

ORIGINAL

MEMORANDUM OF UNDERSTANDING #801-PHD1008 AMENDMENT II

This Amendment II to that Agreement for Services #801-PHD1008, 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 California non-profit general acute care hospital, duly qualified as a tax exempt organization under Title 26 Code of Federal Regulations Section 1.501 (c) (3) commonly referred to as Section 501 (c) (3) of the Internal Revenue Code of 1986, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as Contractor).

RECITALS

WHEREAS, Contractor has been designated a Level III Trauma Center, in accordance with MOU 801-PHD1008, dated July 28, 2009, and Amendment I, dated July 26, 2011, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor was the subject of a Focus Review on February 10, 2012 by the American College of Surgeons (ACS), and received verbal notice from ACS indicating successful completion of the review; and

WHEREAS, County has elected to extend the term of this MOU for a further six (6) months to November 3, 2012, to allow Contractor a period of time to receive and submit the official written ACS Verification Letter to County; and

WHEREAS, County, prior to November 3, 2012, shall further extend the term of the Agreement to coincide with the term of the ACS Verification period, contingent upon receipt of the ACS Verification Letter from Contractor;

WHEREAS, the Health Services Department has been reorganized and is now known as Public Health Division of the Health and Human Services Agency; and

WHEREAS, the parties hereto have mutually agreed to amend Article II – Scope of Services, Section 2.01 d), and 2.02 f); Article III – Term; Article V – Changes to Trauma Designation MOU; Article IX - Default, Termination and Cancellation, Section 9.01, Section 9.04, Section 9.05; Article XI – Notice to Parties; Article XII – Indemnity; and Article XIII – Insurance; and

WHEREAS, the parties hereto have mutually agreed to add Section 2.02 g) to Article II – Scope of

Services; and Article XXV – Confidentiality; and

WHEREAS, the parties hereto have mutually agreed to amend and replace **Exhibit C** of said Agreement;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #801-PHD1008 shall be amended a second time as follows:

- 1) All references in the original agreement and in Amendment I to the “County Health Services Department” or “HSD” shall be deemed to refer to Health Services, a Department of the Health and Human Services Agency.
- 2) Article II, Section 2.01 d) shall be amended in its entirety to read as follows:
 - d) Trauma Registry

Pursuant to Title 22, California Code of Regulations, Section 100257, the County EMS Agency shall develop and implement a standardized data collection instrument and implement a data management system for trauma care.

 - 1) The EMS Agency shall provide periodic reports, as requested, to all hospitals participating in the trauma system.
 - 2) Any change to, or modification of, the Trauma Registry Data Collection System should be processed in accordance with the procedure outlined in Article II, § 2.01 (b).
 - 3) All trauma data shall be integrated into the EMS Agency and State EMS authority data management system.
- 3) Article II, Section 2.02 f) shall be amended in its entirety to read:
 - f) ACS Verification – Upon request by the County, Contractor shall provide documentation to County that all aspects of the recommendations of the ACS Verification Review Committee identified in the Site Review Report attached hereto as Exhibit B have been addressed to County satisfaction. Upon receipt of letter of verification from ACS, Contractor shall immediately provide copy to County.
- 4) Article II, Section 2.02 shall be amended to add:
 - g) In accordance with Title 22, CCR Section 100257, Contractor shall ensure data submitted into the Trauma Registry System shall include:
 - 1) 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.

- 2) At least those elements listed below, when applicable:
 - i. Time of arrival and patient treatment in:
 1. Emergency Department or trauma receiving area; and
 2. Operating room, as applicable.
 - ii. Date of initial admission, intensive care, and discharge.
 - iii. Discharge data, including:
 1. Total hospital charges (aggregate dollars only);
 2. Patient destination; and
 3. Discharge diagnosis.

- 5) Article III shall be amended in its entirety to read as follows:

Article III. Term

This Trauma Designation MOU shall be effective when signed by both parties hereto and shall remain in effect from July 28, 2009 through November 3, 2012, unless earlier terminated pursuant to the terms of this MOU.

- 6) Article V shall be amended in its entirety to read as follows:

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. A waiver of any one provision herein shall not be deemed a waiver of any other term.

- 7) Article IX, Section 9.01, second paragraph, shall be amended in its entirety to read as follows:

Should Contractor wish to terminate this Trauma Designation MOU based on policy changes as outlined in Article II, §2.01 b), Contractor shall have the right to deliver to County, within thirty (30) days after adoption of the policy changes, 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.

- 8) Article IX, Sections 9.04 and 9.05 shall be amended in their entirety to read as follows:

Section 9.04 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, Contractor has committed a breach which cannot be cured, or Contractor otherwise becomes unable to substantially perform trauma care services as required by Exhibit "A".

Section 9.05 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. Following termination, County shall have no further obligation to Contractor except as otherwise set forth herein.

9) Article XI shall be amended in its entirety to read as follows:

Article XI 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 & HUMAN SERVICES AGENCY
EMERGENCY MEDICAL SERVICES AGENCY
415 PLACERVILLE DRIVE, SUITE J
PLACERVILLE, CA 95667
ATTN: RICHARD TODD, EMS AGENCY ADMINISTRATOR**

With a copy to:

**COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
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 DEPARTMENT**

or to such other location as the Contractor directs.

10) Article XII shall be amended in its entirety to read as follows:

Article XII. 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 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 or that of its agents or any third parties, 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 included the duties to defend set forth in California Civil Code Section 2778.

11) Article XIII, first paragraph, shall be amended in its entirety to read as follows:

Within ten (10) business days of execution by both parties to this Trauma Designation MOU, Contractor shall provide County with a Certificate of Insurance naming County as “additional insured,” pursuant to Section 13.08(b) Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the requirements pursuant to Section 13.01 through Section 13.08(i).

12) Article XXV shall be added to read as follows:

Article XXV. Confidentiality

Contractor acknowledges that any information provided by County which is not publicly available shall be deemed confidential, and Contractor shall comply with all requirements under HIPAA.

13) Exhibit C – Rate Schedule shall be replaced in its entirety by Exhibit C (amended) – Rate Schedule attached hereto and incorporated by reference herein.

/

/

/

/

/

/

/

/

/

Except as herein amended, all other parts and sections of that Agreement #801-PHD1008 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Richard W. Todd
Richard Todd, EMS Agency Administrator
Health and Human Services Agency

Dated: 4-17-12

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson
Daniel Nielson, M.P.A., Director
Health and Human Services Agency

Dated: 4-17-2012

/

/

/

/

/

/

/

/

/

/

/

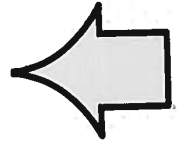
/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #801-PHD1008 on the dates indicated below.

-- COUNTY OF EL DORADO --



By: _____
John R. Knight, Chair
Board of Supervisors
"County"

Dated: _____

ATTEST:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

MARSHALL MEDICAL CENTER

By: _____
James Whipple
James Whipple, Chief Executive Officer
"Contractor"

Dated: 4-19-12

Sich/zmc

Exhibit C (Amended)
Rate Schedule

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

Position	Rate per Hour of Activity
EMS Medical Director	\$181.00
EMS Administrator	\$106.00