement and to the books, documents, and records of the Department, as necessary to verify the costs of this Agreement in accordance with criteria and procedures contained in applicable federal regulations.

11. **Advanced Directives.** [42 CFR §422.128(b)(1)(ii)(E)&(F)] The Member's medical record shall reflect, in a prominent part, whether or not the Member has executed an advance directive. The Department may not condition the provision of care or otherwise discriminate against a Member based on whether or not the Member has executed an advanced directive.

12. **Compliance.** [42 CFR §422.504(i)&(j)] The Department shall comply and shall require any subcontractors providing services to Medicare Members, to comply with all applicable Medicare laws and regulations (including without limitation those designed to prevent or ameliorate fraud, waste and abuse), with CMS instructions, with the Policies, and with applicable contractual obligations under Medicare contracts, as amended from time to time. The Department shall cooperate, assist and provide information, as requested by KP, for KP's compliance with Medicare requirements.

13. **Credentialing.** [42 CFR §422.504(i)(4)(iv) and 422.204] The Department agrees to cooperate with KP and/or its affiliates' credentialing process for providers rendering services to Medicare Members (including recredentialing at least every 3 years) or allow KP to access, approve and audit the Department's credentialing process.

14. **Access to Services.** [42 CFR §422.112(a)(1),(7),(8), §422.110(a) and §422.206(a)(2)] Services shall be available and accessible in a timely manner, during hours of operation convenient to the population served, and in a manner that does not discriminate against Members. The Department shall not discriminate against Members on the basis of health status (including medical condition, claims experience, receipt of health care, medical history, genetic information, evidence of insurability, conditions arising out of acts of domestic violence and disability), race, ethnicity, national origin, religion, sex, age, mental or physical disability, sexual orientation, or source of payment. Information about treatment options shall be provided to Members in a culturally

competent manner, including the option of no treatment, and with appropriate assistance for Members with limited communication skills and disabilities.

15. **Quality Assurance.** [42 CFR §422.152] The Department shall participate in and cooperate with KP's quality assurance and improvement programs, including cooperating with any independent or external review organization retained by KP as part of its quality assurance and improvement programs.

16. **Subcontractors.** [42 CFR §422.504(i)(3)] If the Department provides services to Members through a subcontractor, the Department shall require such subcontractor to provide services to Members consistent with KP's contractual obligations.

Federal Employee Health Benefits Program

KP and/or its affiliates (collectively, "Health Plans") have entered into contracts with the U.S. Office of Personnel Management ("OPM") to provide or arrange health care services for persons enrolled in the Federal Employees Health Benefits Program ("FEHBP"). OPM requires Health Plans to include the provisions in this Exhibit in any subcontracts. In addition to all other obligations and rights set forth in this Agreement, the Department shall comply with the following provisions with respect to Members who are enrolled in FEHBP. While this Exhibit and the Agreement are intended to complement one another, should there be an irreconcilable conflict between them, this Exhibit shall control as to issues arising from services rendered to FEHBP Members.

1. **Service Obligations.** [FEHBP Contract §§1.9, 1.11, 1.20, and 1.27] The Department and its health care providers shall cooperate with Health Plan's quality standards, implementation of patient safety improvement programs, and disaster recovery plan and assist Health Plan with collection of data for quality assurance records.

2. **Hold Harmless.** [FEHBP Contract §2.9] In the event of (a) insolvency of Health Plan or of the Department, or (b) Health Plan's or the Department's inability to pay expenses for any reason, the Department shall not look to Members for payment, and shall prohibit health care providers from looking to Members for payment.

3. **Billing and Payment.** [FEHBP Contract §§2.3(g), 2.6(b), and 2.11] The Department shall cooperate with Health Plan in the performance of its obligations under the FEHBP Contract to administer and coordinate benefits, pay claims and recoup erroneous payments (for which no time limit applies to such recoupments). The Department shall submit claims on the appropriate CMS 1500 form or UB-04 form and shall make all reasonable efforts to submit claims electronically.

4. **Termination of FEHBP Contract.** [FEHBP Contract §4.59] If an FEHBP Contract is terminated by OPM, the Agreement and all subcontracts shall be terminated with respect to FEHBP Members, and the parties shall assign to the government, as directed by OPM, all right, title, and interest of Health Plan under the Agreement and subcontracts terminated.

5. **Continuation of Care.** [FEHBP Contract §1.24] In the event Health Plan terminates its FEHBP contract with OPM or terminates this Agreement other than for cause, or in the event Health Plan terminates its participating plan agreement with the Department other than for cause, the Department and Health Plan agree that specialized care (if any is provided under this Agreement) shall continue to be rendered

and paid under the terms of this Agreement for those Members who are undergoing treatment for a chronic or disabling condition or who are in the second or third trimester of pregnancy for up to 90 days, or through their postpartum period, whichever is later. The Department shall also promptly transfer all medical records to the designated new provider during or upon completion of the transition period, as authorized by the Member and shall give all necessary information to Health Plan for quality assurance purposes.

