

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH EASTERN SYDNEY LOCAL HEALTH DISTRICT
AND
SOUTHERN NSW LOCAL HEALTH DISTRICT

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH EASTERN SYDNEY LOCAL HEALTH
DISTRICT (**SESLHD**)
AND
SOUTHERN NSW LOCAL HEALTH DISTRICT
(**SNSWLHD**)

For the provision of the NSW Telestroke Service

**From 31 January, 2022 to until giving of one month's notice of
termination in writing by a party to this MOU**

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1. INTRODUCTION

In 2018, the Government of NSW made a commitment to provide a service which improves access to stroke care for people living in regional and remote NSW. This service is called the NSW Telestroke Service (**TSS**). The Ministry of Health has delegated responsibility for this service to Prince of Wales Hospital (**POWH**) in South Eastern Sydney Local Health District (**SESLHD**)

By using telehealth (online) technologies, TSS enables specialist stroke clinicians to provide medical guidance, virtually, to Emergency Departments and Radiology Departments to support clinical assessment, diagnosis and treatment planning for patients in regional and rural NSW who have, or may have, suffered a stroke.

TSS is a 24 hour per day, 7 day per week service. TSS seeks to support provision of patient care closer to their home, and to improve decision making around patient referral to Comprehensive Stroke Centers, such as for Endovascular Clot Retrieval. This aims to reduce unnecessary and accelerate necessary patient transfers, and improve system efficiencies. TSS allows early notification, rapid assessment, a standardized approach to imaging and pathology tests, rapid access to imaging and test results and real time consultation with TSS stroke neurologists.

2. PURPOSE

The purpose of this MOU is to establish a clear commitment between the SESLHD and SNSWLHD to work in partnership to facilitate the provision of TSS services to people living within the SNSWLHD catchment areas.

2.1 Definitions

Term	Definition
Endovascular Clot Retrieval	Removal of a blood clot via the vascular system
Referring Hospital	Hospitals that can refer patients to the NSW TSS. The Referring Hospitals are set out in Schedule 1 .
Go live	Go live occurs when all of the steps set out in the go live plan (set out in Schedule 2) have been carried out by the Referring Hospital including <ul style="list-style-type: none"> - Successful completion of user acceptance testing for technology - Successful completion of the end to end simulation; and - Execution of this MOU document
Host Site	The Hospital that provides the TSS services to the Referring Hospitals; that is, Prince of Wales Hospital in SESLHD
Hospital Action Plan (HAP)	A six-monthly report prepared by a Referring Hospital setting out the progress that has been made toward implementing and delivering the TSS services at the Referring Hospital.
Acute Stroke Assessment Tool	An online assessment tool which is hosted on the SESLHD server and available to each Referring Hospital via the Referring Hospital's intranet page. This tool operationalises the referral criteria for the TSS services.
Telestroke Documentation tool	An online EMR agnostic documentation tool used by the TSS neurologists to document their assessment, diagnosis and treatment plan for all patients they assess.

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Hospital based service model	A diagram setting out how the Hospital based service model is at Schedule 3 .
Hospital based technology model	A diagram explaining the Hospital based technology model is at Schedule 4 .
Claim	any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, in tort, under statute or otherwise.
Loss	Any liability, cost, expense, loss or damage, including loss or expense incurred in dealing with a Claim. 'Loss' includes any amounts payable on the Claim and legal costs and expenses on a solicitor/client basis and the cost of time spent, resources used or disbursements.
Subcontractor	Subcontractors and subconsultants of TSS and/or SNSWLHD including but not limited to visiting medical officers and locums.
Comprehensive Stroke Centre	Hospitals providing 24 hours per day, 7 days per week access to ECR. In NSW – Liverpool Hospital, Prince of Wales Hospital, John Hunter Hospital and Royal Prince Alfred Hospital In Queensland – Gold Coast University Hospital

3. PARTIES

The Parties to this MOU are as follows:

- (a) South Eastern Sydney Local Health District
District Executive Unit, Level 4
The Sutherland Hospital & Community Health Service
Cnr The Kingsway & Kareena Road
Caringbah NSW 2229
- (b) Southern NSW Local Health District

The Referring Hospitals within SNSWLHD are set out in **Schedule 1** which may be amended if additional referring sites Go Live within SNSWLHD.

