

MEMORANDUM OF UNDERSTANDING 466-M1311

between

County of El Dorado

and

Marshall Medical Center

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Marshall Medical Center, Inc., a non-profit community hospital, whose principal place of business is 1100 Marshall Way, Placerville, CA 95667 and mailing address is P.O. Box 872, Placerville, CA 95667 (hereinafter referred to as "Marshall").

RECITALS

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

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

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

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

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

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

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

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

WHEREAS, it is the intent of the parties hereto that this MOU be in conformity with all applicable Federal, State (all references to "State" in this MOU shall mean the State of California unless otherwise specified) and local laws; and

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

ARTICLE I

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

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

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

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

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

ARTICLE II

Rates: Rates for IFTs provided under this MOU shall be one hundred and ten percent (110%) of the rates defined by the Centers for Medicare & Medicaid Services ("CMS") Northern California Ambulance Fee Schedule, Jurisdiction 1, Part B, Northern California Area 99. Said rates are available at Palmetto GBA (<http://www.palmettogba.com>)¹

¹ Website specific to rate schedule may be found at:
[http://www.palmettogba.com/palmetto/providers.nsf/DocsCat/Providers~Jurisdiction%201%20Part%20B~Browse%](http://www.palmettogba.com/palmetto/providers.nsf/DocsCat/Providers~Jurisdiction%201%20Part%20B~Browse%20)

ARTICLE III

Term: This MOU shall become effective upon final execution by both parties hereto and shall remain in effect for an initial period of five (5) years unless terminated by one of the parties hereto pursuant to the provisions under the Article entitled "Default, Termination, and Cancellation" herein. The parties may renew, extend or modify the term of this MOU at any time by mutual agreement. In the event that the County establishes a modified operations contract for its contracted ambulance transport services contractor, the parties will meet and confer with the intent of modifying the term of this MOU to be consistent with the term of the County's contracted ambulance transport services contract.

ARTICLE IV

Changes to Agreement: This agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this 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 ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable 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.

- B. Bankruptcy: This MOU, at the option of either party, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of either party.
- C. Ceasing Performance: County may terminate this MOU in the event Marshall ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- D. Termination or Cancellation for Significant Changes Beyond the Control of the Parties: In the event that matters beyond the reasonable control of either party substantively and significantly change the legality or financial terms of this MOU, the parties will meet and confer in an attempt to resolve the matters. If any term(s) or conditions(s) of this MOU is(are) rendered

illegal or not permitted by Federal or State law or regulation, the affected term(s) or condition(s) shall be inoperative until the parties are able to resolve the effect of the change.

- E. Fiscal Considerations: The parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, the County of El Dorado is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision in this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide funds for services the subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this MOU. Upon the effective date of such notice, this MOU shall be automatically terminated and County released from further liability hereunder.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
EMERGENCY MEDICAL SERVICES AGENCY
415 PLACERVILLE DRIVE, SUITE J
PLACERVILLE, CA 95667
ATTN: RICHARD TODD, EMS AGENCY ADMINISTRATOR

With a copy to:

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

Or to such other location as the County directs.

Notices to Marshall shall be addressed as follows:

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

With a Copy to:

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

Or to such other location as Marshall directs.

ARTICLE VII

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

ARTICLE VIII

Conflict of Interest: The parties to this MOU have read and are aware of the provisions of Government Code Section 1090 et seq., Section 1099, and Section 87100 et seq., relating to conflict of interest of public officers and employees. Marshall 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 Marshall 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 the MOU titled, "Default, Termination, and Cancellation."

ARTICLE IX

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

ARTICLE X

Administrator: The County Officer or employee with responsibility for administering this MOU is Richard Todd, EMS Agency Administrator, or successor.