6. **Confidentiality.** [FEHBP Contract §1.6(b)] The Department shall hold confidential all medical records of Members, and information relating thereto, except (a) as may be reasonably necessary for administration of the FEHBP Contract, (b) as authorized by the Member or his or her guardian, (c) as disclosure is necessary to permit government officials having authority to investigate and prosecute alleged civil or criminal actions, (d) as necessary to audit the FEHBP Contract, (e) as necessary to carry out the coordination of benefit provisions of the FEHBP Contract, and (f) for bona fide medical research or educational purposes (only if aggregated).

7. **Maintenance and Audit of Records.** [FEHBP Contract §§5.7 and 48 CFR §§2.101, 52.215-2] OPM and other government officials have the right to inspect and evaluate the work performed or being performed under the FEHBP Contract, records involving work or transactions related to the FEHBP Contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If government officials or their authorized representatives request access, inspection or evaluation of such the Department records or premises, the Department shall cooperate by providing access to records and facilities until six years after final payment or settlement under the FEHBP Contract.

8. **Notice of Significant Events.** [FEHBP Contract §1.10 and 48 CFR §1652.222-70] The Department agrees to notify Health Plans of any Significant Event within seven business days after the Department becomes aware of it. A "Significant Event" is any occurrence or anticipated occurrence that might reasonably be expected to have a material effect upon the Department's ability to meet its obligations under the Agreement.

9. **Compliance.** [FEHBP Contract §§1.20, 5.5, 5.47, and 5.56 and 48 CFR 52.203.7] the Department and Health Plans shall comply with the Health Care Consumer Bill of Rights (at http://www.opm.gov/insure/archive/health/cbrr.htm), as amended from time to time. the Department and its health care providers shall comply with the Anti-Kickback Act and its implementing regulations and shall not pay any person for influencing or attempting to influence a government entity or employee. Health Plans shall not be liable for payment to the Department for services rendered by a provider debarred, excluded or suspended from participation in any federal program. In addition, as requested, the Department shall cooperate with, assist, and provide

information to a Health Plan as needed for Health Plan's compliance with all FEHBP Contract requirements.

10. **Health Information Technology.** [FEHBP Contract §1.27] As the Department implements, acquires, or upgrades health information technology systems, it shall use reasonable efforts to utilize, where available, certified health information technology systems and products that meet interoperability standards recognized by the Secretary of Health and Human Services ("Interoperability Standards"), have already been pilot tested in a variety of live settings, and demonstrate meaningful use of health information technology in accordance with the HITECH ACT. the Department shall also encourage its subcontracted providers to comply with applicable Interoperability Standards.

11. **Licensure and Other Credentials.** [FEHBP Contract §1.9(f)] The Department shall require that all physicians providing services to Members comply with Health Plan's credentialing requirements.

Exhibit B

Los Angeles County Department of Health Services Compliance

Reference No. 502 – Patient Destination

Reference No. 503 – Guidelines for Hospitals Requesting Diversion of ALS Patients

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

(EMT, PARAMEDIC, MICN)

SUBJECT: **PATIENT DESTINATION** REFERENCE NO. 502

PURPOSE: To ensure that 9-1-1 patients are transported to the most appropriate facility that is staffed, equipped, and prepared to administer emergency and/or definitive care appropriate to the needs of the patient.

AUTHORITY: Health and Safety Code, Division 2.5, Section 1797.220
California Code of Regulations, Title 13, Section 1105 (c)

PRINCIPLES:

1. 9-1-1 patients shall ordinarily be transported to general acute care hospitals with a basic emergency department permit. Transport to other medical facilities (hospitals with a stand-by permit, clinics and other medical facilities approved by the EMS Agency) shall be performed only in accordance with this policy.

2. In the absence of decisive factors to the contrary 9-1-1 patients shall be transported to the most accessible medical facility equipped, staffed, and prepared to receive emergency cases and administer emergency care appropriate to the needs of the patient.

3. The most accessible receiving (MAR) facility may or may not be the closest facility geographically. Transport personnel shall take into consideration traffic, weather conditions or other similar factors, which may influence transport time when identifying which hospital is most accessible.

4. The most appropriate health facility for a patient may be that health facility which is affiliated with the patient's health plan. Depending upon the patient's chief complaint and medical history, it may be advantageous for the patient to be transported to a facility where they can be treated by a personal physician and/or the individual's personal health plan and where medical records are available.

5. ALS units utilizing Standing Field Treatment Protocols (SFTPs) shall transport patients in accordance with this policy.

6. Patients shall not be transported to a medical facility that has requested diversion due to internal disaster.

7. Notwithstanding any other provision of this reference and in accordance with Reference No. 503, Guidelines for Hospitals Requesting Diversion of ALS Patients, final authority for patient destination rests with the base hospital handling the call. Whether diversion requests will be honored depends on available system resources.

APPROVED: Director, EMS Agency Medical Director, EMS Agency

POLICY:

I. Transport of Patients by EMT Personnel

A. EMT personnel shall transport 9-1-1 patients deemed stable and requiring only basic life support (BLS) to the MAR regardless of its diversion status (exception: internal disaster). For pediatric patients, the MAR is considered to be the most accessible Emergency Department Approved for Pediatrics (EDAP). For perinatal patients, the MAR is considered to be the most accessible perinatal center.

B. EMT personnel may honor patient requests to be transported to other than the MAR provided that the patient is deemed stable and requires basic life support measures only and the ambulance is not unreasonably removed from its primary area of response.