3.1. Contact Officers

The following are the Contact Officers for all administrative and other matters impacting on the smooth operation of this MOU.

For South Eastern Sydney LHD

Title: Operations Manager, NSW Telestroke Service
Telephone: 02 9382 4032
Email: SESLHD-NSWTelestrokeService@health.nsw.gov.au

For Southern NSW LHD

District Contact
Title: Director Nursing Midwifery and Strategic Projects
Telephone: 02 6150 7334
Email: Julie.mooney@health.nsw.gov.au

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Hospital: South East Regional Hospital
Title: General Manager – Coastal Network

Hospital: Moruya
Title: General Manager – Coastal Network

Hospital: Goulburn
Title: General Manager – Tablelands Network

Hospital: Cooma
Title: General Manager – Monaro Network

4. TERMS OF THE AGREEMENT

4.1. Term

The Term of this MOU shall be from 08:00hrs hours on 31 January, 2022 to until giving of one month's notice of termination in writing by any party to this MOU.

4.2. Guiding Principles

The following principles will be used to guide the relationship between SNSWLHD and SESLHD as set out in this MOU.

- The Parties confirm their commitment to working together in facilitating the provision of the TSS.
- All processes in connection with these services will be undertaken and managed with the full agreement of the Parties at the commencement of this MOU.
- The Parties agree to respect the ownership and any property rights of the other party.
- The various elements which make up the overall relationship between the Parties should be viewed together and each of the elements should be conducted with due regard for the relationship as a whole.
- The Referring Hospital and TSS are to share information freely for the purposes of service delivery, service improvement, reporting and evaluation.

4.3. Duties of the Parties

SESLHD will ensure that it:

Governance

- Establishes and maintains a TSS operational governance committee to oversee the delivery of TSS services to the Referring Hospitals and address any issues which arise through the provision of service delivery
- Establishes and maintains a TSS clinical governance committee which reviews patient care provided by the service to support the ongoing improvement of service provision and care delivery
- Reports to the Ministry of Health at the intervals stipulated by the Ministry of Health
- Provides the Referring Hospitals with documentation including policies, procedures and technical documents to support consistent delivery of TSS services in NSW.

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- Provides to the Referring Hospitals template documents which they can use to develop local processes and procedures that support the delivery of TSS services.

Staffing

- Employs a Clinical Director and Operations Manager to lead the delivery of TSS services
- Employs sufficient numbers of specialist stroke neurologists to provide 24 hours per day, 7 day per week consulting TSS services to the Referring Hospitals
- Employs/provides sufficient clinical and administrative staffing at the Prince of Wales Hospital to support the Referring Hospitals to implement TSS at their site and efficiently deliver TSS services

Service Delivery

- No changes are made to the hospital based service model without prior consultation with SNSWLHD
- No changes are made to the hospital based technology model without prior consultation with SNSWLHD
- Provides the standardised Acute Stroke Assessment Tool
- Provides a training package to the Referring Hospital about how to use the Acute Stroke Assessment tool
- Establishes and maintains the TSS referral phone number 1300 878 887 which provides rapid access to the consulting TSS stroke physicians 24 hour per day, 7 day per week
- Facilitates high quality and timely clinical assessment, diagnosis and treatment planning working in coordination with clinical staff at the Referring Hospital
- Supports and facilitates the delivery of training and education of staff at the Referring Hospitals, as required, to ensure staff at the Referring Hospitals are trained to use the relevant technology and procedures
- Provides the clinical decision and instruction to the Referring Hospital to administer thrombolysis
- Provides the clinical decision and instruction to the Referring Hospital to transfer patients to a Comprehensive Stroke Centre, for further intervention and treatment

Clinical documentation

- Provides comprehensive clinical documentation following each consult including the details of the assessment, diagnosis and treatment plan for inclusion in the Referring Hospital's patient medical record by the referring site medical officer.

Data quality and management

- Provides the Referring Hospital project officer and stroke coordinator access to the TSS documentation tool and other staff access, as agreed.
- Provides training to Referring Hospital staff who need to use the TSS documentation tool.
- Notifies a Referring Hospital when data suggests processes and systems are not operating optimally.

