

**AMBULANCE SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALPINE
AND
THE COUNTY OF EL DORADO**

RECEIVED

SEP 20 2005

EMERGENCY MEDICAL
SERVICES AGENCY

AMENDMENT I

This Amendment to that Agreement entered into on the 1st day of July, 2003 by and between the County of Alpine, a political subdivision of the State of California, hereinafter called "Alpine County", and the County of El Dorado, also a political subdivision of the State of California, hereinafter called "El Dorado County";

WITNESSETH

WHEREAS, El Dorado County Service Area #3 Ambulance Service is under agreement to extend South Lake Tahoe area ambulance service into parts of Alpine County; and

WHEREAS, Alpine County services have been subject to the El Dorado County Ambulance Rate Schedule; and

WHEREAS, concurrent with the execution of this amendment Alpine County is adopting its own ambulance rate schedule, to be effective ~~September 1, 2005~~ to charge for services covered under this agreement;
November 1, 2005

NOW, THEREFORE, the parties do hereby agree to amend this Agreement as follows:

1. Exhibit A, El Dorado County Ambulance Rate Schedule is replaced in its entirety by Exhibit A, Amendment I, Alpine County Ambulance Rate Schedule, attached hereto and made by reference a part hereof.
2. Paragraph 1. TERM is amended in its entirety to the following:
 1. **TERM.** The term of this Agreement shall be July 1, 2003 through December 31, 2006, inclusive. The Agreement may be renewed for one additional year by a written agreement of the parties. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
Exhibit A, Amendment I, Alpine County Ambulance Rate Schedule shall become effective ~~September 1, 2005~~ November 1, 2005.
3. Paragraph 5. CHARGES, DRY RUNS, BILLING AND COLLECTIONS is amended in its entirety to read as follows:

5. CHARGES, BILLING, CREDITS, DRY RUNS, AND COLLECTIONS.

A. Charges. Except as otherwise provided herein, El Dorado County agrees to bill the patient and/or a third party payor for ambulance service those applicable rates as shown on Exhibit A, Amendment I attached hereto and incorporated herein by reference.

B. Billing. When a patient is transported per this agreement, El Dorado County shall bill the patient and/or the third party payor per El Dorado County's normal billing cycle, and shall provide Alpine County with evidence of such billing upon request.

C. Credits. All credits received by El Dorado County, including those for bad debt collection, shall be considered full payment for services.

D. Dry Runs. Alpine County shall be entitled to forty-five (45) dry runs, as defined in this agreement, per contract year at no additional charge. El Dorado County shall invoice Alpine County for all dry runs in excess of forty-five (45) per contract year at the current rate for "No Service – Alpine County" approved by the El Dorado County Board of Supervisors.

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

4. Paragraph 8. PAYMENT OF CLAIMS is deleted in its entirety.

The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document

COUNTY OF ALPINE

Donald M. Jardine

Donald M. Jardine ; Chair, Board of Supervisors, County of Alpine, State of California

Date: 09-06-2005

Date: 09-06-2005

ATTEST:

APPROVED AS TO FORM:

Barbara K Jones
BARBARA K. JONES, County Clerk
and ex-officio Clerk of the Board
By: Barbara Howard, Deputy

J. Dennis Crabb
J. Dennis Crabb, County Counsel

COUNTY OF EL DORADO

By: *James R Sweeney*
FIRST VICE-CHAIRMAN
El Dorado County Board of Supervisors

Date: 9/20/05

ATTEST:
Cindy Keck, Clerk

By: *Cindy Keck* Date: 9/20/05
Deputy Clerk

Exhibit A, Amendment I

ALPINE COUNTY AMBULANCE RATE SCHEDULE

Description	Rate
ALS Emergency Base Rate *	\$1,167
ALS Non-Emergency Base Rate **	\$1,167
ALS Level 2 ***	\$1,690
Mileage	\$26/mile
Facility Waiting Time (per 1/4 hour)	N/A
Oxygen Use	\$50
Standby (Per Hour)	N/A
Critical Care Transport	\$1,998
Medical Supplies & Drugs ****	Cost + 15%

* ALS Emergency Base Rate: This base rate is charged for all ambulance transports in which an emergency Code 3 response (lights and siren) was required, or emergency treatment rendered, or any type of Advanced Life Support procedure was involved.

** ALS Non-Emergency Base Rate: This base rate is charged for non-emergency transfers which can be scheduled from a private residence, nursing facility, or hospital and not requiring an emergency response.