C. In life-threatening situations (e.g., unmanageable airway or uncontrollable hemorrhage) in which the estimated time of arrival (ETA) of the paramedics exceeds the ETA to the MAR, EMTs should exercise their clinical judgement as to whether it is in the patient's best interest to be transported prior to the arrival of paramedics.

D. EMT personnel may immediately transport hypotensive trauma patients with life-threatening, penetrating injuries to the torso to the closest trauma center, not the MAR, when the transport time is less than the estimated time of paramedic arrival. The transporting unit should make every effort to contact the receiving trauma center.

E. EMT personnel may transfer care of a patient to another EMT team if necessary.

II. Transport of Patients by Paramedic Personnel

A. Patients should be transported to the MAR unless:

1. The base hospital determines that a more distant hospital is more appropriate to meet the needs of the patient; or

2. The patient meets criteria or guidelines for transport to a specialty care center (i.e., Trauma, Pediatric Trauma, ST-Elevation Myocardial Infarction Receiving Center, EDAP, Pediatric Medical Center, Perinatal, Stroke); or

3. The patient requests a specific hospital; and

a. The patient's condition is considered sufficiently stable to tolerate additional transport time; and

b. The EMS provider has determined that such a transport would not unreasonably remove the unit from its primary area of response. If requests cannot be honored, the provider should attempt to arrange for alternate transportation, i.e., private ambulance, to accommodate the patient's request; and

accommodate the patient's request; and

c. The requested hospital does not have a defined service area. (For hospitals with a defined service area, refer to Section V of this policy.)

4. The medical facility has requested diversion to 9-1-1 patients requiring advanced life support (ALS) as specified in Ref. No. 503. ALS patients may be directed to an alternate open facility provided:

a. The patient does not exhibit an uncontrollable problem in the field as defined by unmanageable airway or uncontrolled hemorrhage.

b. The involved ALS unit estimates that it can reach an alternate facility within fifteen (15) minutes, Code 3, from the incident location. If there are no open facilities within this time frame, ALS patients shall be directed to the MAR, regardless of its diversion status (exception: Internal Disaster).

B. Paramedic personnel may transfer care of a patient to another paramedic team if necessary. If base hospital contact has been made, the initial paramedic team shall advise the base hospital that another paramedic team has assumed responsibility for the patient.

NOTE: On an "as needed" basis, the EMS Agency may extend the maximum transport time.

III. Destination of Restrained Patients

A. Restrained patients shall be transported to the most accessible basic emergency department facility within the guidelines of this policy. Allowable exceptions:

1. Patients without a medical complaint, with a 5150 order written by a designated Department of Mental Health Team, when transport to a psychiatric facility has been arranged.

2. A law enforcement request for transport to medical facilities other than the closest may be honored with base hospital concurrence.

IV. Transport to Hospitals That Are Not 9-1-1 Receiving Facilities

A. Patient requests for transport to hospitals that are not 9-1-1 Receiving Facilities may be honored by EMT or paramedic personnel provided:

1. The patient's condition is considered sufficiently stable to tolerate additional transport time.

2. The EMS provide has determined that such a transport would not unreasonably remove the unit from its primary area of response; and

3. The patient, family, or private physician is made aware that the requested

hospital is not a 9-1-1 Receiving Facility;

4. The base hospital or provider agency contacts the requested facility and ensures that the hospital has agreed to accept the patient.

B. Other medical facilities approved on an individual basis by the EMS Agency:

9-1-1 patients may be transported to medical facilities other than hospitals (i.e., clinics) only when approved in advance by the EMS Agency.

V. Transport to Health Facilities with a Designated Service Area (Service Area Hospitals)

A. Patients shall be transported by EMT or paramedic personnel to hospitals with a designated service area whenever the incident location is within the hospital's defined service area (exception: diversion to Internal Disaster). In most instances, the service area hospital is also the MAR.

B. If a patient within the defined service area meets criteria or guidelines for a specialty care center not provided by the service area hospital, this patient shall be transported to the appropriate specialty care center.

C. Patient requests for transport to: 1) a service area hospital when the incident location is outside the hospital's defined service area or inside the service area of another hospital or; 2) a hospital without a service area when the incident location is within another hospital's defined service area, may be honored by:

1. EMT personnel if it is a BLS patient, the receiving hospital is contacted and agrees to accept the patient, and the transporting unit is not unreasonably removed from its primary response area.

2. Paramedic personnel if the base hospital is contacted and concurs that the patient's condition is sufficiently stable to permit the estimated transport time, the requested hospital agrees to accept the patient, and the transporting unit is not unreasonably removed from its primary response area. The receiving hospital may be contacted directly if the ALS unit is transporting a BLS patient.

VI. Transport to Specialty Care Centers

A. Trauma Center and Pediatric Trauma Center: Transport of trauma patients shall be in accordance with Ref. Nos. 504, 506 and 510. Requests for diversions due to trauma care may be honored as outlined in Ref. No. 503.

B. Pediatric Medical Center (PMC): Transport of pediatric patients shall be in accordance with Ref. Nos. 504, 506 and 510. The MAR for the pediatric patient is the most accessible EDAP.

C. Perinatal Center: Patients meeting Perinatal Center criteria shall be transported in accordance with Ref. No. 511. The MAR for the perinatal patient is the most accessible Perinatal Center.

