

**MEMORANDUM OF UNDERSTANDING #268-M1510**  
Level III Trauma Center Designation

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**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 Barton Healthcare System, Inc., a non-profit licensed acute care hospital, duly qualified to conduct business in the State of California, whose principal place of business is 2170 South Avenue, South Lake Tahoe, CA 96158, and whose Agent for Service of Process is John Williams, 2170 South Avenue, South Lake Tahoe, CA 96158 (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, on March 19, 2013, the County of El Dorado Board of Supervisors approved a revised Trauma Plan, pursuant to Health and Safety Code §§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**, the County has designated its EMS Agency as a Local EMS Agency (LEMSA) to oversee the delivery of EMS services within its geographic boundaries; and

**WHEREAS**, County, through its LEMSA, may designate trauma facilities as part of its regional Trauma System, pursuant to Health and Safety Code §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; 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 Exhibit B “Certificate of Verification,” attached hereto and incorporated by reference herein; and

**WHEREAS**, Contractor represents that it has addressed and corrected any deficiencies identified through ACS’s Site Review; 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 in 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, §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.
ED	Emergency Department
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 § 100257, the County EMS Agency shall develop and implement a standardized data collection instrument and implement a data management system for trauma care. Contractor shall ensure data submitted into the Trauma Registry System shall include the requirements identified in Exhibit A.
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" ("TCQIC") 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 to monitor 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. 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 in Exhibit A, or as may be modified or updated from time to time in accordance with the law or Article titled "Scope of Services," herein at all times during the term of the Level III Trauma Designation granted hereunder.
  - 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 in 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:

- a. Maintain current Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accreditation. Should Contractor lose accreditation, the County shall act to terminate this Trauma Designation MOU with cause.
- b. This MOU shall automatically terminate if Contractor loses its designation as a Base Hospital or if it loses its Trauma Center ACS verification.

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 in Exhibit A, or 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 in Exhibit A, or 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.

## **ARTICLE II**

**Term:** This Trauma Designation MOU shall be effective when signed by both parties hereto and shall terminate on October 10, 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 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 Certificate of Verification.

## **ARTICLE IV**

**Compensation:** Contractor agrees to compensate County for all costs allowed to be charged by law for conferring and administering the Level III 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 Exhibit C "Rate Schedule," attached hereto and incorporated by reference herein. Contractor agrees to pay County within thirty (30) days of receipt of an invoice from County pursuant to this section.

## **ARTICLE V**

**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 VI**

**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 VII**

**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 VIII**

**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 IX**

**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 X**

### **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 XI**

**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 in Exhibit A, or 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 XII**

**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.

In the event of a change in address for any County office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XIII**

**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: PURCHASING AGENT

Or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

BARTON HEALTHCARE SYSTEM, INC.  
2170 SOUTH AVENUE  
SOUTH LAKE TAHOE, CA 96158  
ATTN: CONTRACTS

Or to such other location as the Contractor directs.

#### **ARTICLE XIV**

**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 §2778.

#### **ARTICLE XV**

**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 XVI**

**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 XVII**

**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 XVIII**

**Conflict of Interest:** The parties to this Trauma Designation MOU have read and are aware of the provisions of Government Code §1090 et seq. and §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 XIX**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XX**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by

law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXI**

**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 XXII**

**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 XXIII**

**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 §5.08.070.

**ARTICLE XXIV**

**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 XXV**

**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 XXVI**

**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 XXVII**

**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 XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI**

**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 XXXII**

**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 Todd Dated: 1-5-2015  
Richard Todd  
EMS Agency Administrator, MHOAC  
Health and Human Services Agency


**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: Don Ashton Dated: Jan. 6, 2015  
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 268-M1510 on the dates indicated below.

- - COUNTY OF EL DORADO - -

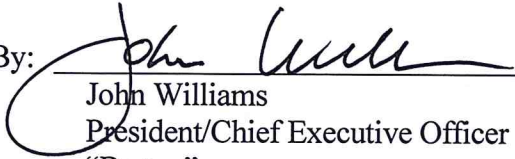
Dated: 1-27-15  
By:   
Brian Veerkamp, Chair  
Board of Supervisors  
"El Dorado"

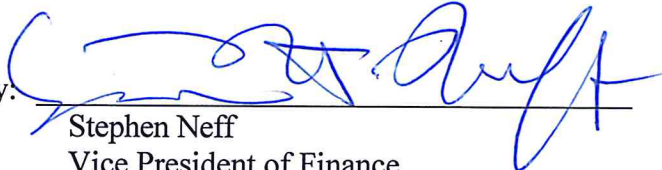
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Deputy Clerk  
Dated: 1-27-15

- CONTRACTOR -

BARTON HEALTHCARE SYSTEM, INC.  
A CALIFORNIA CORPORATION

By:   
John Williams  
President/Chief Executive Officer  
"Barton"  
Dated: 1/12/15

