

MEMORANDUM OF UNDERSTANDING #021-MI 710  
Ambulance Services

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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 "El Dorado County") and the County of Alpine, a political subdivision of the State of California (hereinafter referred to as "Alpine County");

**RECITALS**

**WHEREAS**, full service emergency and non-emergency Prehospital Advanced Life Support Services (ALS) ground ambulance services (ambulance services) are provided within the boundaries of the area commonly known as El Dorado County Service Area No. 3 (CSA 3) under an El Dorado County Agreement (Agreement) with a local ambulance service contractor; and

**WHEREAS**, said Agreement allows the ambulance service contractor to provide ambulance services into a contiguous area of Alpine County; and

**WHEREAS**, covering the cost of ambulance services within CSA 3 is comprised of fee-for-service plus a benefit assessment tax on improved parcels within CSA 3. The benefit assessment tax is an El Dorado County tax, and is not imposed on Alpine County residents; therefore, Alpine County's ambulance service rates shall be not less than the non-residential rate as established by the El Dorado County Board of Supervisors; and

**WHEREAS**, Alpine County wishes to enter into a Memorandum of Understanding (MOU) with El Dorado County for ambulance services in exchange for compensation as provided herein; and

**NOW, THEREFORE**, in consideration of the recitals and the obligations of the parties as expressed herein, both El Dorado County and Alpine County do hereby agree as follows:

**ARTICLE I**

**Scope of Services:** El Dorado County agrees to provide full service emergency and non-emergency Prehospital Advanced Life Support Services (ALS) ground ambulance services (ambulance services) on a twenty-four (24) hour, seven (7) days a week basis per terms of the Agreement with its ambulance service contractor (Contractor). The area of coverage is shown on Exhibit A "Alpine County Service Area," attached hereto and incorporated by reference herein.

In the event all available ambulances are in use at the time services are requested, El Dorado County, through its Contractor, CTESOA (Cal Tahoe Emergency Services Operations Authority), or successor, shall immediately advise Alpine County that it cannot respond to the requested call.

- A. Charges: Except as otherwise provided herein, El Dorado County shall bill patient(s) for ambulance service at the rates established by the County of Alpine Board of Supervisors, attached hereto as Exhibit B. Ambulance Rates shall be reviewed and adjusted annually in accordance with the methodology established in El Dorado County Resolution No. 186-2015, incorporated by reference herein, or as subsequently amended or replaced.
- B. Billing: When a patient is transported per this MOU, El Dorado County shall bill the patient and/or a third party payer per El Dorado County's normal billing cycle and shall provide Alpine County with evidence of such billing upon request.
- C. Revenue: All revenue received by El Dorado County, including those for bad debt collections, shall be considered full payment for services.
- D. Dry Runs: Alpine County shall be entitled to twenty-five (25) dry runs per contract year at no additional charge. For the purposes of this MOU, a call shall be considered a "dry run" when an ambulance responds into Alpine County and no patient is transported. El Dorado County shall invoice Alpine County for all dry runs in excess of twenty-five (25) per contract year at the current rate for "Treatment – No Transport" in El Dorado County Resolution No. 186-2015, incorporated by reference herein, or as subsequently amended or replaced.
- E. Collections of Bad Debt: Where ambulance services have been provided by El Dorado County within Alpine County as a result of an official call or an emergency call, and Ambulance Billing has failed to collect all charges owing as allowed by law from the party for whose benefit this service was provided and has determined that said bill has not been collected, El Dorado County shall refer the account for bad debt collection.
- F. Annual Report: El Dorado County will provide an annual report to Alpine County that will include: total number of calls for service, total amount billed for services, total amount uncollected by El Dorado County, and the total dry runs.

## ARTICLE II

**Term:** This MOU shall become effective upon final execution by both parties hereto and shall expire August 31, 2019.

## ARTICLE III

**Changes to MOU:** This 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 IV

**Non-Subsidy:** It is the intent of both parties that the full cost of ambulance services provided to Alpine County be covered as set forth herein in Article I, Scope of Services. Parties agree to review the current ambulance rate schedule approved by Alpine County, attached hereto as Exhibit B, on an annual basis to determine if any fee adjustments are necessary to prevent any

subsidy by El Dorado County. However, variances due to payer mix may affect the total amount collected for each patient.

#### **ARTICLE V**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by either party during the performance of services provided pursuant to this MOU, shall be treated by each party's employees as confidential information. Each party shall not disclose or use, directly or indirectly, at any time, any such confidential information. Either party receives any individually identifiable health information ("Protected Health Information" or "PHI"), each party and its employees shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

#### **ARTICLE VI**

##### **Default, Termination, and Cancellation:**

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. Alpine County acknowledges that El Dorado County contracts with an ambulance service contractor as identified herein. Should that ambulance service contractor default in its contract with El Dorado County, this MOU shall immediately become null and void, and no further ambulance services shall be rendered to Alpine County under this MOU. El Dorado County will notify Alpine County within twenty-four (24) hours of such an occurrence.
- C. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part upon sixty (60) calendar days written notice to the other without cause in accordance with Article VII herein. Upon receipt of a Notice of Termination, El Dorado County 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 VII**

**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 El Dorado County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit

or to such other location as El Dorado County directs.

with a carbon copy to

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

Notices to Alpine County shall be addressed as follows:

COUNTY OF ALPINE  
P. O. Box 387  
Markleeville, CA 96120  
ATTN: Carol McElroy, County Administrative Officer

or to such other location as Alpine County directs.