D. STEMI Receiving Center (SRC): Patients who are experiencing an ST-elevation myocardial infarction (STEMI) as determined by a field 12-lead ECG or have a return of spontaneous circulation after a non-traumatic cardiac arrest should be transported to an approved STEMI Receiving Center, regardless of service agreement rules and/or considerations.

E. Approved Stroke Center (ASC): Patients who have met the Modified Los Angeles Prehospital Stroke Screen (mLAPSS) criteria and are suspected of experiencing a stroke should be transported to an ASC in accordance with Ref. No. 521, regardless of service agreement rules and/or considerations.

CROSS REFERENCE:

Prehospital Care Policy Manual:
Ref. No. 503, **Guidelines for Hospitals Requesting Diversion of ALS Patients**
Ref. No. 504, **Trauma Patient Destination**
Ref. No. 506, **Trauma Triage**
Ref. No. 508, **Sexual Assault Patient Destination**
Ref. No. 509, **Service Area Hospital**
Ref. No. 510, **Pediatric Patient Destination**
Ref. No. 511, **Perinatal Patient Destination**
Ref. No. 512, **Burn Patient Destination**
Ref. No. 513 **ST-Elevation Myocardial Infarction Patient Destination**
Ref. No. 519, **Management of Multiple Casualty Incidents**
Ref. No. 521, **Stroke Patient Destination**
Ref. No. 838, **Application of Patient Restraints**

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: **GUIDELINES FOR HOSPITALS REQUESTING DIVERSION OF ALS PATIENTS**

(HOSPITAL)
REFERENCE NO. 503

PURPOSE: To outline the procedure for receiving hospitals to request diversion of advanced life support (ALS) patients.

AUTHORITY: Health and Safety Code, Division 2.5, Section 1797.220
California Code of Regulations, Title 13, Section 1105 (c)

DEFINITION:

Advanced Life Support Patient (ALS): For the purpose of this policy, an ALS patient is one who meets the criteria outlined in Reference No. 808, Section I or needs paramedic assessment and/or intervention. In situations not described in Reference No. 808, paramedics and EMT-Is should exercise their clinical judgment.

PRINCIPLES:

1. A receiving hospital may request to divert 9-1-1 ALS patients away from its emergency department when temporarily not adequately staffed, equipped, or prepared to care for additional patients. Basic life support (BLS) units may not be diverted with the exception of diversion due to internal disaster. Whether diversion requests will be honored depends on the patient's condition and available system resources.

2. Trauma hospitals shall not request diversion of trauma patients as long as contractual clinical obligations can be met as enumerated in this policy.

3. All hospitals are required to communicate diversion requests via the ReddiNet system.

4. Hospital diversion data serves as one of the critical early indicators for determining a rise in syndrome-specific illness outbreaks in one or more areas of the County.

POLICY:

I. Diversion Request Categories

A hospital may request that ALS patients be diverted for the following reasons:

A. Request for diversion due to Emergency Department (ED) Saturation– Hospital ED resources (beds, equipment and /or appropriately trained personnel) are fully committed and are not immediately available for additional incomingALS patients.

B. Request for diversion due to lack of CT scanner - Hospital is unable to provide appropriate diagnostic measures due to non-functioning CT scanner.

APPROVED: _____
Director, EMS Agency

_____
Medical Director, EMS Agency

C. Request for diversion to Trauma Care [applies to trauma centers and pediatric trauma centers (PTC) only] - Hospital is unable to care for additional trauma patients because the trauma team is already fully committed to caring for trauma patients in either the operating room (OR), ED, or CT. The rationale for a temporary diversion shall be communicated via the ReddiNet system and will require a reason code. Reason codes include the following:

1. Lack of Critical Equipment: Trauma patients may be diverted when the hospital determines that critical equipment, which is likely to be definitive in diagnosis or treatment, is unavailable.

2. Operating Room Saturation: Trauma patients may be diverted when both the primary and the back-up ORs and staff are fully committed in accordance with California Code of Regulations and the Trauma Center Service Agreement; and when the trauma center determines that the lack of OR space is likely to persist to the extent that the care of any additional trauma patients may be jeopardized.

3. ED Saturation: Trauma patients may be diverted when the hospital's ED trauma resources, including the trauma surgeon, are fully committed in caring for trauma patients in accordance with California Code of Regulations and the Trauma Center Services Agreement.

NOTE: As per Ref. No. 504, Trauma Patient Destination, when the designated trauma center requests diversion to trauma, a trauma patient may be transported to:

a. The closest open trauma center with an open catchment area within the 30-minute transport guideline by ground; or

b. The closest open County-operated trauma center within the 30-minute transport guidelines, by ground or by air; or

c. The designated trauma center, if the base hospital determines that the patient's clinical condition requires a trauma center.

Waiver: For all other circumstances in which the trauma center is temporarily unable to meet a contractual requirement and the trauma center believes it is in the best interest of patient care to divert 9-1-1 trauma patients with specific injuries, the trauma center shall contact the EMS Agency to request a waiver in advance of the diversion. If a waiver is granted, the hospital and the Medical Alert Center (MAC) will jointly ensue that affected base hospitals and provider agencies are properly advised of the nature and extent of the waiver.

