

Memorandum of Understanding

Background

Margaretville Memorial Hospital (“Margaretville”) has been awarded funding from the HRSA Rural Health Network Development Planning Grant Program to implement the *New York Strategic Training and Response Outreach for Key Emergency (NY STROKE) Care Network* (the “Project”). The goal of the Project is to improve care for stroke patients across rural communities in New York’s Hudson Valley Region. As part of the Project, the parties set forth on the signature page shall form a network to facilitate enhanced educational opportunities for EMS providers and other community members, and enable improved recognition and response during stroke emergencies (the “Network”). Additionally, the Network will work to coordinate care in a manner that expedites treatment for high acuity patients in the most appropriate care setting.

The Network shall focus on improving health outcomes through expanded services and care coordination strategies in a rural three-county region of the Hudson Valley - Delaware, Ulster, and Sullivan counties. Each party understands the unique healthcare needs of the region and seeks to improve patient outcomes and health equity throughout the community. Margaretville convenes the Network, whose members include HealthAlliance Hospital Mary’s Avenue Campus d/b/a HealthAlliance Hospital, Margaretville Nursing Home, Inc. d/b/a Mountainside Residential Care Center, Delaware County Emergency Services, Ulster County Department of Emergency Services, Sullivan County Bureau of Emergency Medical Services, and Delaware County Office for the Aging. These organizations/agencies will work together to ensure successful implementation and evaluation of the funded Project.

Purpose

This Memorandum of Understanding (“MOU”) is an agreement between the following parties and establishes the roles, responsibilities, and resources that each party will contribute to the Project.

Margaretville Memorial Hospital: Roles and Responsibilities

Margaretville will serve as the convener of the Network and the lead coordinator of the proposed Project.

Network responsibilities

- Convene the Network on a monthly basis.
- Informally assess the Network’s functioning and members’ satisfaction through phone calls and in person check-ins.
- Formally assess the Network’s purpose, operations and members’ satisfaction on a quarterly basis using a Network assessment tool.
- Facilitate processes to adjust the Network’s functions, operations, and membership, as needed.
- Lead the Network’s strategic planning process.

Project responsibilities

- Dedicate a 0.15 FTE Interim Network/Project Director and a Network Coordinator.
- Implement components of the Work Plan as outlined.
- Meet monthly (in-person or via phone) to describe progress, share information and troubleshoot problems.
- Develop public outreach survey questions, interview materials, and meeting protocols for EMS stroke knowledge assessment and community engagement efforts.
- Contribute public evaluation data as outlined in the Project proposal, including data on population and EMS stroke knowledge levels in the Project area.
- Conduct a thorough Strengths Weaknesses Opportunities Threats (SWOT) analysis and present reports to Network members.
- Identify strategies to expand access to health care services in Project area.
- Formally adopt NY STROKE Network Strategic Plan and inform service area residents and stakeholders.
- Develop a sustainability plan suitable for replication in other rural areas experiencing challenges with EMS

stroke knowledge gaps.

- Evaluate NY STROKE Network and strategic planning efforts
- Synthesize Project data and methodology into publishable form to enable further analysis and replicability.

HealthAlliance Hospital: Roles and Responsibilities

HealthAlliance will serve as a member of the Network and implement the following components of the proposed Project.

Network responsibilities

- Serve as member of the Network
- Contribute to the planning, implementation, and sustainability of the proposed Project.
- Participate in activities to assess and improve the Network's functioning.

Project responsibilities

- Dedicate a member of HealthAlliance's staff to serve as Project liaison to Margaretville and other Network members.
- Implement components of the Work Plan as outlined.
- Fully participate in planning activities and the formalization of the funded NY STROKE Care Network;
- Assist in the identification and development of an educational curriculum that will enhance the ability of EMS personnel to effectively respond to stroke and other neurological emergencies;
- Establish and participate in an efficient referral and feedback Network to expedite appropriate care for stroke and neuro patients;

Delaware County Emergency Services (DelCo EMS): Roles and Responsibilities

DelCo EMS will serve as a member of the Network and will implement the following components of the proposed Project.

Network responsibilities

- Serve as member of the Network
- Actively participate in the Network's meetings.
- Contribute to the planning, implementation, and sustainability of the proposed Project.
- Participate in activities to assess and improve the Network's functioning.

