

MEMORANDUM OF UNDERSTANDING

#687-PHD1107

between

COUNTY OF ALPINE

and

COUNTY OF EL DORADO

regarding

AMBULANCE SERVICES

THIS Memorandum of Understanding (“MOU”) 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".

WITNESSETH

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 MOU to have El Dorado County extend needed ambulance service into a portion of Alpine County in exchange for compensation as provided herein;

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:

1. TERM

The term of this MOU shall be three years, commencing January 1, 2008 and ending December 31, 2010, inclusive, unless modified by a written agreement of the parties or earlier terminated by either of the parties. The MOU may be extended for one additional year upon written notice from one party to the other, in accordance with Section 12 below. Either party may terminate this MOU without cause upon sixty (60) days written notice to the other party, in accordance with Section 12 below.

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 MOU, 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 in 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 MOU, the following:
 - i. Ambulance capable of transporting a minimum of two patients.
 - ii. Ambulance shall be staffed at Advanced Life Support (ALS) level.
 - iii. 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 Contractor's own expense, insurance coverage 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 MOU.

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 payer those applicable rates for ambulance service as shown on Exhibit A, attached hereto and incorporated herein by reference. Alpine County reserves the right to modify those rates for any reason and shall notify El Dorado County of such modifications in writing upon adoption by the Alpine County Board of Supervisors.
- 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. 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 fifty (50) 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 fifty (50) per contract year at the current rate for "Services – No Transport" in the ambulance rate schedule approved by the Alpine 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.

6. AUDITS

Upon providing thirty (30) days notice, Alpine County reserves the right to audit the accounts and records of El Dorado County during the period covered by this MOU 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. NON-SUBSIDY

It is the intent of both parties that the full cost of services be covered by fees established by Alpine County (Exhibit A). Parties agree to review the current ambulance rate schedule approved by Alpine County on an annual basis to determine if any fee adjustments are necessary to prevent any subsidy by El Dorado County to provide the service.

9. 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.

10. COMPLIANCE WITH THE LAWS RELATING TO AMBULANCE SERVICE

El Dorado County's contract with its ambulance service 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.

11. DEFAULT, TERMINATION, AND CANCELLATION

A. Default:

i. 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 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.

ii. 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.

iii. 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 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 this occurrence.

- B. Termination or Cancellation without Cause: Either party may terminate this MOU for any reason, in whole or in part, ninety (60) calendar days upon written notice to the other, in accordance with Section 12 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.

12. NOTICES

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 MOU.

13. 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 Accountability Act (HIPAA) should it be determined that a business associate relationship, as defined under the Act, exists between the two parties.

14. ENTIRE MOU

This MOU contains the entire MOU of the parties with respect to the matters covered by this MOU, 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 MOU 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 both parties, except the parties may extend the term of this MOU pursuant to Section 1.

15. ADMINISTRATOR

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

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

DEPARTMENT HEAD CONCURRENCE

By: _____ Date: _____
Gayle Erbe-Hamlin, Director
Public Health Department

COUNTY OF ALPINE

By: _____ Date: _____
Herman Zellmer, Chairman
Alpine County Board of Supervisors

APPROVED AS TO FORM:
J. Dennis Crabb, County Counsel

ATTEST:
Barbara K. Jones, Clerk

By: _____ Date: _____

By: _____ Date: _____
Deputy Clerk

COUNTY OF EL DORADO

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

ATTEST:
Cindy Keck, Clerk

By: _____ Date: _____
Deputy Clerk

EXHIBIT A

**ALPINE COUNTY
AMBULANCE RATE SCHEDULE
(effective January 1, 2008)**

Description	Rate
ALS Emergency Base Rate *	\$1,237
ALS Non-Emergency Base Rate **	\$1,237
ALS Level 2 ***	\$1,791
Critical Care Transport	\$2,118
Services – No Transport ****	\$292
Mileage	\$26/mile
Facility Waiting Time (per 1/4 hour)	N/A
Oxygen Use	\$53
SCT/CCT Nurse Charge	\$138
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.

