

MEMORANDUM OF UNDERSTANDING #450-M1410
Level III Trauma Center Designation

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Marshall Medical Center, a non-profit general acute care hospital, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Contractor"), and whose Agent for Service of Process is James Whipple, 1100 Marshall Way, Placerville, CA 95667.

RECITALS

WHEREAS, on August 16, 2005, the El Dorado County Board of Supervisors approved a revised Trauma Plan, pursuant to Health and Safety Code Sections 1798.163 and 1798.166, and;

WHEREAS, County has established an Emergency Medical Services Agency and implemented an Emergency Medical Services (“EMS”) System consisting of an advanced life support (paramedic) system and a regional Trauma System as part thereof, pursuant to applicable Health and Safety Code sections; and

WHEREAS, County, through its Emergency Medical Services Agency, may designate trauma facilities as part of its regional Trauma System, pursuant to Health and Safety Code Section 1798.165; and California Code of Regulations, Title 22, Division 9, Chapter 7; and

WHEREAS, County and Contractor have worked together to develop and operate a regional Trauma System, and desire to collaborate in the future to ensure that the County’s Trauma System may serve as a model for other jurisdictions to emulate; and

WHEREAS, Contractor represents that it possesses those performance characteristics, personnel, and equipment required in Exhibit A “Level III Trauma Standards,” attached hereto and incorporated by reference herein, and that it meets or exceeds the requirements for a Level III Trauma Center set forth under the applicable regulations, including but not limited to the criteria identified in Exhibit A attached hereto; and

WHEREAS, Contractor has been examined on site by the American College of Surgeons (“ACS”) Verification Review Committee and has verified that Contractor meets the criteria for a Level III Trauma Center as shown in the Certificate of Verification, attached hereto as Exhibit B and incorporated by reference herein; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this MOU shall mean the State of California unless otherwise specified), and local laws, including but not limited to the County Trauma Standards attached hereto as Exhibit A, the County’s EMS System Policy, Procedures and Protocol, and California Code of Regulations, Title 22, Division 9, Chapter 7; and

WHEREAS, County has determined that the provision of these services by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors. The County has determined these are authorized by County of El Dorado Charter, Section 210 (b) (6) and/or Government Code 31000.

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide staffing, facilities, equipment, supplies, and reports in accordance with this MOU. Contractor shall operate continuously throughout the term of this MOU with at least the minimum number and type of staff which meet applicable Federal, State, and County requirements, and which are necessary for the provision of Level III Trauma services hereunder.

A. Abbreviations/Definitions:

ACS	American College of Surgeons
Base Hospital	An acute care hospital responsible for providing on-line (active communication via radio, telephone or other electronic telephonic communication device) and off-line (discussion at Continuous Quality Improvement or peer review meetings) medical direction/control to County accredited EMT-Ps, pursuant to a written agreement with the County in accordance with Title 22 CCR Division 9, Chapter 4, §100169.
Catchment Area	Geographic area assigned to the Contractor by the County.
CCR	California Code of Regulations
EMS Agency	El Dorado County Emergency Medical Services Agency.
EMS Agency Administrator	The person responsible for directing, managing, and supervising the activities, policy development, and policy implementation of the EMS Agency.
ER	Emergency Room
ICU	Intensive Care Unit
OR	Operating Room

Trauma Center	Contractor's general acute care facility that provides the medical services which is designated as part of the County's Trauma System Plan.
Trauma Victim	Trauma center candidate as defined by the triage protocol developed by the County pursuant to the Trauma Plan.
Trauma Plan	Protocols, policies, and procedures adopted by the County which governs the County's Trauma System

