MEMORANDUM OF UNDERSTANDING
#801-PHD1008

THIS MEMORANDUM OF UNDERSTANDING for Level III Trauma Designation (hereinafter "Trauma Designation MOU" or "MOU") is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Marshall Medical Center, a non-profit general acute care hospital, duly qualified to conduct business in the State of California, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 (hereinafter referred to as "Contractor");

W I T N E S S E T H

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

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

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

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

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

WHEREAS, Contractor has been examined on site by the American College of Surgeons ("ACS") Verification Review Committee, whose findings are attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, Contractor represents that it has addressed and corrected all of the deficiencies identified in the ACS Site Review Report attached hereto as Exhibit B; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws, including but not limited to the County Trauma Standards attached hereto as Exhibit A, the County's EMS System Policy, Procedures and Protocol, and California Code of Regulations, Title 22, Division 9, Chapter 7; and

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

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

Article I. Definitions

- "ACS" means American College of Surgeons.
- "Base Hospital" means Contractor's general acute care facility which is designated by the County as part of the County's EMS System providing medical direction for advanced life support system and pre-hospital care system assigned to it by the County.
- "Catchment Area" means the geographic area assigned to the Contractor by the County.
- "CCR" means the California Code of Regulations
- "EMS Agency" means the El Dorado County Emergency Medical Services Agency.
- "EMS Agency Administrator" means the person responsible for directing, managing and supervising the activities, policy development and policy implementation of the EMS Agency.
- "ER" means Emergency Room
- "ICU" means intensive care unit.
- "OR" means Operating Room.
- "Trauma Center" means Contractor's general acute care facility providing medical services which is designated as part of the County's Trauma System Plan.
- "Trauma Victim" means trauma center candidate as defined by the triage protocol developed by the County pursuant to the Trauma Plan.
- "Trauma Plan" means the protocols, policies and procedures adopted by the County which governs the County's Trauma System.

Article II. Scope of Services
Section 2.01 Responsibilities of County:

(a) Trauma Plan – To provide management direction to, and review components of, the County's Trauma Plan.

(b) EMS System Policy, Procedures & 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 which 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.

(c) Trauma Victim use of Contractor Facilities.

1) 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.

(d) Trauma Registry – Maintain the trauma registry data collection system for the purpose of evaluating and monitoring the County's Trauma Plan. 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).

(e) Contract Performance

1) 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" (hereinafter "TQIC") and afford Contractor medical representation on such committee.

2) Perform one or more periodic announced and unannounced site visits to the Contractor's facility annually for the purpose of monitoring contract performance and compliance.

3) 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.

Section 2.02 Responsibilities of Contractor:

(a) Service to Trauma Victims

1) 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.

2) 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.

3) Provide medical services as indicated, regardless of the Trauma Victim's ability to pay for any services provided.

4) 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.

a) Diversion Status – 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.

5) Compliance with County's Level III Trauma Standards – At all times during the term of the Level III Trauma Designation granted hereunder, Contractor shall meet or exceed all of the requirements of a Level III Trauma Center under the applicable laws and regulations, and the County's Level III Trauma Standards attached hereto as Exhibit A and incorporated herein by this reference, as may be modified or updated from time to time in accordance with the law or Article II, §2.01 (b) herein.

(b) Quality Assurance

1) Contractor shall develop and maintain a quality improvement process (referred to herein as Contractor's "Level III Trauma Quality Assurance Program or Plan") in accordance with the requirements of California Code of Regulations, Title 22,

Division 9, Chapter 7, Article 4. Contractor's Level III Trauma Quality Assurance Program or Plan shall include the development of its own written standards for quality assurance meeting, at a minimum, the County's Trauma Standards attached hereto as Exhibit A, and including expectations of timely performance from all ancillary and surgical units of the Trauma Center, diligence in the care and management of trauma victims and the provision of medically appropriate follow up of patient outcome. Contractor's Level III Trauma Quality Assurance Program or Plan shall include, at minimum, written policies for (a) problem identification, (b) development of a corrective action plan, (c) implementation of a corrective action plan and (d) follow up.