ARTICLE XI

Authorized Signatures: The parties to this 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 XII

Waivers: Failure of either party to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver of any breach or default by Marshall or County shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Marshall's or County's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XIII

Venue: Any dispute resolution action arising out of this MOU, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XIV

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 XV

Severability: If any part or parts of this MOU are held to be invalid, the remaining parts of the MOU shall continue to be valid and enforceable as to the parties hereto, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

ARTICLE XVI

Force Majeure: Neither party to this MOU shall be liable for any delay or failure in the performance of any obligation under this Agreement to the extent that such delay or failure results from any contingency which is beyond the control of such party (other than the lack of funds), provided such contingency is not caused by the fault or negligence of such party. Such a contingency for the purposes of this MOU is defined as fire, earthquake, war, public disorder, or labor strike.

ARTICLE XVII

Changes in Healthcare Coverage, Delivery and /or Reimbursement: In the event that any legislative or regulatory change in healthcare coverage, delivery or reimbursement (including any change in Medicare or Medicaid policies or rules, whether State or Federal, has, or is

reasonably anticipated by either party to have, a significant adverse impact on a party hereto, the affected party shall have the right to require that the other party renegotiate the terms of this MOU. If after a good faith effort by each of the parties to resolve that adverse impacts, it is determined that this MOU cannot be modified to address the adverse impact in a manner satisfactory to each of the parties consistent with applicable laws, then either party may terminate this MOU by giving thirty (30) days written notice to the other.

ARTICLE XVIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

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

Dated: 3-12-2013

REQUESTING DEPARTMENT HEAD CONCURRENCE:

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

Dated: 3/12/13

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IN WITNESS WHEREOF, the parties hereto have executed this MOU 466-M1311 on the dates indicated below.

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Ron Briggs, Chair
Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- CONTRACTOR --

MARSHALL MEDICAL CENTER, INC.
A CALIFORNIA CORPORATION

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

kgf/dao

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

A. Financial Activities:

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

B. In-Kind Support

1. Base Station activities:
 - i. On-line medical direction for paramedics.
 - ii. Paramedic training.
 1. Quality Assurance Training.
 - iii. Use of facilities for paramedic charting.
2. Availability of nurses to accompany patients on critical care transfers ("CCT").
3. Development of Mobile Intensive Care Nurse ("MICN") Program
 - i. Availability of MICNs.
4. Participation on Medical Advisory Committee.
5. Participation on Paramedic Advisory Committee.
6. Participation on Regional Trauma Care Committee.
7. Participation in STEMI System Non-PCI process.
8. Stakeholder in EMS Plan and Trauma Plan.
 - i. Provide California Emergency Medical Services Information Systems (CEMSIS) / National Emergency Medical Services Information Systems (NEMSIS) Trauma Data.
9. Participation in public health preparedness and countywide disaster drills.
 - i. Participation in EMSsystems (HavBed).

C. Operational Support

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

Centers for Medicare & Medicaid Services
Jurisdiction 1 Part B
2013 Northern California Revised Ambulance Fee
Schedule

Northern California, Area 99

HCPCS Code	Base RVU	Non-Facility PE GPCI	Conversion Factor	Urban Mileage/Base Rate	Rural Mileage/Base Rate
A0425	1.00	1.085	6.95	\$7.09	\$7.16
A0426	1.20	1.085	216.19	\$280.36	\$283.11
A0427	1.90	1.085	216.19	\$443.91	\$448.26
A0428	1.00	1.085	216.19	\$233.63	\$235.92
A0429	1.60	1.085	216.19	\$373.81	\$377.48
A0430	1.00	1.085	2933.78	\$3,058.47	\$4,587.70
A0431	1.00	1.085	3410.96	\$3,555.93	\$5,333.89
A0432	1.75	1.085	216.19	\$408.86	\$412.87
A0433	2.75	1.085	216.19	\$642.49	\$648.79
A0434	3.25	1.085	216.19	\$759.31	\$766.76
A0435	1.00	1.085	8.32	\$8.32	\$12.48
A0436	1.00	1.085	22.21	\$22.21	\$33.32

last updated on 12/20/2012