B. Responsibilities of County: County agrees to:

1. Trauma Plan. Provide management direction to, and review components of, the County's Trauma Plan.
2. EMS System Policy, Procedures, and Protocol. Evaluate protocols, policies, and procedures for the County's EMS System in compliance with applicable chapters of the California Code of Regulations, Title 22, Division 9, conduct periodic performance evaluations of the County's EMS System, and make appropriate changes as necessary. County shall notify Contractor when it desires to adopt, change, or modify the protocols, policies, and procedures that make up the Trauma Plan. County and Contractor shall cooperate to strengthen the Trauma System. Prior to adopting the protocols, policies, and/or procedures (or amendments to same) County shall meet and confer with the Contractor with final drafts. The parties will implement the policies and procedures, or protocols subsequent to review by Contractor, unless otherwise required by law
3. Trauma Victim Use of Contractor Facilities. County makes no guarantee that trauma victims will be delivered to Contractor for care, and County cannot ensure that any minimum number of trauma victims will be delivered to Contractor during the term of this Trauma Designation MOU. However, County agrees to make best effort to cause other participants in the County EMS System to follow transfer guidelines regarding catchment area boundaries in determining transfer of trauma victims to Contractor.
4. Trauma Registry. Pursuant to Title 22, CCR Section 100257, the County EMS Agency shall develop and implement a standardized data collection instrument and implement a data management system for trauma care.
 - a. Contractor shall ensure data submitted into the Trauma Registry System shall include:
 - i. Prehospital data including at least those data elements required pursuant to California Code of Regulations, Title 22, Division 9, Chapter 3, Article 6, section 100129 and California Code of Regulations, Title 22, Division 9, Chapter 4, Article 8, Section 100170.
 - ii. Hospital data shall include at least those elements listed below, when applicable:
 - (1) Time of arrival and patient treatment in:
 - (a) Emergency Department or trauma receiving area; and
 - (b) Operating room, as applicable.
 - iii. Date of initial admission, intensive care, and discharge.
 - iv. Discharge data, including:

- (1) Total hospital charges (aggregate dollars only);
 - (2) Patient destination; and
 - (3) Discharge diagnosis.
 - b. The EMS Agency shall provide periodic reports, as requested, to all hospitals participating in the trauma system.
 - c. Any change to, or modification of, the Trauma Registry Data Collection System should be processed in accordance with the procedure outlined in the Article titled "Scope of Services," herein.
 - d. All trauma data shall be integrated into the EMS Agency and State EMS authority data management system.
- 5. Contract Performance.
 - a. Maintain a committee to monitor, evaluate and report on the necessity, quality, and level of trauma care services, hereinafter referred to as the "Regional Trauma Continuous Quality Improvement Committee" ("TQIC") and afford Contractor medical representation on such committee.
 - b. Perform one or more periodic announced and unannounced site visits to the Contractor's facility annually for the purpose of monitoring contract performance and compliance.
 - c. Ensure advances in the profession, availability of special facilities, equipment and specialists, the prevailing national or local standard, and all other relevant information are considered by the County in evaluating Contractor's competence and performance.
- C. Responsibilities of Contractor: Contractor agrees to:
 - 1. Service to Trauma Victims:
 - a. Provide Trauma Center services to trauma victims delivered from within Contractor's catchment area pursuant to the County's Trauma Plan and EMS System, subject to applicable statutes concerning the provision of emergency medical services.
 - b. Provide care that is legally required, and ensure prompt transfer of patients when medically indicated. This Trauma Designation MOU does not affect the Contractor's duties and obligations as a hospital with a licensed basic emergency department.
 - c. Provide medical services as indicated regardless of the Trauma Victim's ability to pay for any services provided.
 - d. Provide appropriate pre-hospital destination direction or prompt transfer of a trauma patient to another trauma center when the Contractor does not have appropriate resources immediately available to care for the trauma patient.
 - e. Immediately notify the County of any Trauma Center diversion or closure. Notification shall consist of the date, time, and reason for diversion/closure. The County shall be notified when the trauma center has reopened. Notification shall consist of the date and time of reopening. Every effort shall be made by the Contractor to limit trauma center diversion and to report as soon as possible.
 - f. At all times during the term of the Level III Trauma Designation granted hereunder, Contractor shall meet or exceed all of the requirements of a

Level III Trauma Center under the applicable laws and regulations, and the County's Level III Trauma Standards attached hereto as Exhibit "A" and incorporated herein by this reference, as may be modified or updated from time to time in accordance with the law or Article titled "Scope of Services," herein.