Information exchange

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- Provides all staff who are delivering TSS services with access to the relevant TSS systems including the Acute Stroke Assessment tool, TSS documentation tool and the TSS image repository
- Provides training to Referring Hospital staff in the use of the TSS systems to which they have access

SNSWLHD will ensure that it:

Governance

- Establishes and maintains an internal TSS Governance Committee, at each referring site or across the district in a networked approach to:
 - Ensure engagement of senior clinicians in the relevant departments including senior hospital executives, Emergency Department, Neurology, Health ICT, Medical Imaging and stroke staff
 - Oversee the implementation of the TSS Service at the Referring Hospital
 - Oversee the development, implementation, coordination, monitoring and evaluation of the HAP (a template HAP is at **Schedule 5**). The HAP must outline
 - The SNSWLHD governance structure and accountability structure to support the effective implementation of TSS services.
 - Outline the local actions to ensure ongoing improvement and that there are systems, protocols and ongoing review in both the clinical and management aspects of the TSS services.
 - Facilitate six-monthly progress reporting on the HAP to the:
 - LHD oversight committee (if appropriate)
 - TSS each 31 January and 31 July for the period of this agreement (or next business day if either of those dates falls on a weekend or Public Holiday)
 - Oversee the strategies and measures of TSS related professional education for:
 - General hospital medical and nursing staff e.g. grand rounds
 - Emergency department, medical imaging and stroke / neurology clinical staff
 - Other relevant staff who need education about TSS services.
- Includes TSS patients in business as usual clinical governance processes including clinical reviews, Morbidity & Mortality (M&M) reviews, incident management processes, consumer feedback and service development processes.
- Supports the stroke coordinator, and other relevant clinical staff, to participate in the TSS Clinical Governance Committee, with at least 80% of the attendees being present.
- Seeks TSS and NSW Ministry of Health approval for all publications, promotional and advertising materials, public announcements and activity by it or on its behalf in relation to TSS prior to the distribution/release of such materials.

Staffing

- Employs specialist staff to support the implementation and sustainable delivery of TSS services including:
 - Project officer (funding and position description provided by ACI prior to this agreement)

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- Appropriate and adequate clinical support to resource Referring Hospital Telestroke workload in accordance with the Expression of Interest agreement for Referring Hospitals.
- Consults TSS before reducing any staffing arrangements for providing the TSS services, and notifies the TSS of any staffing changes that may impact operations.
- Provides adequate support for the TSS staff at the Referring Hospital including clinical supervision/support (as required), workspace, computer with network and internet access, mobile phone (if required) and pager (if required)
- Provides adequate in kind support from key staff to support the implementation, development, coordination and sustainable delivery of TSS services at the referring site.

Service delivery

- Makes no changes to the hospital based service model without prior consultation and approval of the NSW Telestroke Service.
- Makes no changes to the hospital based technology model without prior consultation and approval of the TSS Service.
- Uses its best endeavours to facilitate the timely and high-quality delivery of the TSS services in a manner which promotes compassionate consumer-driven care
- Puts in place at each Referring Hospital local processes to enable the efficient and timely provision of TSS services;
- Puts in place at each Referring Hospital local acute stroke protocols which support timely referral of all potential patients to the TSS service as informed by the use of the Acute Stroke Assessment tool.
- Maintains up to date service documentation at each Referring Site, including local:
 - Policies and procedures related to clinical service delivery including Telestroke
 - Down time procedures should the TSS Service not be available
- Implements adequate protocols for the prescription and administration of thrombolysis, as well as monitoring of the patient following the administration of thrombolysis
- Establish and maintain capability for acute stroke image acquisition, including: equipment, 24/7 access to radiography services, and training for radiographers in acute stroke imaging acquisition
- Implements adequate protocols in place for the referral and transfer of patients to Comprehensive Stroke Centres, to enable timely access to care when clinically indicated.

Clinical Documentation

- Enters the output of the Acute Stroke Assessment tool, completed by the Referring Hospital medical officers, into the patients' medical record in line with State and local policies for clinical documentation
- Enters clinical documentation from the consulting TSS physician into the patients' medical record in line with State and local policies for clinical documentation

Data quality and management

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- Enters accurate and timely data into the TSS documentation tool and provides additional relevant data on request by the Referring Hospital team including key metrics as identified in the 'NSW Telestroke Service Monitoring and Evaluation Plan' set out in **Schedule 6**, and additional data as negotiated between the parties.

Information exchange

- Rapidly provides patient registration information and additional patient identifying information to TSS on request.
- Enables and confirms transmission of acute stroke imaging to the TSS image repository as per the imaging model as set out in **Schedule 7**

Both Parties will ensure that they:

- Notify the other party of problems with this MOU in a timely manner;
- Notify of changes to the services or methodology within 14 days; and
- Share information relevant to the delivery of TSS services in a collaborative manner to facilitate service delivery, service enhancement, reporting and evaluation.

4.4. Termination

Either party may terminate this agreement if:

- (a) Any party becomes, either through reorganisation, disbandment, privatisation or pursuant to a government decision, unable to carry on or otherwise discharge its obligations under their agreement; or
- (b) The Parties do so by mutual agreement, or
- (c) Either party is not compliant with the agreement; or
- (d) The Parties have irreconcilable differences in relation to the agreement.

The Parties agree not to exercise rights under this Clause 4.4 unless the Parties have first engaged in the dispute resolution process set out in this MOU in Clause 5.4.

5. ADMINISTRATIVE ARRANGEMENTS

5.1. Review and Variation

The Parties acknowledge that some aspects may require re-negotiation during the term of the agreement due to changing circumstances.

The Parties agree to notify the other party within 14 days of becoming aware of the need to re-negotiate a variation of this Agreement.

The Schedules, set out in section 10, to this agreement may be amended following confirmation in writing between the Parties, without requiring a new Agreement.

5.2. Transferability and Incorporation of the Schedules

This Agreement is transferable only within the limited circumstances of changed administrative arrangements arising from a Government decision and agreement of both Parties involved.

5.3. Defaults and Dispute Resolution

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- (a) All parties must use their best endeavours to cooperate to avoid any grievances and/or disputes.
- (b) Where a dispute arises the matter must be discussed in the first instance by the contact people for this agreement, who may in turn consult with various stakeholders or hospital executives in order to resolve the issue.
- (c) As a successive step, if the matter is not resolved within a 14 days period it must be referred to the NSW Statewide Stroke Services Steering Committee for resolution of the issue.
- (d) If the matter is not resolved within a 14 days period of going to the Steering Committee it must be referred to a meeting of the signatories of this MOU or delegate for the purposes of resolving the issue.
- (e) If the matter remains unresolved for a further period of 28 days the issue is to be referred to an independent arbitrator as agreed by the Parties. The Parties agree to be bound by the decision of the independent arbitrator.
- (f) During these procedures normal work must continue with each party continuing to perform its obligations under this agreement unless asked by the other party not to do so.
- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - i. Immediately before the issue arose; or
 - ii. Immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

5.4. Intellectual Property

The Parties agree to be bound by the NSW Ministry of Health policies and guidelines regarding intellectual property including but not limited to NSW Health Policy PD2005_370 'Intellectual Property arising from Health Research in Public Health Organisations'.

6. INDEMNITIES

6.1. Indemnity

SESLHD will be liable in respect of, and indemnifies, and shall keep indemnified, SNSWLHD and its employees and contractors against any Claim or Loss) as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of TSS (or its employees or Subcontractors or their employees) arising in connection with a recommendation made by TSS to institute thrombolysis treatment.

SNSWLHD will be liable in respect of, and indemnifies, and shall keep indemnified, SESLHD and its employees and its Subcontractors against any Claim or Loss as a result of any unlawful, negligent, reckless or deliberately wrongful act or omission of SNSWLHD (or its employees or Subcontractors or their employees) arising in connection with thrombolysis treatment provided after a recommendation made by TSS to institute thrombolysis treatment.

7. INSURANCE

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7.1. Insurance requirements

Each of the Parties must, at its own expense, obtain and thereafter maintain, or be insured under its own comprehensive insurance policies in relation to liability arising under this agreement on terms no less favourable than a reasonable supplier of such services set out in this agreement would maintain from time to time during the period of this agreement.