*** 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, intraosseous line.

**** Medical Supplies & Drugs: Medical supplies and drugs are billed in addition to other applicable fees at net cost plus a handling charge of 15% to cover the direct costs of materials, ordering, shipping and inventory control.

Original Agreement

**AMBULANCE SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALPINE
AND
THE COUNTY OF EL DORADO**

This Agreement is entered into by and between the County of Alpine, a political subdivision of the State of California, hereinafter called "Alpine County", and the County of El Dorado, also a political subdivision of the State of California, hereinafter called "El Dorado County".

RECITALS

WHEREAS, ambulance service is provided within the boundaries of the area commonly known as El Dorado County Service Area No. 3 (CSA #3) under an El Dorado County contract, hereinafter called "Contract", with a local ambulance service contractor; and

WHEREAS, said Contract approved by the El Dorado County Board of Supervisors allows the ambulance service contractor to provide services into a contiguous area of Alpine County upon approval of Alpine County and El Dorado County Board of Supervisors; and

WHEREAS, both parties hereto agree that the area of Alpine County identified herein is located within the South Lake Tahoe medical market area and that ambulance service for said area of Alpine County is best provided from the South Lake Tahoe area of El Dorado County; and

WHEREAS, Alpine County wishes to enter into an agreement to have El Dorado County extend needed ambulance service into Alpine County;

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:

DEFINITIONS OF TERMS

A. Ambulance Transport: Any ground transport of a patient made as a result of an official call or an emergency call.

B. Official Call: A call for ambulance services placed by a designated official of a governmental agency including dispatcher, any peace officer, excluding calls for non-emergency transportation of private patients.

C. Dry Run: Any ambulance call made as a result of an official call or emergency call whereupon after responding to said call and making patient contact, it is determined that no ambulance is needed, or when the responding ambulance crosses into Alpine County with or without making patient contact.

D. Emergency: Any sudden or serious illness or injury requiring immediate medical or psychiatric attention or any case declared to be an emergency by a doctor of medicine, a peace officer, a firefighter, a nurse, or an emergency call as placed through Alpine County's dispatch center.

E. Emergency call: A call requesting ambulance services for an emergency originating from a county designated dispatch center.

G. Indigent: All persons who fall within the definition of medically indigent as defined by the California Welfare and Institutions Code, Division 9, Chapter I, Section 17006.

H. Peace Officer: Any person designated as a peace officer by the laws of the State of California.

I. Physician: Any person duly licensed to practice medicine in the State of California.

J. Firefighter: Any person, paid or volunteer, acting on behalf of a fire department or a fire protection district.

K. Nurse: Any person registered or licensed by the State of California as a licensed vocational nurse or registered nurse.

L. On-Duty Personnel: The driver and attendant who are stationed at the same location as the ambulance equipment and capable of responding immediately to each official call or emergency call which is directed to them.

M. Standby: a request for ambulance services where the ambulance is expected to stage and be available for a possible medical emergency, such as a police tactical operation, a major fire, or special event.

N. Incidental ambulance services: infrequent requests for ambulance services to residential properties in the Kirkwood Resort development that are located in Amador County and for which Alpine County has no financial liability.

AGREEMENT

1. **TERM.** The term of this Agreement is three years, commencing July 1, 2003, and ending June 30, 2006, inclusive, unless modified by a written agreement of the parties or terminated by either of the parties. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

2. **SERVICES AND EQUIPMENT.** El Dorado County hereby agrees to provide ambulance services, necessary equipment and personnel on a twenty-four (24) hour, seven (7) days a week basis per terms of the Contract with its ambulance service contractor. In the event all available ambulances are in use at the time services are requested, El Dorado County, through its ambulance service contractor, shall immediately advise Alpine County that it cannot respond to the requested call. As of the date of this Agreement, the ambulance service contractor for El Dorado County is California Tahoe Emergency Services Operations Authority.

A. **Response to calls.** Ambulance contractor shall transport each patient to Barton Memorial Hospital at South Lake Tahoe, unless patient condition requires transport to a more appropriate facility.

B. Equipment. In addition to requirements set forth by the State of California, El Dorado County shall furnish for service under this Agreement, the following:

- a. Ambulance capable of transporting a minimum of two patients.
- b. Ambulance shall be equipped at Advanced Life Support (ALS) level.
- c. Ambulance shall be equipped with a two-way radio in good repair and operational on such frequencies as designated by the Contract with the ambulance service contractor.

C. Area of coverage. The area of Alpine County to be covered by El Dorado County ambulance services is that specifically designated on the attached response map (Exhibit B).

3. PERSONNEL. El Dorado County shall assure each ambulance is staffed per the terms of the Contract with its ambulance service contractor, and as prescribed by the laws of the State of California.

