

MEMORANDUM OF UNDERSTANDING #AMS-107

Between
County of El Dorado
and
Marshall Medical Center

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, 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) and whose Agent for Service of Process is *James Whipple, 1100 Marshall Way, Placerville, CA, 95667*, (hereinafter referred to as "Marshall");

RECITALS

WHEREAS, County provides prehospital Advanced 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 incorporated by reference herein; and

WHEREAS, County and Marshall have determined that the value of the resources and in-kind support of the EMS system provided by Marshall exceeds the value of the discounts provided within this MOU; and

WHEREAS, the discounted rates provided herein exceed the charges allowed by the Centers for Medicare and Medicaid Services (CMS) and are competitive in the Northern California region; and

WHEREAS, County and Marshall agree to cooperate, to the extent practicable, with the goal of developing a method of electronically providing patient face sheets and physician certification statements of medical necessity for ambulance transportation and for other purposes that may be identified as mutually beneficial; and

WHEREAS, County has established through an ordinance, under provisions of state law, exclusivity for all ambulance services within the County Service Area #7 (CSA #7) except for interfacility transports originating within CSA #7 and ending outside of the County, IFTs originating outside the County and terminating within the County, and IFTs originating outside of the County and passing through or ending within the County; and

WHEREAS, Marshall is not restricted from engaging any competing ambulance provider that is legally able to complete IFTs for which the County does not have exclusive market rights; and

WHEREAS, County and Marshall have mutually agreed to define pricing specific to IFTs for which Marshall is legally or chooses to be responsible for in exchange solely for the resources and in-kind support provided to the EMS system by Marshall; and

WHEREAS, it is the intent of the parties hereto that this MOU be in conformity with all applicable federal, state and local laws; and

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

ARTICLE I

Scope: Marshall and County mutually agree that County shall provide and bill for IFTs for which Marshall is legally or chooses to be responsible as set forth herein.

County shall bill for the IFT services using the charge codes and categories established by CMS in the Medicare Ambulance Fee Schedule effective at the time each transport is made. The CMS medical necessity guidelines will be used to determine the level of service to be billed (e.g.: Basic Life Support, Advanced life Support, Advanced Life Support-2, Specialty Care Transport, Emergency, and non-Emergency). Actual mileage travel with the patient on-board (loaded mileage) will be billed. Base rates will include all charges except for mileage. "Wait and Return" transports will be billed as two base rates plus loaded mileage. Base rates may be billed as urban, rural, or super-rural based on the pickup location of the patient using Medicare rules. A copy of the applicable Medicare Ambulance Fee Schedule Rates at the time that this MOU is executed is included as Exhibit B, attached hereto, and incorporated by reference herein.

Marshall further agrees to cooperate with County in establishing a procedure for the authorization of IFTs for which Marshall is responsible for payment.

County agrees to submit either directly or through its contracted billing contractor, invoice(s) for services rendered under this MOU to Marshall in a timely manner. County and Marshall may mutually adopt specific billing procedures that facilitate operations and payment.

Marshall agrees to pay County, or County's contracted ambulance billing agent, for services provided under this MOU monthly in arrears and within forty-five (45) days following Marshall's receipt and approval of said itemized invoice(s).

ARTICLE II

Term: This Agreement shall become effective March 19, 2018 through March 18, 2023 unless terminated by one of the parties hereto pursuant to the provisions under the Article titled "Default, Termination, and Cancellation" herein. The parties may renew, extend, or modify the term of this MOU by mutual agreement in accordance with the Article titled "Changes to Agreement."

ARTICLE III

Rates: Rates for IFTs provided under this MOU shall be one hundred and ten percent (110%) of the rates defined by the Centers for Medicare & Medicaid Services (CMS) Northern California Ambulance Fee Schedule, available at Noridian Administrative Services – _____, or subsequent CMS-approved website.

ARTICLE IV

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 V

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 Agreement.