Where either of the Parties has appointed a Subcontractor to carry out all or some of the Duties set out in this agreement, that subcontracting party must ensure that the Subcontractor obtains and thereafter maintains, or is insured under such insurances as are appropriate to the provision of the services set out in this agreement.

7.2. Evidence of insurance

On request by SESLHD, SNSWLHD must provide certificates of currency and such other evidence of insurance reasonably requested by SESLHD proving that the policies of insurance on the terms required under this agreement have been obtained and are current.

On request by SNSWLHD, SESLHD must provide certificates of currency and such other evidence of insurance reasonably requested by SNSWLHD proving that the policies of insurance on the terms required under this agreement have been obtained and are current.

7.3. Parties to notify

Either Party must notify the other Party within 2 business days of:

- (a) Any event which affects or may affect compliance by the notifying Party of its obligations under this Clause 7 including any cancellation of any policy or reduction of limit of coverage below that required by this agreement, and promptly take such steps as are reasonably necessary to rectify any actual or potential non-compliance with this Clause 7.
- (b) As soon as practicable, of the occurrence of any act, omission or event that may give rise to a claim under any policy of insurance effected or maintained under this agreement.

8. NOTICES

All notices under this Agreement shall be in writing.


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9. SIGNATURES

Signed for and on behalf of South Eastern Sydney Local Health District, but not as to incur personal liability, in the presence of:



Signature of Witness



Signature of authorised representative

Felicia Butler

Name of Witness

W. (ES)

Name and title of authorised representative

Date: 05.11.2021

Signed for and on behalf of SNSWLHD Local Health District, but not as to incur personal liability, in the presence of:



Signature of Witness



Signature of authorised representative

Karen Clark

Margaret Bennett
Chief Executive

Name of Witness

Name and title of authorised representative

Date: 12 November 2021

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10. SCHEDULES

10.1. Schedule 1 – Referring Hospitals

NSW Telestroke Service Referring Hospitals within Southern NSW Local Health District:

1. South East Regional
2. Moruya
3. Goulburn
4. Cooma

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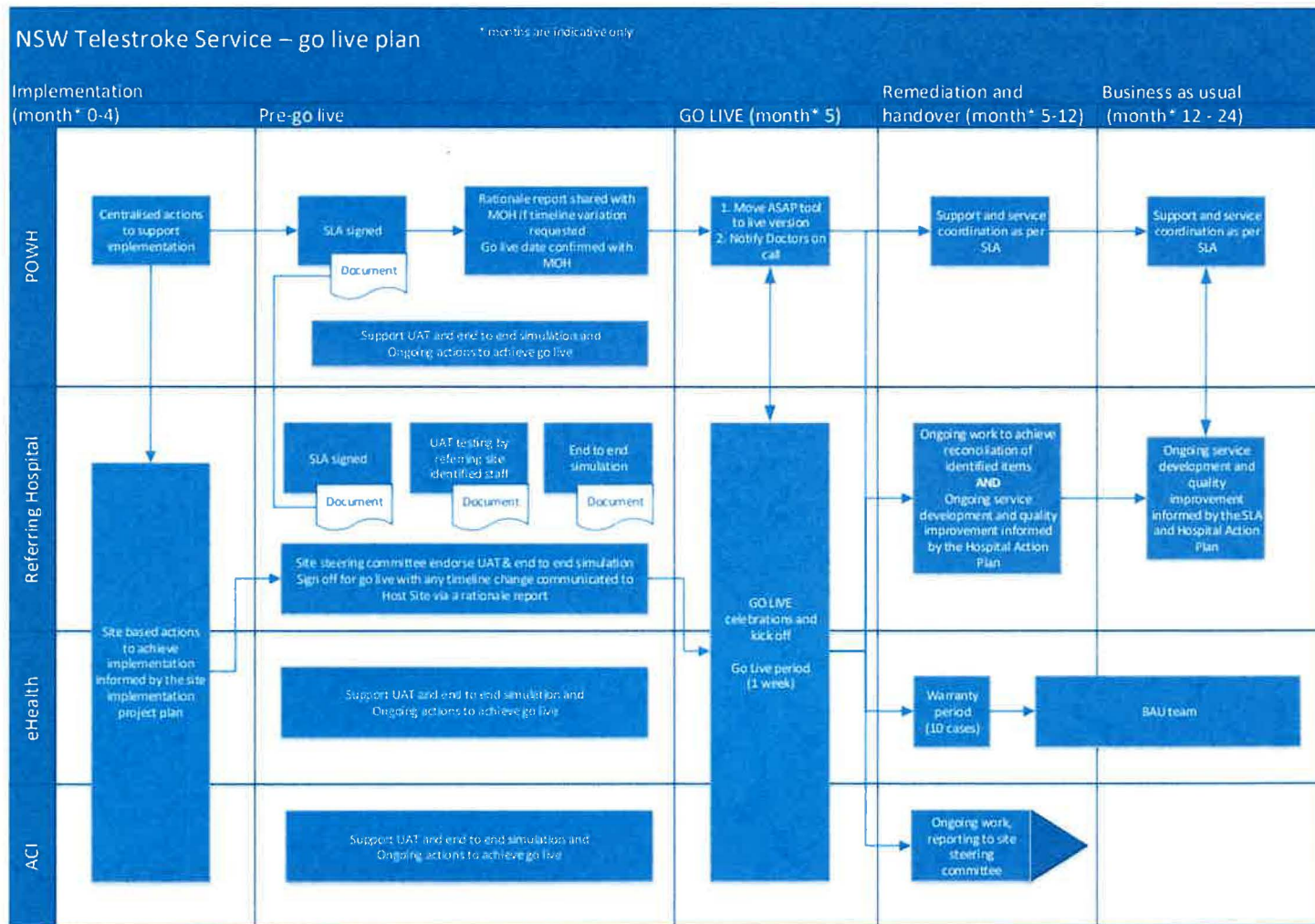
10.2. Schedule 2 – Go Live Procedure

Key Milestones to achieve Go Live include:

- Local governance established
- Program management established
- Telestroke carts augmented and operational
- Clinical processes aligned with Telestroke
- Imaging operational
- Training completed & saturation achieved
- Protocols and procedures updated to reflect Telestroke
- *End to End Simulation completed
- *User Acceptance Testing (UAT) completed
- *MOU executed
- Deliverables completed
- Sign off from all parties as per Diagram 1 to proceed with go live
- Handover from eHealth to Local ICT and SESLHD ICT
- Go Live

Note: * indicates document exists to support process

Diagram 1 – Go Live Plan



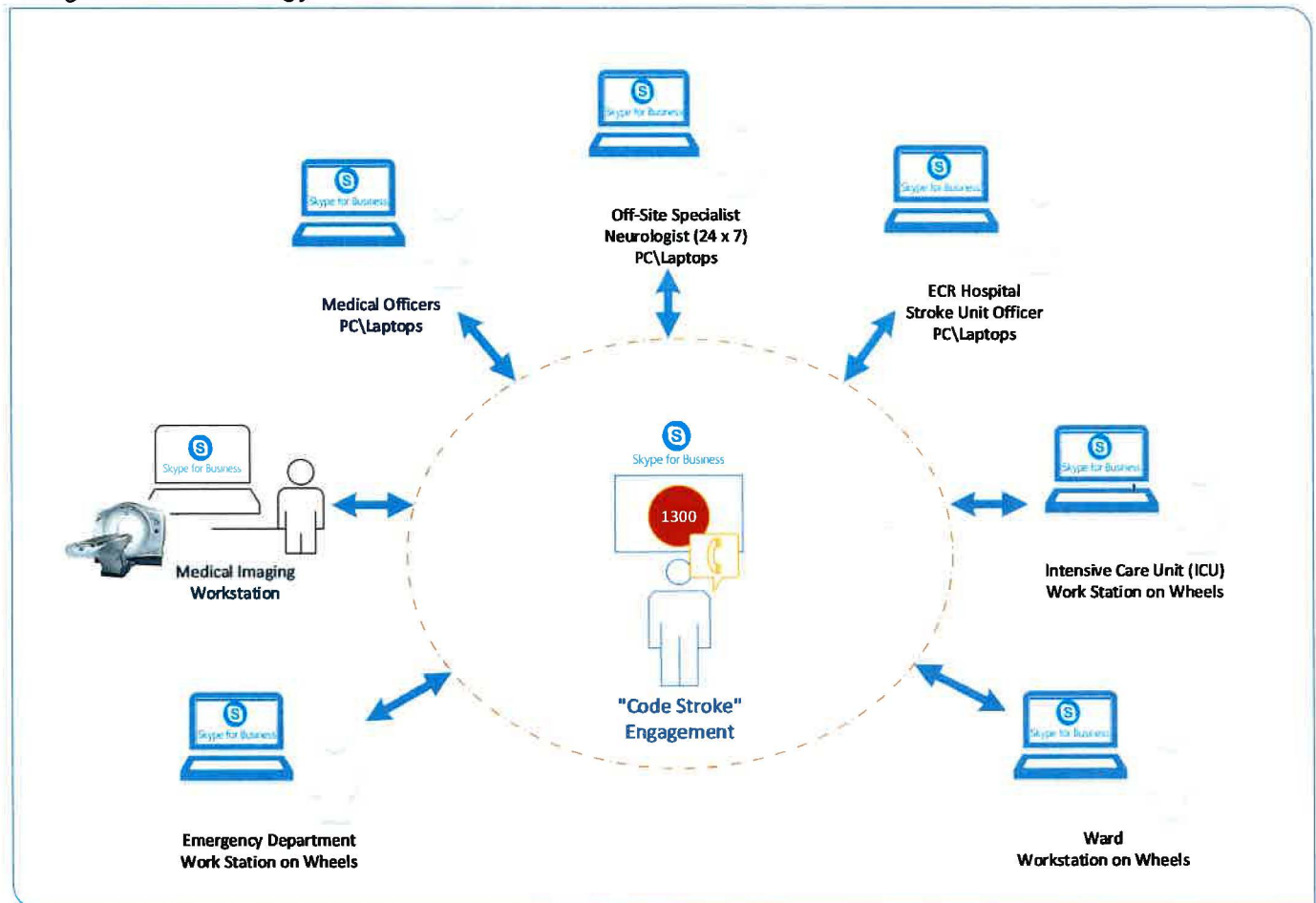
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10.4. Schedule 4 – Hospital Based Technology Model

The NSW Telestroke Service uses Skype for Business (SfB) to enable consultation between on-call clinicians, Emergency Department, Medical Imaging and patients. With many of the parties being in different physical locations this system employs direct communication with the resident health care professional/s and stroke specialists using SfB platform for voice, desktop sharing of information and live CT scanning and video collaboration capability. The Telestroke service leverages:

Statewide platforms:
<ul style="list-style-type: none"> • Statewide Skype for Business • Statewide Wireless Core • HWAN (Health Wide Area Network) • EIR (Enterprise Imaging Tool)
Local ICT assets such as:
<ul style="list-style-type: none"> • Workstation on Wheels (WOW) augmented with standardised and supported cameras/ handsets • LHD PCs (Including SOE) i.e. WOW, Medical Imaging, Stroke

Diagram of Technology infrastructure



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10.5. Schedule 5 – Hospital Action Plan Template (suggested)

xx Hospital – Telestroke Referring Hospital Action Plan

Staffing report:

Position	Name of incumbent	Hours per week	Working days	Comments
Project officer				
Stroke coordinator				

Description of Governance structure:

Changes since last report:

-
-

Highlights / key achievements since last report:

-
-

Issues / concerns for communication to NSW Telestroke Service

-
-

Quality improvement report:

Project	Key expected outcome	Activity lead	Timeframe	Status update

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10.6. Schedule 6 – Monitoring and Evaluation plan

A copy can be provided to you via email by contacting the contact person for this MOU for the NSW Telestroke Service

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10.7. Schedule 7 – Imaging model

The minimum image set for TSS clinical service delivery is as follows:

Priority	Scan Type	Source	Destination
1	Non Con Thin	CT Scanner	TS.EIR
2	Non Con Thick (Axial) 3-5mm	CT Scanner	TS.EIR
3	CTP Thicks where possible, If not Thins	CT Scanner	RAPID
4	Perfusion MAPS	RAPID	TS.EIR / Local PACS / Email
5	CTA Thin	CT Scanner	TS.EIR

Diagram of imaging model