Project responsibilities

- Dedicate a member of DelCo EMS' staff to serve as Project liaison to Margaretville and other Network members.
- Implement components of the Work Plan as outlined.
- Meet monthly (in-person or via phone) to describe progress, share information and troubleshoot problems.
- Fully participate in planning activities and the formalization of the funded NY STROKE Care Network;
- Assist in the identification and development of an educational curriculum that will enhance the ability of EMS personnel to effectively respond to stroke and other neurological emergencies;
- Assist in the development of a training plan to maximize the number of EMS personnel receiving instruction through this curriculum in the Project area;
- Continue to provide patient transportation to appropriate providers;
- Establish and participate in an efficient referral and feedback Network to expedite appropriate care for stroke and neuro patients;
- Commit DelCo EMS providers to undergo future trainings on effectively responding to stroke and other neurological emergencies.

Ulster County Department of Emergency Services (Ulster County EMS): Roles and Responsibilities

Ulster County EMS will serve as a member of the Network and will implement the following components of the proposed Project.

Network responsibilities

- Serve as member of the Network
- Actively participate in the Network's meetings.
- Contribute to the planning, implementation, and sustainability of the proposed Project.
- Participate in activities to assess and improve the Network's functioning.

Project responsibilities

- Dedicate a member of Ulster County EMS' staff to serve as Project liaison to Margaretville and other Network members.
- Implement components of the Work Plan as outlined.
- Meet monthly (in-person or via phone) to describe progress, share information and troubleshoot problems.
- Fully participate in planning activities and the formalization of the funded NY STROKE Care Network;
- Assist in the identification and development of an educational curriculum that will enhance the ability of EMS personnel to effectively respond to stroke and other neurological emergencies;
- Assist in the development of a training plan to maximize the number of EMS personnel receiving instruction through this curriculum in the Project area;
- Continue to provide patient transportation to appropriate providers;
- Establish and participating in an efficient referral and feedback Network to expedite appropriate care for stroke and neuro patients;
- Commit Ulster County EMS providers to undergo future trainings on effectively responding to stroke and other neurological emergencies.

Sullivan County Bureau of Emergency Medical Services (Sullivan County EMS): Roles and Responsibilities

Sullivan County EMS will serve as a member of the Network and will implement the following components of the proposed Project.

Network responsibilities

- Serve as member of the Network
- Actively participate in the Network's meetings.
- Contribute to the planning, implementation, and sustainability of the proposed Project.
- Participate in activities to assess and improve the Network's functioning.

Project responsibilities

- Dedicate a member of Sullivan County EMS' staff to serve as Project liaison to Margaretville and other Network members.
- Implement components of the Work Plan as outlined.
- Meet monthly (in-person or via phone) to describe progress, share information and troubleshoot problems.
- Fully participate in planning activities and the formalization of the funded NY STROKE Care Network;
- Assist in the identification and development of an educational curriculum that will enhance the ability of EMS personnel to effectively respond to stroke and other neurological emergencies;
- Assist in the development of a training plan to maximize the number of EMS personnel receiving instruction through this curriculum in the Project area;
- Continue to provide patient transportation to appropriate providers;
- Establish and participate in an efficient referral and feedback Network to expedite appropriate care for stroke and neuro patients;

- Commit Sullivan County EMS providers to undergo future trainings on effectively responding to stroke and other neurological emergencies.

Delaware County Office for the Aging (DelCo OFA): Roles and Responsibilities

DelCo OFA will serve as a member of the Network and will implement the following components of the proposed Project.

Network responsibilities

- Serve as member of the Network
- Actively participate in the Network's meetings.
- Contribute to the planning, implementation, and sustainability of the proposed Project.
- Participate in activities to assess and improve the Network's functioning.

Project responsibilities

- Dedicate a member of DelCo OFA's staff to serve as Project liaison to Margaretville and other Network members.
- Implement components of the Work Plan as outlined.
- Meet monthly (in-person or via phone) to describe progress, share information and troubleshoot problems.
- Fully participate in planning activities and the formalization of the proposed NY STROKE Care Network
- Assist in the identification and development of an educational curriculum that will enhance the ability of EMS personnel to effectively respond to stroke and other neurological emergencies
- Establish and participate in an efficient referral and feedback Network to expedite appropriate care for stroke patients
- Commit Delaware County Office for the Aging providers to undergo future trainings on effectively responding to stroke emergencies.