2. Quality Assurance:

- a. Contractor shall develop and maintain a quality improvement process (referred to herein as Contractor's "Level III Trauma Quality Assurance Program or Plan") in accordance with the requirements of California Code of Regulations, Title 22, Division 9, Chapter 7, Article 4. Contractor's Level III Trauma Quality Assurance Program or Plan shall include the development of its own written standards for quality assurance meeting, at a minimum, the County's Trauma Standards attached hereto as Exhibit A, and including expectations of timely performance from all ancillary and surgical units of the Trauma Center, diligence in the care and management of trauma victims and the provision of medically appropriate follow up of patient outcome. Contractor's Level III Trauma Quality Assurance Program or Plan shall include, at minimum, written policies for (a) problem identification, (b) development of a corrective action plan, (c) implementation of a corrective action plan and (d) follow up.
- b. Contractor shall routinely monitor its compliance with Contractor's Level III Trauma Quality Assurance Program or Plan. Contractor shall monitor, maintain and upgrade if necessary, the care, skill and diligence provided to patients pursuant to this Trauma Designation MOU to ensure that the degree of care and skill that Contractor, physicians and other professional staff exercise in providing service is that which is expected of reasonably competent trauma/base hospital facility physicians, nurses and other personnel in the same or similar circumstances. Contractor agrees to implement quality assurance activities required herein and initiate appropriate corrective action as necessary. Contractor shall consider advances in the profession, availability of special facilities, equipment and specialists, the prevailing national or local standard, and all other relevant information in evaluating its own competence and performance. Documentation of Contractor's Level III Trauma Quality Assurance Program or Plan and its implementation shall be available to the County upon request, and must reflect a current, complete, regular, and ongoing monitoring of Contractor's performance.

3. Accreditation and Standards: Maintain current Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation. Should Contractor lose accreditation, the County may act to terminate this Trauma Designation MOU with cause.

4. Community Education:

- a. Provide EMS pre-hospital personnel continuing medical education in trauma care meeting the standards set forth in the County's Level III Trauma Standards, attached hereto as Exhibit A, as may be modified or updated from time to time in accordance with the law or Article titled

- “Scope of Services,” herein.
- b. Conduct public education activities meeting the standards set forth in the County’s Level III Trauma Standards, attached hereto as Exhibit A, as may be modified or updated from time to time in accordance with the law or Article titled “Scope of Services,” herein.
 - c. Develop and maintain telephone or on-site consultations for community physicians and providers regarding the immediate management of trauma victims’ care and the pre-hospital management of emergency patients’ care. The procedure for obtaining telephone and on-site consultation must be outlined and distributed by Contractor to all healthcare facilities in the Trauma Center’s catchment area.
5. Should Contractor lose its designation as a Base Hospital, this MOU shall automatically terminate.

ARTICLE II Term

This Trauma Designation MOU shall be effective when signed by both parties hereto and shall cover the period of May 4, 2014 through May 3, 2020, unless earlier terminated pursuant to the terms of this MOU.

ARTICLE III

Level III Trauma Designation: County, through its EMS Agency, hereby designates Contractor as a Level III Trauma Facility subject to the conditions set forth in Exhibit A for the term of this Trauma Designation MOU.

- A. If Contractor desires to continue its Level III Trauma Center designation or seeks re-designation at any time, a prerequisite to continuing or re-designation shall be a certificate showing current Level III Trauma Center Verification by an independent source, approved by the County, certifying that Contractor meets the minimum acceptable standard criteria of a Level III Trauma Center as established by the ACS. If the County approves continuing the designation or approves an application or request for re-designation, such continuing designation or re-designation shall be made by written agreement executed by both parties in the form of an amendment to this MOU or a subsequent MOU.
- B. Contractor is responsible for all costs associated with obtaining and maintaining its Level III Trauma designation, including but not limited to, the cost of acquiring an ACS certification.
- C. Contractor agrees to compensate County for all costs allowed to be charged by law for conferring and administering the trauma designation and for developing and maintaining the County’s trauma plan. County may invoice Contractor annually, semi-annually, or more frequently as costs are incurred in accordance with the rate schedule attached hereto as Exhibit C. Contractor agrees to pay County within thirty (30) days of receipt of an invoice from County pursuant to this section

ARTICLE IV

Maximum Obligation: The maximum contractual obligation from Contractor to County under this MOU shall not exceed \$10,000 for all of the stated services during the term of the MOU.