D. Request for diversion to PMC - Hospital is unable to provide appropriate care due to lack of critical equipment.

NOTE: A lack of available Pediatric Intensive Care Unit bed is not diversion criteria.

E. Request for Diversion to STEMI Receiving Center (SRC): - Hospital is unable to care for additional STEMI patients because the cardiac cath staff is already fully committed to caring for STEMI patients in the catheterization laboratory. The rationale for a temporary diversion shall be communicated via the ReddiNet system.

NOTE: ED diversion does not prohibit a STEMI patient's transport to an open SRC.

F. Request for diversion due to Internal Disaster - Hospital cannot receive any patients because of a physical plant breakdown threatening the ED or significant patient care services. **This category does not apply to work actions.** The rationale for requesting a temporary diversion shallbe communicated via telephone to the MAC. Appropriate reasons for requesting diversion to internal disaster include:

1. Power outage impacting patient care, which cannot be sufficiently mitigated by emergency generators.
2. Fire
3. Bomb threat/explosion
4. Flooding
5. Loss of water
6. Hazardous materials contamination of patient care areas
7. Other - Must be approved by the EMS Agency through the MAC or the Health Facilities Inspection Division of the Department of Public Health.

II. Procedure for Requesting Diversion of ALS Units

A. To ensure that base hospitals and EMS providers have accurate information when making patient destination decisions, each receiving hospital shall maintain a current diversion status with the MAC and its area base hospitals. Hospitals are considered to be open to all categories unless the MAC and area base hospitals have been informed of the diversion request.

B. Hospitals need to notify the MAC and area base hospitals of their requested diversion status via the ReddiNet system. Telephone communication is necessary when the ReddiNet system is not operational or when a hospital is requesting diversion due to internal disaster. The MAC shall be notified via telephone at (866) 940-4401. If the reason for the request is appropriate, MAC will input the diversion request into the ReddiNet system.

NOTE: When a diversion request is approved by the EMS Agency, it is the responsibility of the hospital requesting diversion due to internal disaster to notify area base hospital(s) and all affected provider agencies.

C. Hospitals may request ED diversion via the ReddiNet for any amount of time up to one hour. At the end of one hour of diversion, ReddiNet will automatically re-open the hospital to 9-1-1 traffic. The hospital may request additional ED diversion time for up to one hour by closing via the ReddiNet.

D. Hospitals shall maintain a current diversion policy. A hospital's decision to request diversion should be made jointly by representatives of the hospital's administration, emergency department, specialty services, and nursing. The name and title of the authorizing hospital administrator or designee are required to complete the diversion request process.

E. A hospital requesting diversion due to internal disaster must notify the MAC by telephone and provide the name of the hospital's administrator authorizing the diversion. For situations in which a hospital knows in advance that it will need to divert to internal disaster, hospital shall notify the EMS Agency in writing, well in advance of the scheduled diversion, so that all affected provider agencies and other hospitals can be informed.

NOTE: Upon request by the EMS Agency, ahospital shall submit an after-action report within 60 days of the incidentwhen a hospital's diversion due to internal disaster lasted more than four (4) hours.

F. EMS Agency staff may perform unannounced site visits to hospitals requesting diversion to ensure compliance with these guidelines.

CROSS REFERENCE:

Prehospital Care Policy Manual:
Ref. No. 502, **Patient Destination**
Ref. No. 503.1 **Diversion Request Requirements**
Ref. No. 504, **Trauma Patient Destination**
Ref. No. 506, **Trauma Triage**
Ref. No. 508, **Sexual Assault Patient Destination**
Ref. No. 510, **Pediatric Patient Destination**
Ref. No. 511, **Perinatal Patient Destination**
Ref. No. 512, **Burn Patient Destination**
Ref. No. 513, **ST Elevation MI Patient Destination**
Ref. No. 519, **Management of Multiple Casualty Incidents**
Ref. No. 521, **Stroke Patient Destination**

Paramedic Base Hospital Agreement
Trauma Services Hospital Agreement

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

(EMT, PARAMEDIC, MICN)

SUBJECT: **PATIENT DESTINATION** REFERENCE NO. 502

PURPOSE: To ensure that 9-1-1 patients are transported to the most appropriate facility that is staffed, equipped, and prepared to administer emergency and/or definitive care appropriate to the needs of the patient.

AUTHORITY: Health and Safety Code, Division 2.5, Section 1797.220
California Code of Regulations, Title 13, Section 1105 (c)

PRINCIPLES:

1. 9-1-1 patients shall ordinarily be transported to general acute care hospitals with a basic emergency department permit. Transport to other medical facilities (hospitals with a stand-by permit, clinics and other medical facilities approved by the EMS Agency) shall be performed only in accordance with this policy.

2. In the absence of decisive factors to the contrary 9-1-1 patients shall be transported to the most accessible medical facility equipped, staffed, and prepared to receive emergency cases and administer emergency care appropriate to the needs of the patient.

3. The most accessible receiving (MAR) facility may or may not be the closest facility geographically. Transport personnel shall take into consideration traffic, weather conditions or other similar factors, which may influence transport time when identifying which hospital is most accessible.

4. The most appropriate health facility for a patient may be that health facility which is affiliated with the patient's health plan. Depending upon the patient's chief complaint and medical history, it may be advantageous for the patient to be transported to a facility where they can be treated by a personal physician and/or the individual's personal health plan and where medical records are available.

