

ORIGINAL

MEMORANDUM OF UNDERSTANDING #4078
Ambulance Services

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 not be less than the non-residential rates 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. Within sixty (60) days of execution of this MOU, Alpine County shall adopt rates that are no lower than the current rates adopted by the El Dorado County Board of Supervisors, and shall provide evidence of such action to Contract Administrator. Updates to the rates in Exhibit B shall become part of this MOU upon acknowledgment in writing by El Dorado County's Contract Administrator, and no further amendment of the MOU shall be necessary
- 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 Alpine County Ambulance rate for "Treatment – No Transport", as set forth in Exhibit B, 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 cover the term of September 1, 2019 through August 31, 2022.

ARTICLE III

Changes to MOU: This MOU may be amended by mutual consent of the parties hereto. Except as provided herein, 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 not less than annually 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.

Updates to Exhibit B may be made in accordance with Article I, paragraph A.

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 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. 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 MOU 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
Chief Administrative Office
330 Fair Lane
Placerville, CA 95667
ATTN: EMS

or to such other location as El Dorado County directs.

with a copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
2850 Fairlane Ct.
Bldg C (Upstairs)
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: Nichole Williamson, County Administrative Officer/ Health and Human Services Director

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 ambulance service contractor. 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 ambulance service contractor.

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

Indemnification: County of Alpine shall defend, release, hold harmless, and indemnify El Dorado County, its elected officials, officers, employees, agents and volunteers from any and all claims for injuries or damages to persons and/or property, including attorneys' fees, which arise out of injuries or damages resulting from the negligent acts or omissions of County of Alpine, its officers and/or employees. It is further agreed that El Dorado County, shall defend, release, hold harmless and indemnify County of Alpine, its elected officials, officers and/or employees, agents and volunteers from any and all claims for injures and/or damages to persons and/or property, including attorneys' fees, which arise out of the negligent acts and/or omissions of El Dorado County, its elected officials, officers and employees. In the event of concurrent negligence of County of Alpine, its officers and employees and El Dorado County, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

ARTICLE XI

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 XII

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 XIII

Administrator: The El Dorado County Officer or employee with responsibility for administering this MOU is Michelle Patterson, Emergency Medical Services Agency Administrator, Chief Administrative Office, or successor.

ARTICLE XIV

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 XV

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 XVI

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 XVII

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.

ARTICLE XVIII

Counterparts: This MOU may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


ARTICLE XIX

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:  _____ Dated: 8/6/19 _____
Michelle Patterson,
Emergency Medical Services Agency Administrator
Chief Administrative Office


Requesting Department Head Concurrence:

By:  _____ Dated: 8/6/2019 _____
Don Ashton
Chief Administrator Officer
County of El Dorado Chief Administrative Office

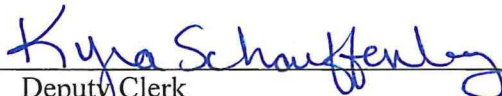
IN WITNESS WHEREOF, the parties hereto have executed this MOU on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 8-13-19

By: 
Vice Chair
Board of Supervisors
"County of El Dorado"


ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 8-13-19

-- COUNTY OF ALPINE --

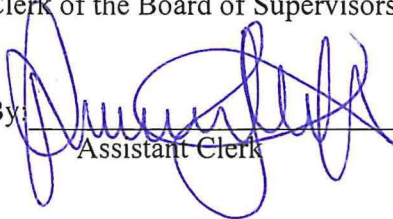
APPROVED AS TO FORM:


Deputy County Counsel

Dated: 20-aug-2019

By: 
Chair
Board of Supervisors
"County of Alpine"

ATTEST:
Clerk of the Board of Supervisors

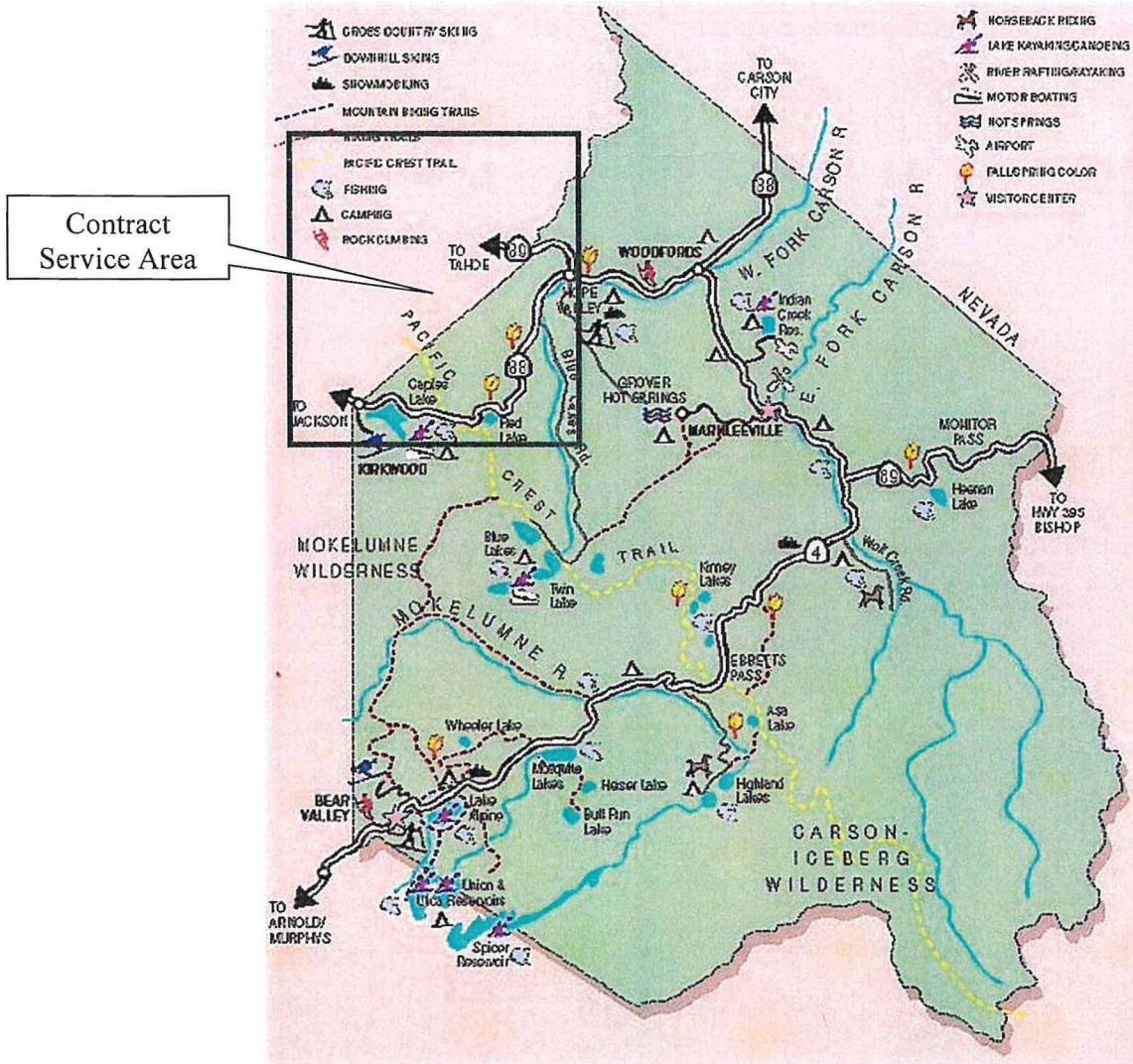
By: 
Assistant Clerk

Dated: 8-20-19

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

**2019 EL DORADO COUNTY
AMBULANCE RATE SCHEDULE**

Effective July 1, 2019

Description	Rate
ALS Emergency Base Rate ¹ – Resident	\$1,562
ALS Emergency Base Rate – Nonresident*	\$1,842
ALS Non-Emergency Base Rate ² – Resident	\$1,562
ALS Non-Emergency Base Rate – Nonresident*	\$1,842
ALS Level 2 ³ – Resident	\$1,647
ALS Level 2 – Nonresident*	\$1,927
Mileage	\$34/mile
Facility Waiting Time (per 1/4 hour)	\$288
Oxygen Use	\$121
Standby (Per Hour)	\$213
Critical Care Transport ⁴ – Resident	\$2,311
Critical Care Transport – Nonresident*	\$2,592
Treatment – No Transport ⁵	\$445
Medical Supplies & Drugs ⁶	Market Cost + 15%

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 0.1 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.

* Nonresident: Charge applies to a patient whose home address includes a city, state or zip code located outside El Dorado County.