ARTICLE VI

Changes to Agreement: This Agreement 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 VII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, 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 ten (10) 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 Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement 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 Agreement, 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 terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
 - D. Termination or Cancellation for Significant Changes Beyond the Control of the Parties: In the event that matters beyond the reasonable control of either party substantively and significantly change the legality or financial terms of this MOU, the parties will meet and confer in an attempt to resolve the matters. If any term(s) or condition(s) of this MOU is/are rendered illegal or not permitted by Federal or State law or regulation, the affected term(s) or condition(s) shall be inoperative until the parties are able to resolve the effect of the change.
 - F. Fiscal Considerations: The parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision in this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide funds for services the subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and the County released from further liability hereunder.

ARTICLE VIII

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
3052 Briw Road, Suite B
Placerville, CA 95667
ATTN: CONTRACTS UNIT

or to such other location as the County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: PURCHASING AGENT

Notices to Marshall shall be addressed as follows:

MARSHALL MEDICAL CENTER
PO Box 872
Placerville, CA 95667
ATTN: CONTRACTS UNIT

or to such other location as Marshall directs.

with a copy to

MARSHALL MEDICAL CENTER
1100 Marshall Way
Placerville, CA 95667
ATTN: MICHELE WILLIAMS, R.N.

ARTICLE IX

Change of Address: In the event of a change in address for either party's principal place of business, Agent for Service of Process, or Notices to Party, said Party shall notify the other Party 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 or Marshall's duly authorized representative, 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 X

Health Insurance Portability and Accountability Act (HIPAA) Compliance: By signing this MOU, Marshall and County agree to comply with the requirements of HIPAA at 45 C.F.R. Part 160 and Part 164. In the event that it is determined that a business associate agreement (BAA) is required of either or both parties, they shall confer and execute (an) appropriate agreement(s).

ARTICLE XI

Conflict of Interest: The parties to this 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 Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

ARTICLE XII

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XIII

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 El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XIV

Licenses: Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of

California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Richard W. Todd, M.B.A., EMS Agency Administrator, or successor.

ARTICLE XVI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement 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 XVII

Partial Invalidity: If any provision of this Agreement 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 XXVIII

Venue: Any dispute resolution action arising out of this Agreement, 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 XIX

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

ARTICLE XX

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.

Requesting Contract Administrator Concurrence:

By: Richard W. Todd Dated: 03-28-2018
Richard W. Todd, M.B.A., EMS Agency Administrator
Health and Human Services Agency

Requesting Department Head Concurrence:

By: Patricia Charles-Heathers Dated: 3/28/18
Patricia Charles-Heathers, M.P.A., Ph.D., Director
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Michael Ranalli, Chair
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- MARSHALL --

MARSHALL MEDICAL CENTER, INC.
A CALIFORNIA CORPORATION

By: _____ Dated: _____
James Whipple, Chief Executive Officer
"Marshall"

Exhibit A to #AMS-107
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 EMSystems (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.

Exhibit B to MOU #AMS-107
Center for Medicare and Medicaid Services Rates

HCPCS Code	BASE RVU	Non-Facility PE GPCI	Conversion Factor	Urban Mileage/Base Rate	Rural Mileage/Base Rate
A0425	1.00	1.086	7.23	7.37	7.45
A0426	1.20	1.086	224.74	291.64	294.5
A0427	1.90	1.086	224.74	461.77	466.29
A0428	1.00	1.086	224.74	243.03	245.42
A0429	1.60	1.086	224.74	388.86	392.67
A0430	1.00	1.086	3,049.69	3,180.83	4,771.24
A0431	1.00	1.086	3,545.72	3,698.19	5,547.28
A0432	1.75	1.086	224.74	425.31	429.48
A0433	2.75	1.086	224.74	668.35	674.9
A0434	3.25	1.086	224.74	789.86	797.61
A0435	1.00	1.086	8.65	8.65	12.98
A0436	1.00	1.086	23.09	23.09	34.64

<https://med.noridianmedicare.com/web/jeb/fees-news/fee-schedules/ambulance-fees>
<https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AmbulanceFeeSchedule/NCA-63>