



## Legislation Text

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**File #:** 11-0073, **Version:** 5

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Health and Human Services Agency, Public Health Division, recommending the Board authorize the Chair to sign Amendment II to Agreement 164-S1211 (017-111-P-E2011) with California Tahoe Emergency Services Operations Authority (Cal Tahoe), which amends the compensation methodology to define and compensate for long distance patient transports, revises Cal Tahoe's audit responsibilities, and updates the Notice to Parties and Administrator provisions. There is no change to the monthly compensation amount of \$166,500 or the termination date of August 31, 2016. The County, as the ambulance service provider under a public utility model, contracts with Cal Tahoe to provide basic and advanced life support services. (Refer 05/01/12, Item 14)

**FUNDING:** County Service Area 3 - Benefit Assessment (South Shore Area), Special Tax (West Shore Area), and fee for ambulance services.

### **Fiscal Impact/Change to Net County Cost**

Estimated expenditures were included in the Public Health Division's Fiscal Year 2012/13 budget, resulting in no impact to Net County Cost.

### **Contract Terms**

Payments to Cal Tahoe are made prior to the last day of each invoiced month. Contract includes County standard "Fiscal Considerations" provision. In addition, the Agreement provides a (1) process for notice of breach by either party; (2) process for both minor and major breach of contract by Cal Tahoe, with County remedies and appeal by Cal Tahoe; (3) process for County to assume provision of services in the event Cal Tahoe is determined to be in breach of the contract or fails to win the appeal for breach of contract; (4) notice and resolution process should the County default on the contract; and (5) method for County to terminate the contract if County determines public health and safety would be endangered by allowing the contractor to continue its operations under this contract.

### **Reason for Recommendation**

Approval of this Amendment II defines "Long Distance Transports" as transportation of a patient in excess of 100 miles and establishes that the cost to the County for these services shall be a flat rate of \$1,000 each month, regardless of the number of Long Distance Transports performed during that month. In addition, Amendment II revises the annual audit requirements by, upon County request, having Cal Tahoe assist administratively in procuring a Certified Public Accountant and submitting a copy of each annual audit, together with any findings of deficiencies and recommended corrective action to the Health and Human Services Agency no later than March 31st each year of the contract.

### **Action(s) to be taken following Board approval**

1. Chair to sign two (2) original Amendments II to Agreement 164-S1211.
2. Board Clerk's Office to return one (1) signed original Amendment II to HHSA, Contracts Unit, at 3057 Briw Road, Suite A.

**Contact**

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**Concurrences**

County Counsel and Risk Management