#### **ARTICLE VIII**

**Change of Address:** In the event of a change in address for either County, each County shall notify the other 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 other County's 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.

#### **ARTICLE IX**

**Insurance:** El Dorado County shall ensure that its ambulance service contractor obtains and keeps in full force and effect, at contractor's own expense, insurance coverage as required by the Agreement between the County of El Dorado and its contracted ambulance service provider. El Dorado County shall notify Alpine County in the event that there are any changes to the current insurance requirements as set forth in the Agreement between El Dorado County and its contracted ambulance service provider.

El Dorado County is self-insured. Alpine County acknowledges and accepts the self-insured status of El Dorado County and the insurance required of its contractor who provides ambulance services as adequate for the purposes of this MOU.

**ARTICLE X**

**Relationship of Parties:** This MOU is an agreement by and between two governmental agencies and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association.

**ARTICLE XI**

**Compliance With Laws Relating to Ambulance Services:** El Dorado County's contract with its Contractor requires that the Contractor comply with all federal, State and county laws, rules and regulations relating to ambulance service including, but not limited to, maintenance and operation of equipment and qualifications and training of employees.

**ARTICLE XII**

**Administrator:** The El Dorado County Officer or employee with responsibility for administering this MOU is Richard Todd, Emergency Medical Services Agency Administrator, Health and Human Services Agency, or successor.

**ARTICLE XIII**

**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 XIV**

**Partial Invalidity:** If any provision of this 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 XV**

**Venue:** Any dispute resolution action arising out of this 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 XVI**

**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 agreement.

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**ARTICLE XVII**

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

**Requesting Contract Administrator Concurrence:**

By: Richard W. Todd Dated: 12-05-2016  
Richard Todd,  
Emergency Medical Services Agency Administrator  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

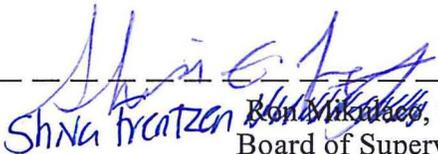
By: Patricia Charles-Heathers Dated: 12-5-16  
Patricia Charles-Heathers, Ph.D.  
Director  
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: 1/31/17

By:   
Shina Fritzen, Chair  
Board of Supervisors  
"County of El Dorado"

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

By:   
Deputy Clerk

Dated: 1/31/17

COUNTY OF ALPINE

**PASSED and ADOPTED** this 15th day of November, 2016 by the following vote:

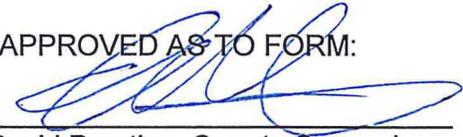
AYES: SUPERVISORS DONALD M. JARDINE, RON HAMES, KATHERINE RAKOW  
TERRY WOODROW, MARY RAWSON

NOES: NONE

ABSENT: NONE

  
Katherine Rakow, Chair, Board of  
Supervisors,  
County of Alpine, State of California