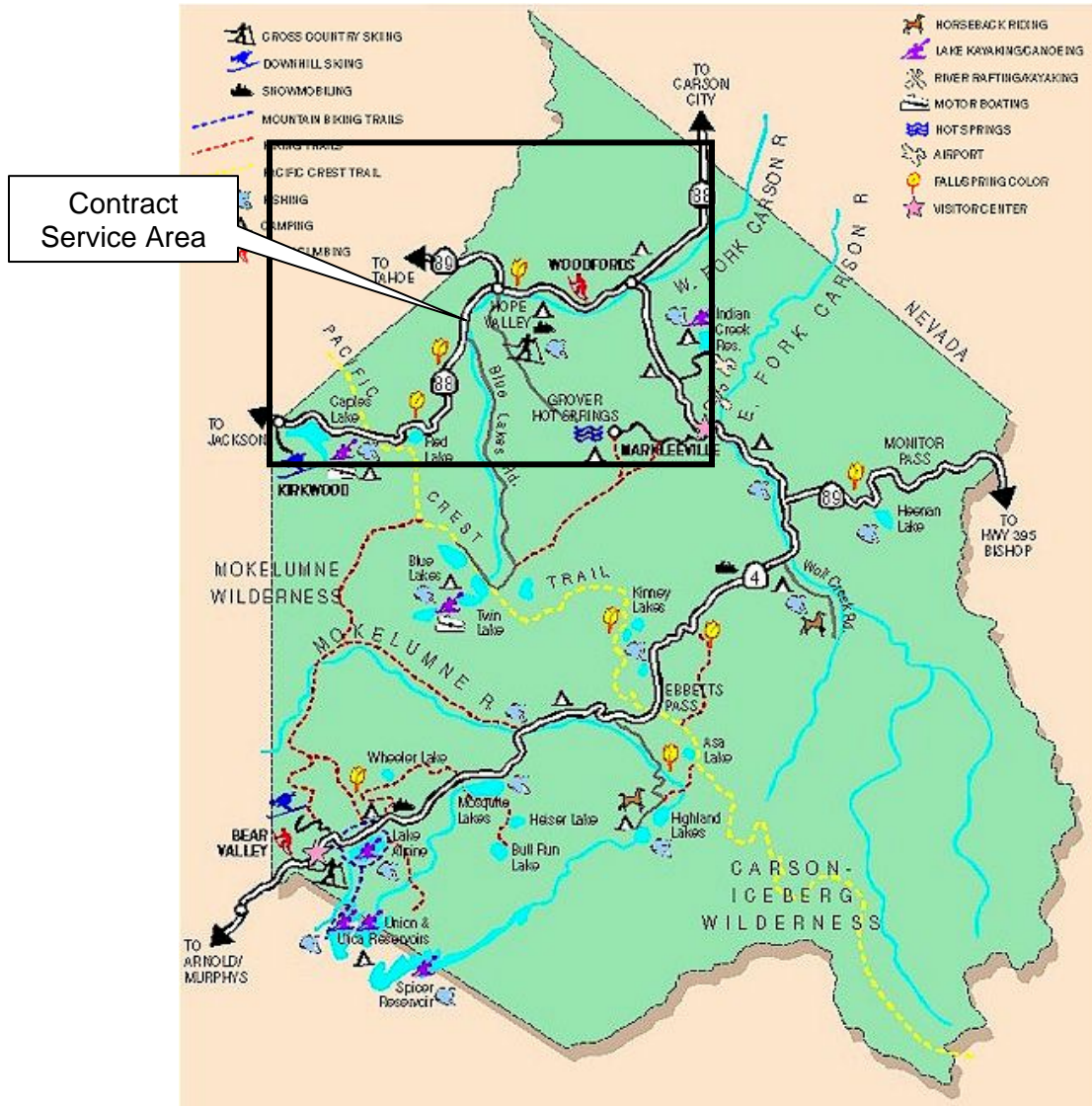
- *** ALS Level 2: This charge applies when there has been a medically necessary administration of at least three different medications or the provision of one or more of the following ALS procedures: manual defibrillation/cardioversion, endotracheal intubation, central venous line, cardiac pacing, chest 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.

EXHIBIT B

DESCRIPTION OF SERVICE AREA

The area of Alpine County to be covered by this MOU 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.



Contract Ambulance Service Area
Alpine County, California