

**CENCAL Fire and EMS Authority  
Board of Directors**

---

---

REGULAR MEETING  
April 13, 2026  
**4:00 p.m. OPEN SESSION**  
Stockton City Hall  
425 N. El Dorado Street  
Stockton, California 95202

---

**1. MEETING COMMENCEMENT**

- 1.1. Call the Meeting to Order
- 1.2. Roll Call
- 1.3. Pledge of Allegiance

**2. PUBLIC COMMENT**

The public is invited to speak on any matter not appearing on the agenda, and within the subject matter jurisdiction of the Authority. Comments should be limited to three minutes. Please state your name and address for the record.

**3. CONSENT AGENDA**

- 3.1. **MEETING MINUTES FOR MARCH 9, 2026 REGULAR MEETING**

**4. REGULAR AGENDA**

- 4.1. **AUTHORIZE BY RESOLUTION THE EXECUTION OF AN AGREEMENT WITH THE CITY OF STOCKTON FOR EMERGENCY AMBULANCE DISPATCH SERVICES**
- 4.2. **AUTHORIZE BY RESOLUTION THE ADOPTION OF AMBULANCE BILLING POLICIES TO ESTABLISH COMPREHENSIVE FRAMEWORK FOR BILLING OPERATIONS IN CONNECTION WITH THE PROVISION OF EMERGENCY AMBULANCE SERVICES**

**5. ANNOUNCEMENTS**

- 5.1. Fire Chief Comments
- 5.2. Future Agenda Items
- 5.3. Board of Directors Comments

**6. ADJOURNMENT**

**Americans With Disabilities Act** - The CENCAL Fire and EMS Authority (“Authority”), in complying with the Americans with Disabilities Act (“ADA”), requests individuals who require special accommodations to access, attend and/or participate in Authority Board meetings due to a disability, to please contact the Authority’s Administrator’s office, (209) 831-6737, at least one business day prior to the scheduled Authority Board meeting to ensure that we may assist you.

**Addressing the Board on Items on the Agenda** - The Brown Act provides that every regular meeting shall provide an opportunity for the public to address the Authority on any item within its jurisdiction before or during the Authority’s consideration of the item, provided no action shall be taken on any item not on the agenda.

**Consent Calendar** - All items listed on the Consent Calendar are considered routine and/or consistent with previous Authority direction. A motion and roll call vote may enact the entire Consent Calendar. No separate discussion of Consent Calendar items will occur unless members of the Authority Board, Authority staff or the public request discussion on a specific item at the beginning of the meeting

**Addressing the Board on Items not on the Agenda** – The Brown Act prohibits discussion or action on items not on the posted agenda. Members of the public addressing the Council should state their names and addresses for the record, and for contact information.

Staff reports or other written materials relating to each item of business referred to on this agenda are on file in the Administrator’s Office at the South San Joaquin County Fire Authority, located at 835 N. Central Avenue, City of Tracy, CA. A public counter copy is available for public inspection and reproduction during normal business hours at the Administrator’s Office. Related materials submitted after distribution of the agenda packet are available in the Administrator’s Office during normal business hours. If you have questions regarding any agenda item, please contact the Administrator. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the Authority Board and distributed subsequent to distribution of the agenda packet will be made available for public inspection in the Administrator’s Office during normal business hours.

**Note: This agenda was prepared and posted pursuant to Government Code Section 54954.2. This agenda is subject to amendment up to 72 hours prior to the date and time set for the meeting. Please refer to the agenda posted at the Administrator’s Office and Stations listed below for any revisions or call the Administrator’s Office at (209) 831-6737 for more information.**

I hereby certify that this agenda in its entirety was posted on April 10, 2026 at the South San Joaquin County Fire Authority Administration offices, Lodi Fire Department Administration Offices, Stockton Fire Administration Offices, Stockton City Hall, and online at [www.cencalfire.org](http://www.cencalfire.org).

*Nicole Boswell*

Nicole Boswell, Clerk of the Board

## Item 3.1

# CENCAL Fire and EMS Authority Board of Directors

## REGULAR BOARD MEETING MINUTES March 9, 2026

### 1. MEETING COMMENCEMENT

- 1.1. The Board of Directors convened in Open Session at 4:01 P.M. on March 9, 2026 in-person at Stockton City Hall – Council Chambers, 425 N. El Dorado Street, Stockton, CA 95202.
- 1.2. Roll Call found Jeff Ramsey (Chairperson) and Christina Fugazi present; Mikey Hothi (Vice-Chairperson) was absent.
- 1.3. Pledge of Allegiance

### 2. PUBLIC COMMENT

Chairperson Ramsey opened the floor for Public Comment. There was no comment from the public.