5. ALS units utilizing Standing Field Treatment Protocols (SFTPs) shall transport patients in accordance with this policy.

6. Patients shall not be transported to a medical facility that has requested diversion due to internal disaster.

7. Notwithstanding any other provision of this reference and in accordance with Reference No. 503, Guidelines for Hospitals Requesting Diversion of ALS Patients, final authority for patient destination rests with the base hospital handling the call. Whether diversion requests will be honored depends on available system resources.

APPROVED: _____ Director, EMS Agency

_____ Medical Director, EMS Agency

POLICY:

I. Transport of Patients by EMT Personnel

A. EMT personnel shall transport 9-1-1 patients deemed stable and requiring only basic life support (BLS) to the MAR regardless of its diversion status (exception: internal disaster). For pediatric patients, the MAR is considered to be the most accessible Emergency Department Approved for Pediatrics (EDAP). For perinatal patients, the MAR is considered to be the most accessible perinatal center.

B. EMT personnel may honor patient requests to be transported to other than the MAR provided that the patient is deemed stable and requires basic life support measures only and the ambulance is not unreasonably removed from its primary area of response.

C. In life-threatening situations (e.g., unmanageable airway or uncontrollable hemorrhage) in which the estimated time of arrival (ETA) of the paramedics exceeds the ETA to the MAR, EMTs should exercise their clinical judgement as to whether it is in the patient's best interest to be transported prior to the arrival of paramedics.

D. EMT personnel may immediately transport hypotensive trauma patients with life-threatening, penetrating injuries to the torso to the closest trauma center, not the MAR, when the transport time is less than the estimated time of paramedic arrival. The transporting unit should make every effort to contact the receiving trauma center.

E. EMT personnel may transfer care of a patient to another EMT team if necessary.

II. Transport of Patients by Paramedic Personnel

A. Patients should be transported to the MAR unless:

1. The base hospital determines that a more distant hospital is more appropriate to meet the needs of the patient; or

2. The patient meets criteria or guidelines for transport to a specialty care center (i.e., Trauma, Pediatric Trauma, ST-Elevation Myocardial Infarction Receiving Center, EDAP, Pediatric Medical Center, Perinatal, Stroke); or

3. The patient requests a specific hospital; and

a. The patient's condition is considered sufficiently stable to tolerate additional transport time; and

b. The EMS provider has determined that such a transport would not unreasonably remove the unit from its primary area of response. If requests cannot be honored, the provider should attempt to arrange for alternate transportation, i.e., private ambulance, to accommodate the patient's request; and

accommodate the patient's request; and

c. The requested hospital does not have a defined service area. (For hospitals with a defined service area, refer to Section V of this policy.)

4. The medical facility has requested diversion to 9-1-1 patients requiring advanced life support (ALS) as specified in Ref. No. 503. ALS patients may be directed to an alternate open facility provided:

a. The patient does not exhibit an uncontrollable problem in the field as defined by unmanageable airway or uncontrolled hemorrhage.

b. The involved ALS unit estimates that it can reach an alternate facility within fifteen (15) minutes, Code 3, from the incident location. If there are no open facilities within this time frame, ALS patients shall be directed to the MAR, regardless of its diversion status (exception: Internal Disaster).

B. Paramedic personnel may transfer care of a patient to another paramedic team if necessary. If base hospital contact has been made, the initial paramedic team shall advise the base hospital that another paramedic team has assumed responsibility for the patient.

NOTE: On an "as needed" basis, the EMS Agency may extend the maximum transport time.

III. Destination of Restrained Patients

A. Restrained patients shall be transported to the most accessible basic emergency department facility within the guidelines of this policy. Allowable exceptions:

1. Patients without a medical complaint, with a 5150 order written by a designated Department of Mental Health Team, when transport to a psychiatric facility has been arranged.

2. A law enforcement request for transport to medical facilities other than the closest may be honored with base hospital concurrence.

IV. Transport to Hospitals That Are Not 9-1-1 Receiving Facilities

A. Patient requests for transport to hospitals that are not 9-1-1 Receiving Facilities may be honored by EMT or paramedic personnel provided:

1. The patient's condition is considered sufficiently stable to tolerate additional transport time.

2. The EMS provide has determined that such a transport would not unreasonably remove the unit from its primary area of response; and

3. The patient, family, or private physician is made aware that the requested

hospital is not a 9-1-1 Receiving Facility;

4. The base hospital or provider agency contacts the requested facility and ensures that the hospital has agreed to accept the patient.

B. Other medical facilities approved on an individual basis by the EMS Agency:

9-1-1 patients may be transported to medical facilities other than hospitals (i.e., clinics) only when approved in advance by the EMS Agency.

V. Transport to Health Facilities with a Designated Service Area (Service Area Hospitals)

A. Patients shall be transported by EMT or paramedic personnel to hospitals with a designated service area whenever the incident location is within the hospital's defined service area (exception: diversion to Internal Disaster). In most instances, the service area hospital is also the MAR.

B. If a patient within the defined service area meets criteria or guidelines for a specialty care center not provided by the service area hospital, this patient shall be transported to the appropriate specialty care center.