Margaretville Nursing Home, Inc. d/b/a Mountainside Residential Care Center (MRCC): Roles and Responsibilities

MRCC will serve as a member of the Network and will implement the following components of the proposed Project.

Network responsibilities

- Serve as member of the Network
- Actively participate in the Network's meetings.
- Contribute to the planning, implementation, and sustainability of the proposed Project.
- Participate in activities to assess and improve the Network's functioning.

Project responsibilities

- Dedicate a member of MRCC's staff to serve as Project liaison to Margaretville and other Network members.
- Implement components of the Work Plan as outlined.
- Meet monthly (in-person or via phone) to describe progress, share information and troubleshoot problems.
- Fully participate in planning activities and the formalization of the proposed NY STROKE Care Network
- Assist in the identification and development of an educational curriculum that will enhance the ability of EMS personnel to effectively respond to stroke and other neurological emergencies
- Establish and participate in an efficient referral and feedback Network to expedite appropriate care for stroke patients
- Commit MRCC providers to undergo future trainings on effectively responding to stroke emergencies.

Liability

Each party to this MOU agrees, to the extent authorized under federal law and the laws of New York State, to indemnify and hold the other parties, including their trustees, officers, directors, employees, affiliates and agents,

harmless from any claim, demand, suit, loss, or liability which the indemnified party(ies) may sustain as a result of the indemnifying party's breach of its duties under this MOU or the indemnifying party's acts or omissions, including but not limited to any liability or expense due to claims for personal injury or property damage arising out of the furnishing, performance or use of the services contemplated under this MOU; provided, however, that no party will hold the other party(ies) harmless from any claims, demands or causes of action to the extent arising or resulting, in whole or in part, directly or indirectly, from negligence or reckless or intentional misconduct (whether sole, joint, concurring, or otherwise) of the other party(ies), its/their trustees, officers, directors, employees, affiliates or agents, or any other person or entity not subject to the indemnifying party's supervision or control. This indemnification will include reasonable expenses incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party. As a condition precedent to asserting a right of indemnity, the party seeking indemnification shall give the indemnifying party written notice of the assumption of the claim as to which the right of indemnification is claimed to exist. The parties shall each maintain the insurance coverages listed on Schedule A attached to this MOU, and shall provide evidence of such coverages to the other parties upon request.

Duration

This MOU will commence on July 1, 2025 and will dissolve at the end of the HRSA funding period, unless sooner terminated as provided herein.

Amendments

Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the parties to this MOU, shall be incorporated in writing and effective when executed by all parties to this MOU.

Termination

This MOU may be terminated by any party without cause by giving thirty (30) days' advanced written notice to the other parties, or immediately with cause.

Agents and Agency

The parties agree that their relationship to each other shall be that of independent contractors. Employees supplied by any party to the performance of this MOU shall not for any purpose be considered employees or agents of any other party. Each party shall be solely responsible for supervision, daily direction and control of its employees in the performance of this MOU.

Choice of Law

This MOU shall be construed in accordance with the laws of the State of New York, regardless of conflict of laws provisions. Only the federal or state courts located in Westchester County, New York shall have jurisdiction to hear any dispute under this MOU.

COMPLIANCE WITH LAW:

Protected Health Information. Each party shall comply in all respects with the provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and all regulations promulgated thereunder.

Conflicts of Interest. The parties represent that they have disclosed all relationships or financial interests that may represent or could be construed as a conflict of interest with respect to this Project.

Personal Inducements. The parties represent and warrant that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of one party to another party and/or the employees, officers, or directors of any party or, to any other

person, party or entity affiliated with a party, as an inducement to purchase or to influence the purchase of services by a party or from a party.

Debarment. Each party represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs; it has conducted a search of the Excluded Parties List System on the System for Award Management website and has attached to this MOU a printout indicating that the party has not been identified on the Excluded Parties List System (EPLS). Each party shall notify the other parties immediately, in writing, of any change in this representation during the term of this MOU. Such change in circumstances shall constitute cause by the other parties to immediately terminate this MOU.