By:   
Stephen Neff  
Vice President of Finance  
"Barton"  
Dated: 1-12-2015

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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 this Trauma Designation MOU #268-M1510, unless otherwise agreed to 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.
- 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, §100257, including any amendments, modifications, or updates effective during the period of designation.
  1. The local EMS Agency shall develop and implement a standardized data collection instrument and implement a data management system for trauma care.
    - a. The system shall include the collection of both prehospital and hospital patient care data, as determined by the local EMS Agency;
    - b. Trauma data shall be integrated into the local EMS Agency and State EMS Authority data management system; and
    - c. All hospitals that receive trauma patients shall participate in the local EMS Agency data collection effort in accordance with local EMS agencies policies and procedures.
  2. The prehospital data shall include at least those data elements required on the EMT-II or EMT-P patient care record, as specified in Title 22, CCR §100129 of the EMT-II regulations and Title 22, CCR §100171 of the EMT-P regulations.
  3. The hospital data shall include, when applicable, at least the following:
    - a. Time of arrival and patient treatment in:
      - i. Emergency department or trauma receiving area; and
      - ii. Operating room.
    - b. Dates for:
      - i. Initial admission;
      - ii. Intensive care; and
      - iii. Discharge.
    - c. Discharge data, including:
      - i. Total hospital charges (aggregate dollars only);
      - ii. Patient destination; and
      - iii. Discharge diagnosis.

- d. The local EMS Agency shall provide periodic reports, as requested, to all hospitals participating in the trauma system.
  - e. 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," of this MOU.
- C. 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, Title 22, Division 9, Chapter 7, §100263, including any amendments, modifications, or updates effective during the period of designation.
- 1. A Level III Trauma Center is a licensed hospital that has been designated as a Level III Trauma Center by the local EMS Agency. A Level III Trauma Center shall include equipment and resources necessary for initial stabilization and personnel knowledgeable in the treatment of adult and pediatric trauma. A Level III Trauma Center shall have at least the following:
    - 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 that 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 promptly available.
  - ii. Clinical laboratory. A clinical laboratory service shall have:
    - (a) A comprehensive blood bank or access to a community central blood bank; and
    - (b) Clinical laboratory services promptly available.
  - iii. Surgery services. A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:
    - (a) Operating staff who are promptly available; and
    - (b) Appropriate surgical equipment and supplies requirements that

have been approved by the local EMS Agency.

- l. Written transfer agreements with Level I or II trauma centers, Level I or II pediatric trauma centers, or other specialty care centers for the immediate transfer of those patients for whom the most appropriate medical care requires additional resources.
  - m. An outreach program to include:
    - i. Capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and
    - ii. Trauma prevention for the general public.
  - n. Continuing education. Continuing education in trauma care shall be provided for:
    - i. Staff physicians;
    - ii. Staff nurses;
    - iii. Staff allied health personnel;
    - iv. EMS personnel; and
    - v. Other community physicians and health care personnel.
- D. 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, §100265, including any amendments, modifications or updates effective during the period of designation. Specifically, trauma centers of all levels shall have a quality improvement process to include structure, process, and outcome evaluations that focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process. In addition the process shall include:
1. A detailed audit of all trauma-related deaths, major complications, and transfers (including inter-facility transfers).
  2. A multidisciplinary trauma peer review committee that includes all members of the trauma review team.
  3. Participation in the trauma system data management system.
  4. Participation in the local EMS Agency trauma evaluation committee.
  5. A written system in place for patients, parents of minor children who are patients, legal guardian(s) of children who are patients, and/or primary caretaker(s) of children who are patients to provide input and feedback to the hospital staff regarding the care provided to the child.
  6. Continual compliance with applicable provisions of California Evidence Code §1157.7 to ensure confidentiality.
- E. 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, §100266, including any amendments, modifications, or updates effective during the period of designation, and shall maintain:
1. Patients may be transferred between and from trauma centers providing that:
    - a. Any transfer shall be, as determined by the trauma center surgeon of record, medically prudent; and
    - b. The transfer is in accordance with local EMS Agency interfacility transfer policies.

2. Hospitals shall have written transfer agreements with trauma centers. Hospitals shall develop written criteria for consultation and transfer of patients needing a higher level of care.
3. Hospitals that have repatriated trauma patients from a designated trauma center shall provide the information required by the system trauma registry, as specified by local EMS Agency policies, to the transferring trauma center for inclusion in the system trauma registry.
4. Hospitals receiving trauma patients shall participate in system and trauma center quality improvement activities for those trauma patients that have been transferred.

Any terms within this Exhibit A, Level III Trauma Standards that are defined under 22 CCR §§100236-100252 shall have the same meaning as provided by those sections.

*NOTE: Reference: 22 CCR §100236-100252, 100257, 100263, 100265, and 100266.*



# American College of Surgeons

## COMMITTEE ON TRAUMA

### CERTIFICATE OF VERIFICATION

The Committee on Trauma of the American College of Surgeons, in accordance with the rules and regulations thereof, verifies that

*Barton Memorial Hospital*  
*South Lake Tahoe, California*

meets the criteria for  
*Level III Trauma Center*  
according to the document

"Resources for Optimal Care of the Injured Patient."

*Ronald Stewart*

Ronald Stewart, MD FACS  
Chair, Committee on Trauma

*Michael F. Rotondo MD*  
Michael F. Rotondo, MD FACS  
Director, Trauma Department

*Rosemary Kozar*

Rosemary Kozar, MD FACS  
Chair, Verification Review Committee

October 10, 2014

Date Issued

*Todd Maxson*

Todd Maxson, MD FACS  
Vice-Chair, Verification Review Committee

October 10, 2017

Date of Expiration

## EXHIBIT C

### Rate Schedule

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

Position	Activity Rate/Hour
EMS Medical Director	\$100/hour
EMS Agency Administrator	\$48.00/hour