C. Patient requests for transport to: 1) a service area hospital when the incident location is outside the hospital's defined service area or inside the service area of another hospital or; 2) a hospital without a service area when the incident location is within another hospital's defined service area, may be honored by:

1. EMT personnel if it is a BLS patient, the receiving hospital is contacted and agrees to accept the patient, and the transporting unit is not unreasonably removed from its primary response area.

2. Paramedic personnel if the base hospital is contacted and concurs that the patient's condition is sufficiently stable to permit the estimated transport time, the requested hospital agrees to accept the patient, and the transporting unit is not unreasonably removed from its primary response area. The receiving hospital may be contacted directly if the ALS unit is transporting a BLS patient.

VI. Transport to Specialty Care Centers

A. Trauma Center and Pediatric Trauma Center: Transport of trauma patients shall be in accordance with Ref. Nos. 504, 506 and 510. Requests for diversions due to trauma care may be honored as outlined in Ref. No. 503.

B. Pediatric Medical Center (PMC): Transport of pediatric patients shall be in accordance with Ref. Nos. 504, 506 and 510. The MAR for the pediatric patient is the most accessible EDAP.

C. Perinatal Center: Patients meeting Perinatal Center criteria shall be transported in accordance with Ref. No. 511. The MAR for the perinatal patient is the most accessible Perinatal Center.

D. STEMI Receiving Center (SRC): Patients who are experiencing an ST-elevation myocardial infarction (STEMI) as determined by a field 12-lead ECG or have a return of spontaneous circulation after a non-traumatic cardiac arrest should be transported to an approved STEMI Receiving Center, regardless of service agreement rules and/or considerations.

E. Approved Stroke Center (ASC): Patients who have met the Modified Los Angeles Prehospital Stroke Screen (mLAPSS) criteria and are suspected of experiencing a stroke should be transported to an ASC in accordance with Ref. No. 521, regardless of service agreement rules and/or considerations.

CROSS REFERENCE:

Prehospital Care Policy Manual:
Ref. No. 503, **Guidelines for Hospitals Requesting Diversion of ALS Patients**
Ref. No. 504, **Trauma Patient Destination**
Ref. No. 506, **Trauma Triage**
Ref. No. 508, **Sexual Assault Patient Destination**
Ref. No. 509, **Service Area Hospital**
Ref. No. 510, **Pediatric Patient Destination**
Ref. No. 511, **Perinatal Patient Destination**
Ref. No. 512, **Burn Patient Destination**
Ref. No. 513 **ST-Elevation Myocardial Infarction Patient Destination**
Ref. No. 519, **Management of Multiple Casualty Incidents**
Ref. No. 521, **Stroke Patient Destination**
Ref. No. 838, **Application of Patient Restraints**

DEPARTMENT OF HEALTH SERVICES
COUNTY OF LOS ANGELES

SUBJECT: **GUIDELINES FOR HOSPITALS REQUESTING DIVERSION OF ALS PATIENTS** (HOSPITAL) REFERENCE NO. 503

PURPOSE: To outline the procedure for receiving hospitals to request diversion of advanced life support (ALS) patients.

AUTHORITY: Health and Safety Code, Division 2.5, Section 1797.220
California Code of Regulations, Title 13, Section 1105 (c)

DEFINITION:

Advanced Life Support Patient (ALS): For the purpose of this policy, an ALS patient is one who meets the criteria outlined in Reference No. 808, Section I or needs paramedic assessment and/or intervention. In situations not described in Reference No. 808, paramedics and EMT-Is should exercise their clinical judgment.

PRINCIPLES:

1. A receiving hospital may request to divert 9-1-1 ALS patients away from its emergency department when temporarily not adequately staffed, equipped, or prepared to care for additional patients. Basic life support (BLS) units may not be diverted with the exception of diversion due to internal disaster. Whether diversion requests will be honored depends on the patient's condition and available system resources.

2. Trauma hospitals shall not request diversion of trauma patients as long as contractual clinical obligations can be met as enumerated in this policy.

3. All hospitals are required to communicate diversion requests via the ReddiNet system.

4. Hospital diversion data serves as one of the critical early indicators for determining a rise in syndrome-specific illness outbreaks in one or more areas of the County.

POLICY:

I. Diversion Request Categories

A hospital may request that ALS patients be diverted for the following reasons:

A. Request for diversion due to Emergency Department (ED) Saturation– Hospital ED resources (beds, equipment and /or appropriately trained personnel) are fully committed and are not immediately available for additional incomingALS patients.

B. Request for diversion due to lack of CT scanner - Hospital is unable to provide appropriate diagnostic measures due to non-functioning CT scanner.

APPROVED: _____ Director, EMS Agency

_____ Medical Director, EMS Agency

C. Request for diversion to Trauma Care [applies to trauma centers and pediatric trauma centers (PTC) only] - Hospital is unable to care for additional trauma patients because the trauma team is already fully committed to caring for trauma patients in either the operating room (OR), ED, or CT. The rationale for a temporary diversion shall be communicated via the ReddiNet system and will require a reason code. Reason codes include the following:

1. Lack of Critical Equipment: Trauma patients may be diverted when the hospital determines that critical equipment, which is likely to be definitive in diagnosis or treatment, is unavailable.