### 3. CONSENT AGENDA

#### 3.1. MEETING MINUTES FOR FEBRUARY 2, 2026 SPECIAL MEETING

There were no questions or comments from the public, Board or staff.

**ACTION:** Motion was made by Director Fugazi and seconded by Director Ramsey to accept Item 3.1. Said motion carried a unanimous 2 – 0 vote (Ayes: Ramsey and Fugazi) in favor; passed and so ordered.

### 4. REGULAR AGENDA

#### 4.1. CONDUCT ANNUAL ORGANIZATION MEETING AND TAKE NECESSARY ACTIONS TO IMPLEMENT BOARD ORGANIZATION AND REGULAR MEETING SCHEDULE

Clerk of the Board, Nicole Boswell introduced the staff report and provided an overview of the item. She advised the Board that this item is to conduct the Annual Organizational Meeting and provided the four items that should be addressed during this meeting. She confirmed that this was not an election year for member agencies, so there is no need to recognize and seat new Board members, however the Board should discuss and appoint a Chairperson and Vice-Chairperson, establish the Regular meeting schedule, and adopt a resolution which will establish the Board Member terms.

Discussion ensued amongst the Board and Director Fugazi recommended to keep leadership the same and nominated Chairperson Ramsey to continue serving in his capacity as Chairperson.

There were no questions or comments from the public.

**ACTION:** Motion was made by Director Fugazi and seconded by Director Ramsey to elect Jeff Ramsey to continue serving in the capacity as Chairperson for the term year. Said

motion carried a unanimous 2 – 0 vote (Ayes: Ramsey and Fugazi) in favor; passed and so ordered.

Chairperson Ramsey nominated Director Hothi to continue serving in the capacity as Vice-Chairperson.

There were no questions or comments from the public.

**ACTION:** Motion was made by Director Ramsey and seconded by Director Fugazi to elect Mikey Hothi to continue serving in the capacity as Vice-Chairperson for the term year. Said motion carried a unanimous 2 – 0 vote (Ayes: Ramsey and Fugazi) in favor; passed and so ordered.

Nicole Boswell, Clerk of the Board clarified that Resolution No 2026-07 served the purpose of appointing the Chairperson and Vice-Chairperson; and set term dates for all Board Members. The second Resolution (No 2026-08) is for the adoption or declination of the Regular Meeting schedule.

Discussion ensued amongst the Board regarding the Regular Meeting schedule and availability for the proposed May meeting.

There were no questions or comments from the public.

**ACTION:** Motion was made by Director Fugazi and seconded by Director Ramsey to adopt the Regular meeting schedule. Said motion carried a unanimous 2 – 0 vote (Ayes: Ramsey and Fugazi) in favor; passed and so ordered.

## **5. ANNOUNCEMENTS**

### **5.1. Fire Chief Comments**

Stockton Fire Chief, Bryan Carr provided a status update on dispatch progress. He stated the transition is on track with a lot of moving parts – hiring staff, technology upgrades, equipment and training on the new ambulance software.

South San Joaquin County Fire Authority Fire Chief, Randall Bradley added they are working on agreements and language negotiations with AMR and the County EMS Agency.

Lodi Fire Chief, Ken Johnson provided an update on the Branding Committee and that they finished the final design for the ambulances. He added they have finalized the design for the patches and shirts, and that it is on track for May 1<sup>st</sup>.

Director Fugazi asked about the recruitment efforts. Chief Johnson provided response.

**5.2. Future Agenda Items**

Chief Bradley advised the Board that the Dispatch Agreement will be brought to the next meeting for approval.

Discussion ensued regarding the May 1<sup>st</sup> start date.

**5.3. Board of Directors Comments**

There were no reports from the Board of Directors.

**6. ADJOURNMENT: 4:16 PM**

**ACTION:** Motion was made by Director Fugazi and seconded by Director Ramsey to adjourn. Said motion carried a unanimous 2 – 0 vote (Ayes: Ramsey and Fugazi) in favor; passed and so ordered.

The above agenda for the Regular Meeting was posted on March 6, 2026 at the South San Joaquin County Fire Authority’s Administration Building, Lodi Fire Department Administration Offices, Stockton Fire Administration Offices, Stockton City Hall, and online at [ww.cencalfire.org](http://ww.cencalfire.org).