2) Contractor shall routinely monitor its compliance with Contractor's Level III Trauma Quality Assurance Program or Plan. Contactor 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. Advances in the profession, availability of special facilities, equipment and specialists, the prevailing national or local standard, and all other relevant information shall be considered by Contractor 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.

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

(d) Community Education

1) Provide EMS pre-hospital personnel continuing medical education in trauma care meeting the standards set forth in the County's Level III Trauma Standards, attached hereto as Exhibit A, as may be modified or updated from time to time in accordance with the law or Article II, §2.01 (b) herein.

2) Conduct public education activities meeting the standards set forth in the County's Level III Trauma Standards, attached hereto as Exhibit A, as may be modified or updated from time to time in accordance with the law or Article II, §2.01 (b) herein.

3) 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.

(e) Base Hospital Designation – Maintain designation as a Base Hospital; should Contractor lose such designation, this MOU shall automatically terminate.

(f) ACS Review – 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.

Article III. Term

This Trauma Designation MOU shall be effective when signed by both parties hereto and shall remain in effect for a period of two (2) years from the last date of execution by all the parties hereto, unless earlier terminated pursuant to the terms of this MOU.

Article IV. Level III Trauma Designation

Section 4.01 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 ("Initial Designation Term").

Section 4.02 If Contractor desires to continue its Level III Trauma Center designation after the Initial Designation Term, or seeks re-designation at any time, a prerequisite to continuing or re-designation shall be a certificate showing current Level III Trauma Center Verification by an independent source approved by the County certifying that Contractor meets the minimum acceptable standard criteria of a Level III Trauma Center as established by the ACS. If the County approves continuing the designation or approves an application or request for re-designation, such continuing designation or re-designation shall be made by written agreement executed by both parties in the form of an amendment to this MOU or a subsequent MOU.

Section 4.03 Contractor is responsible for all costs associated with obtaining and maintaining its Level III Trauma designation, including but not limited to, the cost of acquiring an ACS certification. Contractor agrees to compensate County for all costs allowed to be charged by law for conferring and administering the trauma designation and for developing and maintaining the County's trauma plan. County may invoice Contractor annually, semi-annually, or more frequently as costs are incurred in accordance with the rate schedule attached hereto as Exhibit C. Contractor agrees to pay County within thirty (30) days of receipt of an invoice from County pursuant to this section.

Total compensation from Contractor to County shall not exceed $4,000.00 for the Initial Designation term of this Agreement.

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

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

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

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

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

Article IX. Default, Termination, and Cancellation
Section 9.01 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 Article II, §2.01 (b) (ii), 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.

Section 9.02 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.

Section 9.03 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.

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, 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.

Article X. Bypass

Notwithstanding County's rights to terminate this Trauma Designation MOU as noted in

Article IX, County may in addition to, or in lieu of, initiating termination of this MOU, institute bypass procedures whereby Contractor will not be utilized as a Trauma Center for intervals when it is not in compliance with the County's Level III Trauma Standards, attached hereto as Exhibit A, as may be modified or updated from time to time in accordance with the law or Article II, §2.01 (b) herein. County may initiate this procedure at the request or with the consent of, Contractor, or on its own initiative when it determines that the integrity of the Trauma System or the quality of patient care is not in compliance with the requirements of Exhibit A.

Article XI. 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, with postage prepaid. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT – PUBLIC HEALTH DIVISION
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

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: LAURIE ELDRIDGE, CHIEF FINANCIAL OFFICER

or to such other location as the Contractor directs.

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

Article XIII. Insurance

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 following requirements:

Section 13.01 Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

Section 13.02 Commercial General Liability Insurance of not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Section 13.03 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 Trauma Designation MOU.