2. Operating Room Saturation: Trauma patients may be diverted when both the primary and the back-up ORs and staff are fully committed in accordance with California Code of Regulations and the Trauma Center Service Agreement; and when the trauma center determines that the lack of OR space is likely to persist to the extent that the care of any additional trauma patients may be jeopardized.

3. ED Saturation: Trauma patients may be diverted when the hospital's ED trauma resources, including the trauma surgeon, are fully committed in caring for trauma patients in accordance with California Code of Regulations and the Trauma Center Services Agreement.

NOTE: As per Ref. No. 504, Trauma Patient Destination, when the designated trauma center requests diversion to trauma, a trauma patient may be transported to:

a. The closest open trauma center with an open catchment area within the 30-minute transport guideline by ground; or

b. The closest open County-operated trauma center within the 30-minute transport guidelines, by ground or by air; or

c. The designated trauma center, if the base hospital determines that the patient's clinical condition requires a trauma center.

Waiver: For all other circumstances in which the trauma center is temporarily unable to meet a contractual requirement and the trauma center believes it is in the best interest of patient care to divert 9-1-1 trauma patients with specific injuries, the trauma center shall contact the EMS Agency to request a waiver in advance of the diversion. If a waiver is granted, the hospital and the Medical Alert Center (MAC) will jointly ensue that affected base hospitals and provider agencies are properly advised of the nature and extent of the waiver.

D. Request for diversion to PMC - Hospital is unable to provide appropriate care due to lack of critical equipment.

NOTE: A lack of available Pediatric Intensive Care Unit bed is not diversion criteria.

E. Request for Diversion to STEMI Receiving Center (SRC): - Hospital is unable to care for additional STEMI patients because the cardiac cath staff is already fully committed to caring for STEMI patients in the catheterization laboratory. The rationale for a temporary diversion shall be communicated via the ReddiNet system.

NOTE: ED diversion does not prohibit a STEMI patient's transport to an open SRC.

F. Request for diversion due to Internal Disaster - Hospital cannot receive any patients because of a physical plant breakdown threatening the ED or significant patient care services. **This category does not apply to work actions.** The rationale for requesting a temporary diversion shallbe communicated via telephone to the MAC. Appropriate reasons for requesting diversion to internal disaster include:

1. Power outage impacting patient care, which cannot be sufficiently mitigated by emergency generators.
2. Fire
3. Bomb threat/explosion
4. Flooding
5. Loss of water
6. Hazardous materials contamination of patient care areas
7. Other - Must be approved by the EMS Agency through the MAC or the Health Facilities Inspection Division of the Department of Public Health.

II. Procedure for Requesting Diversion of ALS Units

A. To ensure that base hospitals and EMS providers have accurate information when making patient destination decisions, each receiving hospital shall maintain a current diversion status with the MAC and its area base hospitals. Hospitals are considered to be open to all categories unless the MAC and area base hospitals have been informed of the diversion request.

B. Hospitals need to notify the MAC and area base hospitals of their requested diversion status via the ReddiNet system. Telephone communication is necessary when the ReddiNet system is not operational or when a hospital is requesting diversion due to internal disaster. The MAC shall be notified via telephone at (866) 940-4401. If the reason for the request is appropriate, MAC will input the diversion request into the ReddiNet system.

NOTE: When a diversion request is approved by the EMS Agency, it is the responsibility of the hospital requesting diversion due to internal disaster to notify area base hospital(s) and all affected provider agencies.

C. Hospitals may request ED diversion via the ReddiNet for any amount of time up to one hour. At the end of one hour of diversion, ReddiNet will automatically re-open the hospital to 9-1-1 traffic. The hospital may request additional ED diversion time for up to one hour by closing via the ReddiNet.

D. Hospitals shall maintain a current diversion policy. A hospital's decision to request diversion should be made jointly by representatives of the hospital's administration, emergency department, specialty services, and nursing. The name and title of the authorizing hospital administrator or designee are required to complete the diversion request process.

E. A hospital requesting diversion due to internal disaster must notify the MAC by telephone and provide the name of the hospital's administrator authorizing the diversion. For situations in which a hospital knows in advance that it will need to divert to internal disaster, hospital shall notify the EMS Agency in writing, well in advance of the scheduled diversion, so that all affected provider agencies and other hospitals can be informed.

NOTE: Upon request by the EMS Agency, ahospital shall submit an after-action report within 60 days of the incidentwhen a hospital's diversion due to internal disaster lasted more than four (4) hours.

F. EMS Agency staff may perform unannounced site visits to hospitals requesting diversion to ensure compliance with these guidelines.

CROSS REFERENCE:

Prehospital Care Policy Manual:
Ref. No. 502, **Patient Destination**
Ref. No. 503.1 **Diversion Request Requirements**
Ref. No. 504, **Trauma Patient Destination**
Ref. No. 506, **Trauma Triage**
Ref. No. 508, **Sexual Assault Patient Destination**
Ref. No. 510, **Pediatric Patient Destination**
Ref. No. 511, **Perinatal Patient Destination**
Ref. No. 512, **Burn Patient Destination**
Ref. No. 513, **ST Elevation MI Patient Destination**
Ref. No. 519, **Management of Multiple Casualty Incidents**
Ref. No. 521, **Stroke Patient Destination**

Paramedic Base Hospital Agreement
Trauma Services Hospital Agreement