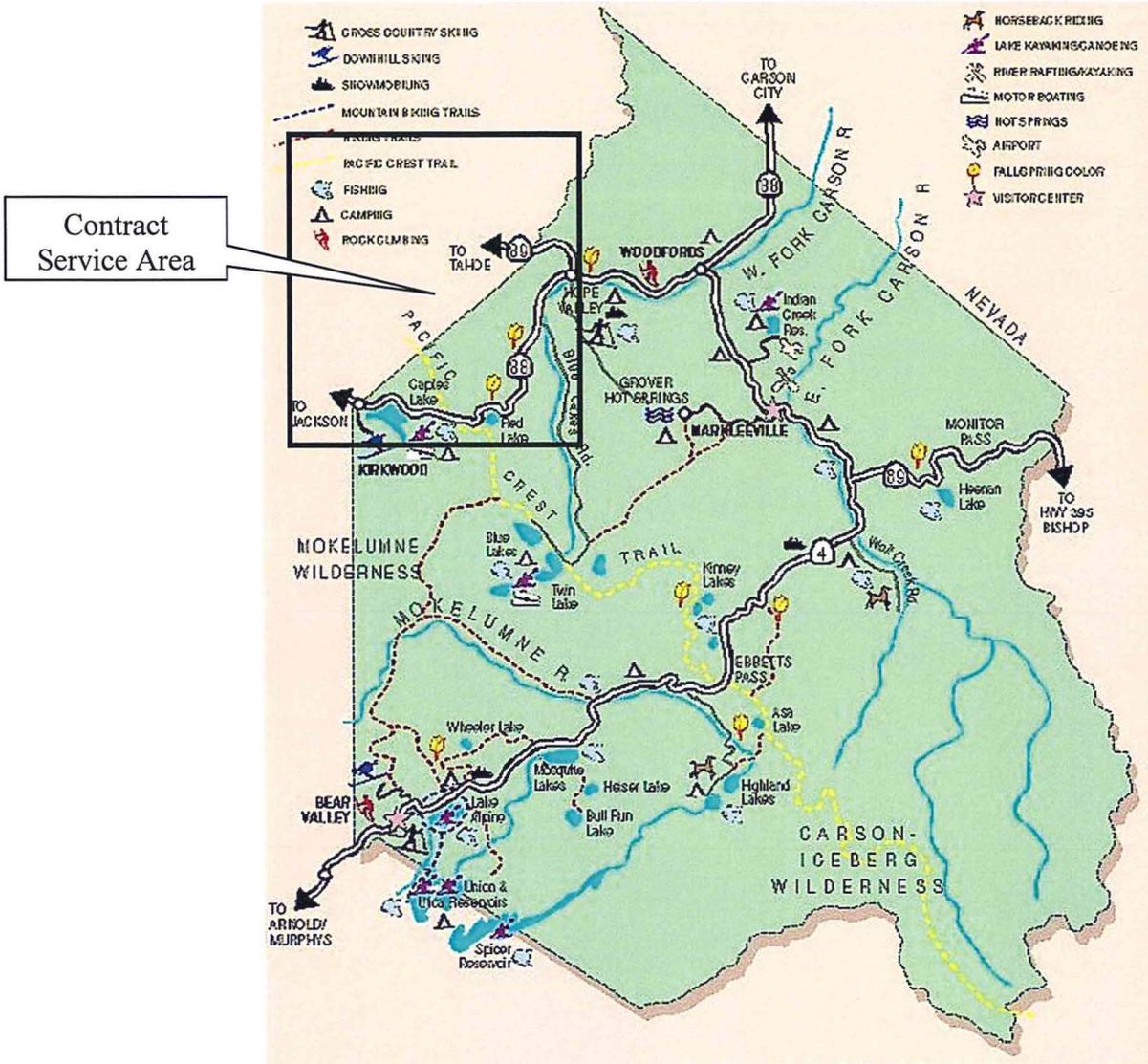
ATTEST:  
  
Teola L. Tremayne, County Clerk and ex-officio  
Clerk to the Board of Supervisors  
By: Stephanie Fong, Asst. County Clerk.

APPROVED AS TO FORM:  
  
David Prentice, County Counsel

# Exhibit A

## DESCRIPTION OF SERVICE AREA

The area of Alpine County to be covered by this agreement is that portion of State Route 89 from the County line south to its intersection with State Route 88, then west on State Route 88, to and including the community of Kirkwood. Only incidental ambulance services will be provided to those residential properties in the Kirkwood development that are located in Amador County to the extent they are requested through Alpine County Dispatch.



Contract Ambulance Service Area  
Alpine County, California

**2016  
ALPINE COUNTY AMBULANCE  
RATE SCHEDULE  
Effective November, 2016**

| <u>Description</u>                   | <u>Rate</u>   |
|--------------------------------------|---------------|
| ALS Emergency Base Rate              | \$1,683       |
| ALS Non-Emergency Base RateL         | \$1,683       |
| ALS Level 2:                         | \$1,760       |
| Mileage                              | \$31/mile     |
| Facility Waiting Time (per 1/4 hour) | \$263         |
| Oxygen Use                           | \$111         |
| Standby (Per Hour)                   | \$195         |
| Critical Care Transport 4            | \$2,367       |
| Treatment-No Transports              | \$406         |
| Medical Supplies & Drugs B           | Market Cost + |

- 1) ALS Emergency Base Rate: This base rate is charged for all emergency transports for which the patient was transported to an acute care hospital or rendezvous point with an air ambulance at least a. mile from the pick up location.
- 2) ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers from a private residence, convalescent care, skilled nursing facility, or hospital and does not require an emergency response (i.e., red lights and siren) to the pick up location.
- 3) ALS Level 2: This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest decompression, surgical airway, or intraosseous line.
- 4) Critical Care Transport: This charge applies when a patient receives care from a registered nurse during transport from a hospital to another receiving facility.
- 5) Treatment- No Transport: This charge applies when the patient receives an assessment and at least one ALS intervention (i.e., ECG monitor, IV, glucose, etc.), but then refuses transport or is transported by other means (i.e., private car, air ambulance, etc.)
- 6) Medical Supplies & Drugs: Medical supplies and drugs are billed at provider's net cost plus a handling charge of 15% to cover the costs of materials, ordering, shipping and inventory control.