4. INSURANCE. El Dorado County shall insure that its contractor obtains and keeps in full force and effect, at its own expense, insurance coverages as required by the Contract between the County of El Dorado and California Tahoe Emergency Services Operations Authority. El Dorado County is self-insured. Alpine County acknowledges and accepts the self-insured status of El Dorado County, and the insurance required of their subcontractor who provides ambulance services, as adequate for the purposes of this Agreement.

5. CHARGES, DRY RUNS, BILLING AND COLLECTIONS.

A. Charges. Except as otherwise provided herein, El Dorado County agrees to bill the patient for service of the ambulance those fees shown on Exhibit A attached hereto and incorporated herein by reference.

B. Dry Runs. When a call for ambulance services originated by the County of Alpine 9-1-1 Dispatch Center is received by El Dorado County, and when it is ascertained after responding to said call that said services are not required (either following patient contact by ambulance provider or when the ambulance provider has crossed into Alpine County without making patient contact), Alpine County agrees to pay El Dorado County \$71.00, plus \$6.50 per mile one way traveled in route prior to cancellation of said call per Exhibit A, and as invoiced by El Dorado County.

C. Billing. When a patient is transported, El Dorado County shall bill the patient and/or the third party payor El Dorado County's customary charges per El Dorado County's normal billing cycle, and shall provide Alpine County with evidence of such billing upon request.

D. 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 El Dorado County 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, Alpine County shall pay said claim where all of the following conditions exist:

- a. A diligent effort has been made by El Dorado County to collect said bill and El Dorado County has sent at least two requests for payment within the prescribed pay plan billing cycle.
- b. Where the bill for such service has not been collected by El Dorado County, after following the procedure as set forth in Paragraph 1 above, El Dorado County may refer the bill or any uncollected portion of the bill as allowed by law to Alpine County for collection. The submission of the claim shall constitute an assignment to Alpine County of all El Dorado County rights, title and interest in such claim. El Dorado County shall refund to Alpine County, any payment received on the claim subsequent to assignment to Alpine County.
- c. Alpine County will be responsible for payment of all governmental writeoffs including MediCare, MediCal, Champus, and Veterans Administration write-offs. Billings for such write-offs shall occur quarterly in a list format and are not collectible from the patient by Alpine County per Medicare and MediCal regulations.

6 AUDITS. Upon providing 30 days notice, Alpine County reserves the right to audit the accounts and records of El Dorado County during the period covered by this Agreement and at contract termination. Alpine County further agrees to assume all costs for any such audit performed.

7. 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, and total amount uncollected by El Dorado County.

8. PAYMENT OF CLAIMS. Claims by El Dorado County for payment shall contain the following information:

- The patient's correct name, address and telephone number, if known, and the employer's name, address and telephone number as applicable and available; all third party carrier information; date of service; point of origin of call and destination hospital; dispatch incident number; and record of reimbursement recovery efforts.
- When minors are transported, the address and telephone number of the parents or guardian shall be furnished as well as the name, address and telephone number of the employer of the parent(s) or guardian, whenever possible. Copies of all collection information in ambulance files, including dates of billings, shall be attached to each claim submitted when assigned to Alpine County.

In order to be entitled to receive payment from Alpine County, El Dorado County must submit claims to Alpine County within one year from the date the ambulance services were rendered. All claims will be submitted to:

Administration Office
ATTN: Assistant to the Board
P.O. Box 387
Markleeville, CA 96120
(530) 694-2287

Alpine County shall pay all claims within thirty (30) days after receipt of timely billing, per the rates set forth in Attachment A. Those claims arising from uncollectible portions of accounts must be paid in full by Alpine County.

In order for a claim to be considered as properly owing by Alpine County to El Dorado County pursuant to this Agreement, it is necessary that El Dorado County shall comply with all applicable terms of this Agreement. No claims will be paid in the absence of reasonable proof that services have in fact been performed. No claims shall be paid unless the claim contains the following information verified by El Dorado County: time of call; point of pick up; reason for no pick up, when available; distance traveled in Alpine County if no patient contact; and name and address of person for whom ambulance service was called. Alpine County shall notify El Dorado County when a claim is to be rejected for non-timely filing.

Ambulance transports which terminate at Barton Memorial Hospital shall be considered as one complete transport with full base rate and mileage rates applied. If a subsequent transport is required to transfer the patient to another hospital, it shall be considered a new and separate trip with application of full base rate and full mileage. Alpine County, however, shall not be liable to El Dorado County for charges for any subsequent transfer from Barton Memorial Hospital to another hospital. This paragraph shall not apply to transfers of Alpine County mental health patients covered under separate contract with ENKI Health and Research Systems.