ARTICLE V

Changes to Trauma Designation MOU: This Trauma Designation MOU may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Contractor to County: It is understood that the services provided under this Trauma Designation MOU shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this MOU, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this MOU nor provide information in any manner to any party outside of this MOU that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Trauma Designation MOU. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this MOU during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Trauma Designation MOU in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Trauma

Designation MOU, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within sixty (60) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Trauma Designation MOU, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may immediately terminate this Trauma Designation MOU without prior notice or an opportunity to cure if Contractor ceases to operate as a business, Contractor's license to operate as a general acute care hospital or basic emergency facility is revoked or suspended, or Contractor otherwise becomes unable to substantially perform trauma care services as required by Exhibit "A."
- D. Termination or Cancellation without Cause: County may terminate this Trauma Designation MOU in whole or in part upon sixty (60) calendar days written notice by County without cause. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. Termination with Cause: County may immediately terminate this Trauma Designation MOU if Contractor's license to operate as a general acute care hospital or basic emergency facility is revoked or suspended. For other causes, County may terminate this MOU if the cause is not cured within sixty (60) days after a written notice specifying the cause is delivered to Contractor. Cause may include, but shall not be limited to: (A) failure to comply with material terms and conditions of this MOU; (B) failure to make available sufficient personnel and hospital resources needed to provide the trauma care services as required by Exhibit A; (C) gross misrepresentation or fraud; (D) substantial failure to cooperate with County's monitoring of Trauma Center services and (E) substantial failure or refusal to cooperate with quality assurance and audit findings and recommendations within a specified time period.

Should the Contractor wish to terminate this Trauma Designation MOU based on policy changes as outlined in the Article titled "Scope of Services," herein, Contractor shall have the right to deliver to County, within thirty (30) days after adoption, written notice of termination of this MOU; such termination shall be effective thirty (30) days following receipt of notice by County, unless a later date is specified in the notice.

ARTICLE X

Bypass: Notwithstanding County’s rights to terminate this Trauma Designation MOU as noted in the Article titled “Default, Termination, and Cancellation,” County may in addition to, or in lieu of, initiating termination of this MOU, institute bypass procedures whereby Contractor will not be utilized as a Trauma Center for intervals when it is not in compliance with the County’s Level III Trauma Standards, attached hereto as Exhibit A, as may be modified or updated from time to time in accordance with the law or the Article titled “Scope of Services,” herein. County may initiate this procedure at the request or with the consent of, Contractor, or on its own initiative when it determines that the integrity of the Trauma System or the quality of patient care is not in compliance with the requirements of Exhibit A.

ARTICLE XI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this MOU under the Article titled “Notice to Parties.” Said notice shall become part of this MOU upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the MOU shall be necessary provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE XII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

MARSHALL MEDICAL CENTER
1100 MARSHALL WAY
PLACERVILLE, CA 95667
ATTN: CONTRACTS

Or to such other location as the Contractor directs.

ARTICLE XIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except to the extent caused by the active negligence or willful misconduct of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the MOU.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this MOU, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this MOU. In the event said insurance coverage expires at any time or times during the term of this MOU, Contractor agrees to provide at least

thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the MOU, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this MOU upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this MOU are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this MOU.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this MOU for not less than three (3) years following completion of performance of this MOU.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.
- P. Contractor agrees that the insurance required above shall be in effect at all times during the term of this MOU. In the event said insurance coverage expires at any time or times during the term of this MOU, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the MOU, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times

insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this MOU for breach pursuant to the provisions contained herein this MOU under the Article titled "Default, Termination, and Cancellation."

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Trauma Designation MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE XVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Trauma Designation MOU; or, 2) any other entities connected with or directly affected by the services to be performed by this MOU. Contractor further covenants that in the performance of this MOU no person having any such interest shall be employed by Contractor.

ARTICLE XVII

Conflict of Interest: The parties to this Trauma Designation MOU have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this MOU. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU either party may immediately terminate this MOU by giving written notice as detailed in the Article in this MOU titled, "Default, Termination, and Cancellation."

ARTICLE XVIII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an MOU or County shall withhold seven (7) percent of each payment made to the Contractor during term of the MOU. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XIX

Taxpayer Identification Number (Form W-9) and County Payee Data Record Form:

All independent Contractors or Corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9 with County, which certifies their Taxpayer Identification Number. All independent Contractors or Corporations providing services to County may also be required to file a County-issued "Payee Data Record" form with County.

ARTICLE XX

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this MOU.

ARTICLE XXI

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of the County of El Dorado without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXII

Administrator: The County Officer or employee with responsibility for administering this Trauma Designation MOU is Richard Todd, EMS Agency Administrator, Health and Human Services, or successor.