Section 13.04 Professional liability insurance, including but not limited to coverage for medical malpractice, is required with a limit of liability of not less than $1,000,000.00 per occurrence.

Section 13.05 Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

Section 13.06 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.

Section 13.07 Contractor agrees that the insurance required above shall be in effect at all times during the term of this Trauma Designation 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 upon the occurrence of such event.

Section 13.08 The certificate of insurance must include the following provisions stating that:

(a) The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;

(b) The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Trauma Designation MOU are concerned. This provision shall apply to the general liability policy.

(c) 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 excess of the Contractor's insurance and shall not contribute with it.
(d) 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.

(e) 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.

(f) 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.

(g) Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Trauma Designation MOU.

(h) In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Trauma Designation MOU for not less than three (3) years following completion of performance of this MOU.

(i) 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 the protection of the County.

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

Article XVII. California Residency (Form 590)
All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of the Trauma Designation MOU.

Article XVIII. Taxpayer Identification Number (Form W-9)
All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XIX. 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 XX. Administrator
The County Officer or employee with responsibility for administering this Trauma Designation MOU is Richard Todd, Agency Administrator, EMS Agency, Health Services Department – Public Health Division, or successor.

Article XXI. 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 XXII. Partial Invalidity
If any provision of this Trauma Designation MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article XXIII. 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 XXIV. 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, MOUs or understandings.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Neda West Dated: 6-22-09
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this Trauma Designation MOU on the dates indicated below, the latest of which shall be deemed to be the effective date of this MOU.

- CONTRACTOR -

MARSHALL MEDICAL CENTER

By: _____ Dated: 6/24/09
James Whipple, Chief Executive Officer
"Contractor"

By: _____ Dated: 6-24-09
Laurie Eldridge, Chief Financial Officer
"Contractor"

- COUNTY OF EL DORADO -

By: _____ Dated: _____
Ron Briggs, Chairman
El Dorado County Board of Supervisors
"County"

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

By: _____ Date: _____
Deputy Clerk

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.

I. Contractor shall implement the following programs or where applicable, complete the following actions, within ninety (90) days of execution of the Trauma Designation MOU unless otherwise agreed in writing by the parties:

- Trauma Registry audit filter identification by the Trauma Nurse Coordinator to be reviewed with the Trauma Medical Director and reported to the Regional Trauma Continuous Quality Improvement Committee (hereinafter "TQIC"). The Trauma Registry and the direction provided by the TQIC shall drive Contractor's quality improvement process.

- 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 ICD-9 (or latest version) coding classes.

- Encourage participation in Emergency Nurses Association Trauma Nurse Core Curriculum (TNCC) training (provider-level) for all Intensive Care Unit (ICU) and Operating Room (OR) nursing staff.

- Develop and implement a plan for the response of ICU and OR nursing staff to emergency department trauma activations.

- Identify cases and individuals that require performance improvement action, and prepare documentation, including reports of follow-up and closure activities, for each case. Specific performance improvement identification shall be included as a regular component of Contractor's Level III Trauma Quality Assurance Program or Plan.

- Audits of time of arrival of the surgeon, the OR team, radiologists, anesthesiologist and the Computerized Tomography (CT) technicians must be conducted and documented at least quarterly.

- Contractor's Trauma Committee shall include a pre-hospital care provider representative.

- Emergency room and trauma staff shall utilize a pre-hospital care form that contains at a minimum the information described under 22 CCR § 100257(b) or is otherwise authorized or designated by the Local EMS Agency for use within the County's EMS System.

- Provide and participate in continuing education in trauma care for EMS System personnel.

- Contractor shall use audit filters established by a national specialty organization recognized as a leader for setting industry standards for the evaluation of trauma services, i.e., American College of Surgeons (ACS), to conduct concurrent and retrospective review of trauma patient care provided to patients received by Contractor.

- Contractor shall report all findings from trauma patient care rounds and chart review to Contractor's Trauma Committee on a quarterly basis.

