

**MEMORANDUM OF UNDERSTANDING #466-M1311
AMENDMENT I**

This Amendment I to that Memorandum of Understanding (“MOU”) #466-M1311, is made and entered into by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”), and Marshall Medical Center, Inc., a non-profit community hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (mailing address: P.O. Box 872, Placerville, CA 95667), (hereinafter referred to as “Marshall”), and whose Agent for Service of Process is James Whipple, 1100 Marshall Way, Placerville, CA 95667.

RECITALS

WHEREAS, County provides prehospital Advance Life Support (“ALS”) services and dispatch services, 911 emergency ambulance services, interfacility transportation (“IFT”) and critical care transportation (“CCT”), under a public utility model to the residents of the County of El Dorado via contracted ambulance transportation services; and

WHEREAS, Marshall contributes resources and in-kind support to the operation of the County Emergency Medical Services (“EMS”) system, including, but not limited to the items detailed in Exhibit A to this MOU; and

WHEREAS, County and Marshall have agreed to establish roles and responsibilities pertaining to the aforementioned services in accordance with MOU #466-M1311 dated March 19, 2013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend **Article VI – Notice to Parties**, incorporate updated County standardized language thereby adding **Article XVIII – Change of Address**, **XIX – Access to Records**, and **Article XX – Taxes**; and renumber **Article XVIII – Entire Agreement** to accommodate the insertion of the three aforementioned Articles; and

WHEREAS, the parties hereto have mutually agreed to modify Exhibit A to MOU #466-M1311, thereby amending and replacing Exhibit A with Exhibit A-1, attached hereto and incorporated by reference herein.

NOW THEREFORE, the parties do hereby agree that Memorandum of Understanding #466-M1311 shall be amended a first time as follows:

- 1) **Article VI – Notice to Parties** shall be amended in its entirety as follows:

ARTICLE VI

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
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, CHIEF ADMINISTRATIVE OFFICER

Or to such other location as the County directs.

Notices to Marshall shall be addressed as follows:

MARSHALL MEDICAL CENTER
P.O. BOX 872
PLACERVILLE, CA 95667
ATTN: CONTRACTS DEPARTMENT

With a Copy to:

MARSHALL MEDICAL CENTER
1100 MARSHALL WAY
PLACERVILLE, CA 95667
ATTN: MICHELE WILLIAMS, R.N.

Or to such other location as Marshall directs.

- 2) **Articles XVIII – Change of Address, XIX – Access to Records, and Article XX – Taxes** shall be added as follows:

ARTICLE XVIII

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

ARTICLE XIX

Access to Records: Marshall shall provide access to Federal, State, or County authorities to any books, documents, papers, and records of Marshall, which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Marshall further acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audits by the California State Auditor pursuant to Government Code Section 8546.7. In order to facilitate these potential examinations and audits, Marshall shall maintain for a period of at least three years or for any longer period required by law after final payment under this specific Agreement, all books, documents, papers, and records necessary to demonstrate performance under the Agreement.

ARTICLE XX

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

- 3) **Article XVIII – Entire Agreement** shall be renumbered as follows:

ARTICLE XXI

Entire Agreement: 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 or understandings.

- 4) Exhibit A, "Activities in Support of County Emergency Medical Services (EMS) shall be amended and replaced by Exhibit A-1, "Activities in Support of County Emergency Medical Services ("EMS"), attached hereto and incorporated by reference herein.

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Except as herein amended, all other parts and sections of that MOU #466-M1311 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Richard W. Todd Dated: 7-10-2014
Richard W. Todd, EMS Agency Administrator
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Don Ashton Dated: 7-11-2014
Don Ashton, M.P.A., Director
Health and Human Services Agency

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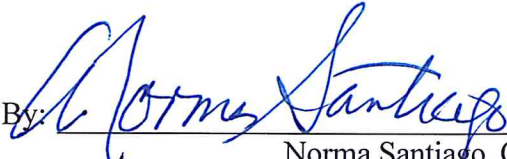
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Memorandum of Understanding #466-M1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/2/14 Bd. Date 7/15/14

By: 
Norma Santiago, Chair
Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 9/2/14 Bd Date: 7/15/14

-- MARSHALL --

MARSHALL MEDICAL CENTER, INC.
A CALIFORNIA CORPORATION

By: 
James Whipple, CEO
"Marshall"

Dated: 8/14/14

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Exhibit A-1 to #466-M1311
Marshall Medical Center
Activities in Support of County Emergency Medical Services (EMS)

A. Financial Activities:

1. Payment of invoices for services provided:
 - i. Full charged rate.
 - ii. Prompt payment.
2. Provision of access to patient record information for ambulance billing including insurance and establishment of medical necessity.
3. Provision of Physician Certification Statements.

B. In-Kind Support:

1. Base Hospital activities:
 - i. On-line medical direction for paramedics.
 - ii. Curriculum and instructor(s) for Paramedic training.
 1. Curriculum and instructor(s) for Quality Assurance Training.
 - iii. Use of facilities for paramedic charting.
2. Development of Mobile Intensive Care Nurse (MICN) Program
 - i. Availability of MICNs.
3. Base Hospital Medical Director.
4. Base Hospital Coordinator.
5. Participation on Medical Advisory Committee.
6. Participation on Paramedic Advisory Committee.
7. Participation on Regional Trauma Care Committee.
8. Participation on Continuous Quality Improvement Committee.
9. Participation in STEMI System Non-PCI process.
10. Stakeholder in EMS Plan and Trauma Plan.
 - i. Provide California Emergency Medical Services Information Systems (CEMSIS) / National Emergency Medical Services Information Systems (NEMSIS) Trauma Data.
11. Participation in Public Health Preparedness and countywide disaster drills.
 - i. Participation in EMSsystems (HavBed).

C. Operational Support:

1. Coordination of transport scheduling.
2. Designation as a Level III Certified Trauma Center prevents long and secondary transports.
3. EMTALA responsibilities for interfacility transports.
4. Facilitation of Emergency Department turnaround times.
5. Participation in outcome and registry functions.
6. Provision of face sheets and patient information.