ARTICLE XXIII

Authorized Signatures: The parties to this Trauma Designation MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIV

Waivers: Failure of County to enforce any provision of this MOU shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the MOU or other default or breach of any of Contractor's obligations under the MOU. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XXV

Partial Invalidity: If any provision of this Trauma Designation MOU is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXVI

Venue: Any dispute resolution action arising out of this Trauma Designation MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXVII

Litigation: County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this MOU. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.

Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this MOU, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this MOU and the interest of the County and State.

ARTICLE XXVIII

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this MOU.

ARTICLE XXIX

Conflict Prevention and Resolution: The terms of this MOU shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this MOU shall be considered the controlling document.

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ARTICLE XXX

Entire MOU: This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements, MOUs, or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Richard W. Todd Dated: 3-17-14
Richard Todd
EMS Agency Administrator, MHOAC
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 3-17-2014
Don Ashton, M.P.A.
Director
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Trauma Designation MOU 450-M1410 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Norma Santiago, Chair
Board of Supervisors
"El Dorado"

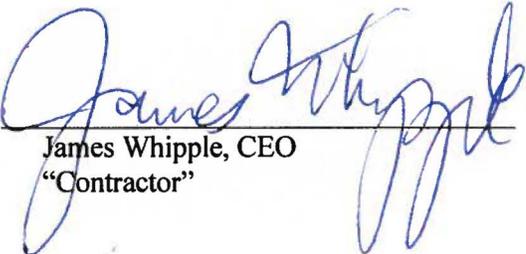
ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- CONTRACTOR -

MARSHALL MEDICAL CENTER

By: 
James Whipple, CEO
"Contractor"

Dated: April 9, 2014

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EXHIBIT A

Level III Trauma Standards

The designation of a hospital as a Trauma Center for purposes of the Emergency Medical Services (“EMS”) System of El Dorado County confers upon the facility the recognition that it has the commitment, personnel, and resources necessary to provide optimum medical care and transfer for the trauma patient. Contractor shall meet the criteria set forth herein and demonstrate a continuous ability and commitment to comply with policies and procedures developed by the County.

- A. Contractor shall continue to provide, update, and improve, as needed to stay current as a Level III Trauma Center, the following programs or, where applicable, the following actions, upon execution of the Trauma Designation MOU unless otherwise agreed in writing by the parties:
1. Provide education for the Trauma Nurse Coordinator and Trauma Registrar by the American Trauma Society or equivalent program regarding use and function of the Trauma Registry and International Classification of Diseases, Ninth Revision (“ICD-9”) (or latest version) coding classes.
 2. Encourage participation in Emergency Nurses Association Trauma Nurse Core Curriculum (“TNCC”) training (provider-level) for all Intensive Care Unit (“ICU”) and Operating Room (“OR”) nursing staff.
 3. Updating, as necessary, the plan for the response of ICU and OR nursing staff to emergency department trauma activations.
 4. Identify cases and individuals that require performance improvement action, and prepare documentation, including reports of follow-up and closure activities, for each case. Specific performance improvement identification shall be included as a regular component of Contractor's Level III Trauma Quality Assurance Program or Plan.
 5. Audits of time of arrival of the surgeon, the OR team radiologists, anesthesiologist, and the Computerized Tomography (“CT”) technicians must be conducted and documented at least quarterly.
 6. Contractor's Trauma Operations Committee shall include a pre-hospital care provider representative.
 7. Trauma Registry audit filter identification by the Trauma Nurse Coordinator to be reviewed with the Trauma Medical Director and reported to the Contractor’s Trauma Review Committee (hereinafter “TRC”). The Trauma Registry and the direction provided by the TRC shall drive Contractor's quality improvement process.
 8. Provide and participate in continuing education in trauma care for EMS System personnel.
 9. Contractor shall use audit filters established by a national specialty organization recognized as a leader for setting industry standards for the evaluation of trauma services, [i.e., American College of Surgeons (“ACS”)], to conduct concurrent and retrospective review of trauma patient care provided to patients received by Contractor.
 10. Contractor shall report all findings from trauma patient care rounds and chart