- Emergency department physicians must successfully pass and maintain Advanced Trauma Life Support (ATLS) training verified by the American College of Surgeons at least once or be certified by the American Board of Emergency Medicine.

II. At all times during its designation as a Level III Trauma Center, Contractor shall meet or exceed the requirements set out in California Code of Regulations (CCR), Title 22, Division 9, Chapter 7, Section 100263, including any amendments, modifications or updates effective during the period of designation..

A. In addition to any requirements applicable to a Level III Trauma Center by law, Contractor shall:

1. Ensure that nursing personnel (permanent or temporary) who care for trauma patients have training in the care of trauma patients and ensure that all personnel providing trauma services meet all minimum qualifications for the care or treatment they are providing.
2. Ensure that where specific individuals have been identified to assume responsibility for a component of the Trauma Center's performance they are authorized and accountable to carry out those activities.
3. Be licensed by the State of California as an acute care facility and hold a current accreditation by the Joint Commission on Accreditation of Health Care Organizations (JCAHCO) at all times during Contractor's designation as a Level III Trauma Center.

B. At all times during its designation as a Level III Trauma Center, Contractor shall maintain:

1. 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:

a) Recommending trauma team physician privileges;

b) Working with nursing administration to support the nursing needs of trauma patients;

c) Developing trauma treatment protocols;

d) Having authority and accountability for the quality improvement peer review process;

e) 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

f) Assisting in the coordination of budgetary process for the trauma program.

2. 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:

a) Organizing services and systems necessary for the multidisciplinary approach to the care of the injured patient;

b) Coordinating day-to-day clinical process and performance improvement as pertains to nursing and ancillary personnel, and

c) Collaborating with the trauma program medical director in carrying out the educational, clinical, research, administrative and outreach activities of the trauma program.

3. A trauma service which can provide for the implementation of the requirements specified in this section and provide for the coordination with the local EMS Agency.

4. The capability of providing prompt assessment, resuscitation and stabilization to trauma patients.

5. The ability to provide treatment or arrange for transportation to a higher level trauma center as appropriate.

6. An emergency department staffed so that trauma patients are assured of immediate and appropriate initial care.

7. Intensive Care Services:

a) 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;

b) 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

c) The qualified specialist in (2) above shall be a member of the trauma team;

8. A multidisciplinary trauma team, which will be responsible for the initial resuscitation and management of the trauma patient.

9. Qualified surgical specialist(s) who shall be promptly available:

a) General;

b) Orthopedic; and

c) Neurosurgery (can be provided through a transfer agreement)

10. Qualified non-surgical specialist(s) or specialty availability, which shall be available as follows:

a) Emergency medicine, in-house and immediately available; and

b) 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.

c) The following services shall be available in-house or may be provided through a written transfer agreement:

(1) Burn care.

(2) Pediatric care.

(3) Rehabilitation services.

11. The following service capabilities:

a) Radiology. The radiological service shall have a radiological technician promptly available.

b) Clinical laboratory. A clinical laboratory service shall have:

(1) A comprehensive blood bank or access to a community central blood bank; and

(2) Clinical laboratory services promptly available.

c) Surgery. A surgical service shall have an operating suite that is available or being utilized for trauma patients and that has:

(1) Operating staff who are promptly available; and

(2) Appropriate surgical equipment and supplies requirements which have been approved by the local EMS agency.

12. 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.

13. An outreach program, to include:

a) Capability to provide both telephone and on-site consultations with physicians in the community and outlying areas; and

b) Trauma prevention for the general public.

14. Continuing education. Continuing education in trauma care shall be provided for:

a) Staff physicians;

b) Staff nurses;

c) Staff allied health personnel;

d) EMS personnel; and

e) Other community physicians and health care personnel.

III. At all times during its designation as a Level III Trauma Center, Contractor shall meet or exceed the requirements set out in California Code of Regulations (CCR), Title 22, Division 9, Chapter 7, Section 100265, including any amendments, modifications or updates effective during the period of designation, and shall maintain:

A. A detailed audit of all trauma-related deaths, major complications and transfers (including inter-facility transfers).
B. A multidisciplinary trauma peer review committee that includes all members of the trauma review team.
C. Participation in the trauma system data management system.
D. Participation in the local EMS agency trauma evaluation committee.
E. A written system in place for patient, 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.
F. Compliance with applicable provisions of Evidence Code Section 1157.7 to ensure confidentiality.

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

NOTE:
Reference: 22 CCR §100236-100252,100257, 100263, & 100265.

American College of Surgeons

COMMITTEE ON TRAUMA

Verification/Consultation Program for Hospitals

May 23, 2008

James Whipple
Chief Executive Officer and Hospital Administrator
Marshall Medical Center
1100 Marshall Way
Placerville, CA 95667

Dear Mr. Whipple;

The Verification Review Committee, a subcommittee of the American College of Surgeons Committee on Trauma, has carefully reviewed the **Level III Trauma Center Verification** report written by Drs. Chris Cribari (lead reviewer) and R. Stephen Smith after the site visit conducted on April 17 and 18, 2008.

The Verification Review Committee (VRC) agrees with the report as it is written and notes the list of deficiencies, weaknesses and recommendations.

Before a certificate of verification can be issued, the hospital will need to undergo an on-site focus review to establish that all deficiencies have been corrected. This must be done 6 to 12 months from the date of this letter.

Thank you for your continued participation and support of the Consultation/Verification Program of the Committee on Trauma of the American College of Surgeons. We look forward to working with your trauma center in the future.

Sincerely,

Frank L. Mitchell, III, MD, MHA, FACS
Chair, Verification Review Committee

cc: Craig R. Thayer, MD FACS
Michele Williams, RN ✓
El Dorado County EMS Agency

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Marshall Medical Center
Placerville, CA
April 17-18, 2008
Verification, Level III
Site Visit Report

EXECUTIVE SUMMARY

Marshall Medical Center in Placerville, California was reviewed on April 17-18, 2008, by Drs. Chris Cribari and R. Stephen Smith for verification as a Level III trauma center. This hospital provides trauma care for adults only. The findings of the reviewers are as follows:

Deficiencies:

1. (6.1) The trauma medical director lacks authority to ensure compliance with verification requirements.
2. (2.4) The trauma director does not have the authority for determining each general surgeon's ability to participate on the trauma panel through the trauma PIPS program and hospital policy.
3. (5.4) The multidisciplinary trauma program does not continuously evaluate its processes and outcomes to ensure optimal and timely care.
4. (5.9) The trauma director does not have the authority to correct deficiencies in trauma care or exclude from trauma call the trauma team members who do not meet specified criteria.
5. (5.15) The structure of the trauma program does not allow the trauma director to have oversight authority for the care of injured patients who may be admitted to individual surgeons.
6. (15.3) The trauma center does not use the registry to support the PIPS program.
7. (15.6) There are no strategies for monitoring data validity for the trauma registry.
8. (16.1) The trauma center does not demonstrate a clearly defined PIPS program for the trauma population.
9. (16.2) The PIPS program is not supported by a reliable method of data collection that consistently gathers valid and objective information necessary to identify opportunities for improvement.
10. (16.3) The program is not able to demonstrate that the trauma registry supports the PIPS process.
11. (16.6) The results of analysis do not define corrective strategies.
12. (16.8) The trauma program is not empowered to address issues that involve multiple disciplines.
13. (16.9) The trauma program has neither adequate administrative support nor defined lines of authority that ensure comprehensive evaluation of all aspects of trauma care.
14. (16.14) The trauma center is not able to separately identify the trauma patient population for review.
15. (16.18) The process does not demonstrate problem resolution (loop closure).
16. (6.11) All general surgeons on the trauma team have not successfully completed the ATLS course at least once.
17. (2.13) Well-defined transfer plans are not present. Specifically there are no guidelines to determine which neurotrauma, pediatric, or orthopaedic patients should be transferred and which may be admitted and under what circumstance. The appropriate method of transfer is not defined.