Applicable Regulations and Regulatory Compliance. Each party warrants that any or all services purchased pursuant to this MOU will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations, if any. Each party further warrants it shall comply with all applicable laws and regulations in the performance of its duties and obligations hereunder. Each party shall obtain and maintain in full force and effect during the term of this MOU all licenses, permits, certificates and accreditations as may be required by law or regulation, if any.

No Discrimination. In performing its obligations hereunder, each party, or any person working on the party's behalf, shall not discriminate, harass or intimidate any individual on account of race, creed, color, sex, sexual orientation, gender identity or expression, age, disability, national origin, marital status, genetic predisposition or carrier status and all other protected categories.

A breach of any representation under this Compliance with Law section shall be grounds for immediate termination of this MOU.

[SIGNATURE PAGE FOLLOWS]

Margaretville Memorial Hospital

Signature: _____

Date: _____

Name: _____

Title: _____

Margaretville Nursing Home, Inc. d/b/a Mountainside Residential Care Center

Signature: _____

Date: _____

Name: _____

Title: _____

HealthAlliance Hospital Mary's Avenue Campus d/b/a HealthAlliance Hospital

Signature: _____

Date: _____

Name: _____

Title: _____

Delaware County Emergency Services

Signature: _____

Date: _____

Name: _____

Title: _____

Delaware County Office for the Aging

Signature: _____

Date: _____

Name: _____

Title: _____

Ulster County Department of Emergency Services

Signature: _____

Date: _____

Name: _____

Title: _____

Sullivan County Bureau of Emergency Medical Services

Signature: _____

Date: _____

Name: _____

Title: _____

SCHEDULE A

1. Prior to providing the services hereunder, each party shall obtain at its own cost and expense the insurance required herein from licensed insurance companies, carrying a Best's financial rating of A or better. The policies or certificates thereof shall provide that each party shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name the party, identify this MOU, and be sent via registered mail, return receipt requested. Failure of a party to obtain and maintain any insurance required hereunder shall not relieve the party from any of its obligations hereunder, including but not limited to indemnification, or from any liability hereunder. All property losses shall be made payable to and adjusted with the other party(ies).

2. Each party shall obtain the following coverage, and provide proof upon request:
 - (a) Workers' Compensation. Consultant shall provide to evidence that it maintains, in full force and effect, all Workers' Compensation and Disability Benefits required by applicable law.
 - (b) Employer's liability insurance with a minimum limit of \$1,000,000.
 - (c) General liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for combined bodily injury and property damage, naming the other parties as additional insureds, which can be met through a combination of primary and excess limits. This insurance shall indicate the following coverage on the certificate of insurance:
 - (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Independent Contractor and Sub-Contractor.
 - (iv) Products and Completed Operations.
 - (d) Errors and Omissions Insurance on an occurrence basis covering each party and each party's employees and all of their activities hereunder, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.
 - (e) Professional Liability (Entity/Contractor). Professional liability insurance covering each party and its professional employees, with a minimum limit of \$5 million in the annual aggregate.
 - (d) Professional Liability (Individual). Professional liability insurance covering each professional employee, with minimum limits of \$1 million per occurrence and \$3 million in the annual aggregate or such greater amounts as may be required amongst the parties from time to time.
 - (e) Claims-Made Professional Liability-Tail Coverage. In the event that any of the professional liability coverage required hereunder is on a claims-made basis, the following shall apply: If this MOU expires or terminates for any reason, or in the event a party, any of its professional employees changes carriers during or after the term hereof, the party shall, and shall ensure that all such individuals shall, purchase "tail" coverage and/or take any and all necessary steps to ensure that the party and such individuals are covered at the levels set forth herein for all incidents occurring during the term hereof, regardless of when a claim is brought. Except to the extent precluded by legal obligations, each party will notify the other parties as soon as reasonably possible after a party has acquired knowledge of any claim arising out of or alleged to arise out of the delivery of services under this MOU.

3. All policies and certificates of insurance required herein shall provide that:
 - (a) The insurer of party, or the party itself if it is self-insured, shall have no right to recovery or subrogation against the other parties (including its employees and agents), it being the intention of the parties that the insurance policies shall protect all parties and be primary coverage for any and all losses covered by the insurance.
 - (b) The insurer, or party if it is self-insured, shall have no recourse against the other parties (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) Each party assumes responsibility, and is solely at risk for, any and all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to the parties to this MOU.