- review to Contractor's Trauma Committee on a monthly basis.
11. Emergency department physicians must successfully pass Advanced Trauma Life Support ("ATLS") training verified by the American College of Surgeons at least once.
- B. At all times during its designation as a Level III Trauma Center, Contractor shall meet or exceed the requirements set out in California Code of Regulations ("CCR"), Title 22, Division 9, Chapter 7, Section 100263, including any amendments, modifications, or updates effective during the period of designation.
1. In addition to any requirements applicable to a Level III Trauma Center by law, Contractor shall:
 - a. Ensure that nursing personnel (permanent or temporary) who care for trauma patients have training in the care of trauma patients and ensure that all personnel providing trauma services meet all minimum qualifications for the care or treatment they are providing.
 - b. Ensure that where specific individuals have been identified to assume responsibility for a component of the Trauma Center's performance they are authorized and accountable to carry out those activities.
 - c. Be licensed by the State of California as an acute care facility and hold a current accreditation by the Joint Commission on Accreditation of Health Care Organizations ("JCAHCO") at all times during Contractor's designation as a Level III Trauma Center.
 2. At all times during its designation as a Level III Trauma Center, Contractor shall maintain:
 - a. A trauma program medical director who is a qualified surgical specialist, whose responsibilities include, but are not limited to, factors that affect all aspects of trauma care such as:
 - i. Recommending trauma team physician privileges;
 - ii. Working with nursing administration to support the nursing needs of trauma patients;
 - iii. Developing trauma treatment protocols;
 - iv. Having authority and accountability for the quality improvement peer review process;
 - v. Correcting deficiencies in trauma care or excluding from trauma call those trauma team members who no longer meet the standards of the quality improvement program; and
 - vi. Assisting in the coordination of budgetary process for the trauma program.
 - b. A trauma nurse coordinator/manager who is a registered nurse with qualifications including evidence of educational preparation and clinical experience in the care of adult and/or pediatric trauma patients, administrative ability, and responsibilities that include, but are not limited to:
 - i. Organizing services and systems necessary for the multidisciplinary approach to the care of the injured patient;
 - ii. Coordinating day-to-day clinical process and performance improvement as pertains to nursing and ancillary personnel; and
 - iii. Collaborating with the trauma program medical director in carrying out

the educational, clinical, research, administrative and outreach activities of the trauma program.

- c. A trauma service which can provide for the implementation of the requirements specified in this section and provide for the coordination with the local EMS Agency.
- d. The capability of providing prompt assessment, resuscitation and stabilization to trauma patients.
- e. The ability to provide treatment or arrange for transportation to a higher level trauma center as appropriate.
- f. An emergency department staffed so that trauma patients are assured of immediate and appropriate initial care.
- g. Intensive Care Services:
 - i. Intensive Care Unit (ICU) shall have appropriate equipment and supplies as determined by the physician responsible for the intensive care service and the trauma program medical director;
 - ii. ICU shall have a qualified specialist promptly available to care for trauma patients in the intensive care unit. The qualified specialist may be a resident with two (2) years of training who is supervised by the staff intensivist or attending surgeon who participates in all critical decision making; and
 - iii. The qualified specialist in (ii) above shall be a member of the trauma team.
- h. A multidisciplinary trauma team, which will be responsible for the initial resuscitation and management of the trauma patient.
- i. The following qualified surgical specialist(s) shall be promptly available:
 - i. General;
 - ii. Orthopedic; and
 - iii. Neurosurgery (can be provided through a transfer agreement).
- j. Qualified non-surgical specialist(s) or specialty availability, which shall be available as follows:
 - i. Emergency medicine, in-house and immediately available; and
 - ii. Anesthesiology, on-call and promptly available with a mechanism established to ensure that the anesthesiologist is in the operating room when the patient arrives. This requirement may be fulfilled by certified registered nurse anesthetists who are capable of assessing emergent situations in trauma patients and of providing any indicated emergent anesthesia treatment and are supervised by the staff anesthesiologist. In such cases, the staff anesthesiologist on-call shall be advised about the patient, be promptly available at all times, and be present for all operations.
 - iii. The following services shall be available in-house or may be provided through a written transfer agreement:
 - (a) Burn care;
 - (b) Pediatric care; and
 - (c) Rehabilitation services.
- k. The following service capabilities shall be available as follows:
 - i. Radiology. The radiological service shall have a radiological technician

THIS IS A PLACEHOLDER FOR EXHIBIT B WHICH HAS NOT YET BEEN RECEIVED.

EXHIBIT C

Rate Schedule

Activities related to administering the trauma designation, and developing and maintaining the County Trauma Plan.

Position	Activity Rate/Hour
EMS Medical Director	\$97.00/hour
EMS Agency Administrator	\$48.00/hour