18. (2.7) The 80% compliance of the surgeon's presence in the emergency department is not confirmed or monitored by PIPS; 30 minutes for Level III.
19. (8.4) There is no PIPS review of all neurotrauma patients who are not transferred.
20. (8.6) There is no trauma director-approved plan that determines which types and severity of neurologic injury patients should remain at the facility.
21. (8.7) There is no performance improvement program that convincingly demonstrates appropriate care of neurotrauma patients that are admitted.
22. (11.62) There is no intracranial pressure monitoring equipment in the Level III center that admits neurotrauma patients despite not having a neurosurgeon on staff.
23. (9.10) The PIPS process does not review the appropriateness of the decision to transfer or retain major orthopaedic trauma.
24. (20.2) A trauma panel surgeon is not a member of the hospital's disaster committee.
25. (5.11) Programs that admit more than 10% of injured patients to nonsurgical services do not demonstrate the appropriateness of that practice through the PIPS process.
26. (5.16) There is no method to identify injured patients monitor the provision of health care services make periodic rounds and hold formal and informal discussions with individual practitioners.
27. (16.21) (6.10) Adequate (at least 50%) attendance by general surgery (core group) at the multidisciplinary peer review committee is not documented.
28. (13.2) The PIPS process does not demonstrate the appropriate care or response by providers.

Strengths:

1. Hospital administrations enthusiasm and support to become a verified Level III trauma center.
2. Doctor Craig Thayer, Trauma Medical Director
3. Anesthesia support for the trauma program.
4. Radiology support for the trauma program.
5. Plans for construction of the new ED.
6. ED nursing narrative documentation.

Weaknesses:

1. The trauma flow sheet needs to be updated to include space to record the different levels of trauma team activations and the response times of the surgeons and other consultants.
2. No grading of solid organ injuries

Recommendations:

1. Clarify the registry inclusion criteria to include all trauma team activations and patients with ICD codes of 800-959.9, excluding 905-909.9, 910-924.9, and 930-939.9 that are admitted, transferred, or die.
2. Consider sending the trauma registrar to a national trauma registrar's course.
3. Obtain additional registry training and support from the vendor.
4. Consider adding additional FTE support for the TPM and registrar positions in order to dedicate more time and effort into the trauma registry.
5. Use the trauma registry data to drive and support the PIPS process.
6. Continue to define and develop the PIPS process.
7. Add a physician member to the trauma operations committee.
8. Revise and update the massive transfusion protocol.

9. Consider adding at least one dose of recombinant activated factor VII to the formulary.
10. Have the radiologists and surgeons use the AAST injury scale scoring for all solid organ injuries.
11. Develop transfer guidelines and establish formal transfer agreements.
12. Update the trauma flow sheet to ensure that the trauma surgeon's response time is easily noted for registry input, and that the type of trauma team activated is noted.
13. Contact the coroner's office to dispose of the fee being charged for the peer review committee to get a copy of the coroner's report.
14. Inform all core trauma surgeons that they are required to attend at least 50% of all trauma peer review committee meetings.
15. Consider changing the reporting structure to have the TPM report to the TMD in addition to nursing administration.
16. Empower the TMD to have the needed authority to run the trauma program.
17. Provide the trauma surgeons an opportunity to obtain training in FAST.
18. The trauma surgeon's involvement with modified trauma alerts should be clearly defined.
19. A trauma surgeon should be appointed to the hospital disaster committee.
20. ICU and PACU nurses should be encouraged to participate in a TNCC course.

Chris Cribari, MD FACS

R. Stephen Smith, MD FACS

Exhibit C
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	$97.00
EMS Administrator	$48.00