9. RELATIONSHIP OF PARTIES. This Agreement 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.

10. COMPLIANCE WITH THE LAWS RELATING TO AMBULANCE SERVICE. El Dorado County shall 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.

11. DEFAULT, TERMINATION, AND CANCELLATION.

A. Default:

a. 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 in 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 in which the extension of time to cure expires.

b. 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.

c. Alpine County acknowledges that El Dorado County subcontracts with an ambulance service contractor as identified herein. Should that ambulance service contractor default in its contract with El Dorado County, this Agreement shall immediately become null and void, and no further ambulance services shall be rendered to Alpine County under this Agreement. El Dorado County will notify Alpine County within twenty-four (24) hours of this occurrence.

B. Termination or Cancellation without Cause: Either party may terminate this Agreement for any reason, in whole or in part, ninety (90) calendar days upon written notice to the other. If such prior termination is effected, Alpine County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado County, and for such other services, which Alpine County may agree to in writing as necessary for contract resolution. In no event, however, shall Alpine County be obligated to pay more than the total amount of the contract. 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. In the event of termination for default, Alpine County reserves the right to take over and complete the work by contract or by any other means.

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, Certified, Return Receipt Requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY

El Dorado County EMS Agency
ATTN: EMS Agency Administrator
415 Placerville Dr., Suite J
Placerville, CA 95667
(530) 621-6500

ALPINE COUNTY

Administration Office
ATTN: Assistant to the Board
P.O. Box 387
Markleeville, CA 96120
(530) 694-2287

The parties will undertake mutual efforts to remedy any alleged violation of this Agreement.

14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT. If Alpine County receives any individually identifiable health information ("Protected Health Information" or "PHI"), Alpine County 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. This contract may be amended to include additional requirements of the Health Insurance Portability and

Contract No.:
Approved:
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Accountability Act (HIPAA) should it be determined that a business associate relationship, as defined under the Act, exists between the two parties.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promises made by any party or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the parties.

16. ADMINISTRATOR. The El Dorado County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

COUNTY OF ALPINE

Herman Zellmer
Herman Zellmer, Chair, Board of
Supervisors, County of Alpine, State of
California

Date: _____

Date: Herman Zellmer August 19, 2003

ATTEST:

Barbara Howard
BARBARA K. JONES, County Clerk
and ex-officio Clerk of the Board
By: Barbara Howard, Deputy

APPROVED AS TO FORM:

J. Dennis Crabb
J. Dennis Crabb, County Counsel

COUNTY OF EL DORADO

Helen K. Baumann
By: Helen K. Baumann, Chairman
El Dorado County Board of Supervisors

Date: 9-23-03

ATTEST:
Dixie L. Foote, Clerk

Margaret E. Moody 9/23/03
By: _____ Date: _____
Deputy Clerk

EXHIBIT A

EL DORADO COUNTY
AMBULANCE RATE SCHEDULE

Effective January 1, 2001

DESCRIPTION	RATE
*ALS Emergency Base Rate	\$ 544
**ALS Non-Emergency Rate	\$ 308
***ALS Level 2	\$ 609
****Services – No Transport (Alpine County Only)	\$ 71
Mileage	\$ 12
Night Call (7:00 p.m. – 7:00 a.m.)	\$ 50
Facility Waiting Time (1/4 hour)	\$ 50
Oxygen Usage	\$ 50
SCT/CCT Nurse Charge	\$ 130
Standby (Per Hour)	\$ 125

Medical supplies and drugs are to be billed to patients at net cost plus a handling charge of 15% to cover the direct costs of materials, ordering, shipping and inventory control.

* ALS Emergency Base Rate: This charge will be billed as the base rate for all ambulance transports (911 requests or transfers) in which an emergency (Code 3) response was required, or emergency treatment rendered, or any type of Advanced Life Support Procedure was involved.

** ALS Non-Emergency Base Rate: This base rate will be charged to all patients requiring non-emergency transfers from a private residence, nursing facility, or hospital not requiring an emergency response which can be scheduled, and not requiring emergency care, and not requiring Advanced Life Support procedures.

*** ALS Level 2: When medically necessary, the 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, intraosseous line.

**** Services – No Transport: This is the charge for a dry run as defined in this agreement.

EXHIBIT B

DESCRIPTION OF SERVICE AREA

The area of Alpine County to be covered by El Dorado County 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 which are located in Amador County to the extent they are requested through Alpine County Dispatch.