ATTEST:

APPROVED:

\_\_\_\_\_  
Nicole Boswell  
Clerk of the Board

\_\_\_\_\_  
Jeff Ramsey  
Chairperson of the Board

# CENCAL Fire and EMS Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

## STAFF REPORT

---

**TO:** Board of Directors    **MEETING DATE:** April 13, 2026

**PREPARED BY:** John Driscoll, SFD Admin Manager

**REVIEWED BY:** Randall Bradley, Fire Chief

Bryan Carr, Fire Chief

Ken Johnson, Fire Chief

**ITEM: AUTHORIZE BY RESOLUTION THE EXECUTION OF AN AGREEMENT WITH THE CITY OF STOCKTON FOR EMERGENCY AMBULANCE DISPATCH SERVICES**

---

### RECOMMENDATION

Staff recommends that the Board of Directors adopt a resolution authorizing the Executive Director to execute an Agreement between the CENCAL Fire and EMS Authority (Authority) and the City of Stockton (Stockton) for the provision of emergency ambulance dispatch services.

### BACKGROUND

On February 10, 2026, the San Joaquin County Board of Supervisors approved an agreement with the Authority for emergency ambulance transport services within San Joaquin County Exclusive Operating Area (EOA) Zones X and Y and for the provision of emergency ambulance dispatch services countywide.

Stockton owns and operates the Stockton Regional Fire and Emergency Medical Dispatch Center, an IAED-accredited facility providing 24/7 emergency dispatch services across multiple jurisdictions and has the operational capacity to provide ambulance dispatch services consistent with the requirements of the County Agreement.

### DISCUSSION

The Authority is responsible for providing ambulance dispatch services countywide under the County Agreement and will subcontract that responsibility to Stockton through the Stockton Regional Fire and Emergency Medical Dispatch Center. Under this structure, Stockton will perform all ambulance dispatch functions on behalf of the Authority, including dispatching ambulance providers operating in other Exclusive Operating Areas, such as Manteca District Ambulance (MDA), Ripon Consolidated Fire District (Ripon), and Escalon Community Ambulance (Escalon). Stockton will bill the Authority for all ambulance dispatch activity, and the Authority will charge these providers for dispatch services through separate agreements.

The proposed model consolidates ambulance and fire dispatch within a single system. Currently, ambulance resources are dispatched through a separate center, which limits real-time visibility of unit status, location, and availability within the fire dispatch environment. Under this Agreement, dispatchers will have direct visibility of ambulance resources alongside fire resources, allowing for coordinated incident management and more effective use of available units.

Ambulance resources will be deployed using a system status management approach supported by MARVLIS. This system uses real-time unit status, current call demand, and historical utilization patterns to inform deployment decisions throughout the day. This allows for dynamic positioning of resources to maintain coverage and balance workload, supporting consistent geographic coverage and response time performance across the County.

The Agreement applies a cost allocation methodology in which the cost of dispatch services is allocated across participating agencies based on system utilization, aligning financial responsibility with workload. For Fiscal Year 2026–2027, the Authority’s share is approximately \$5.122 million. Based on calendar year 2025 call volume, this equates to an estimated cost of approximately \$54 per dispatch. The model establishes a fixed annual obligation, providing budget certainty and eliminating mid-year or end-of-year reconciliation. Stockton is also evaluating the inclusion of the Joint Radio Users Group (JRUG), with a potential implementation timeline beginning in July 2026. Revenue associated with JRUG participation would reduce the Authority’s net dispatch cost.

### **FISCAL IMPACT**

FY 2025–2026 dispatch costs total \$856,111.21 and are budgeted within existing appropriations. For FY 2026–2027, the Authority’s fixed annual compensation obligation is \$5,122,631.38, which will be incorporated into the FY 2026–2027 budget. Future costs will be appropriated through the annual budget process.

### **ATTACHMENTS**

1. Resolution approving an agreement with the City of Stockton for Emergency Ambulance Dispatch Services

### **EXHIBITS**

- A. DRAFT Dispatch Agreement

RESOLUTION NO. 2026-09

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENCAL FIRE AND EMS AUTHORITY APPROVING AN AGREEMENT WITH THE CITY OF STOCKTON FOR EMERGENCY AMBULANCE DISPATCH SERVICES**

**WHEREAS**, on February 10, 2026, the San Joaquin County Board of Supervisors approved an agreement with the CENCAL Fire and EMS Authority (“CENCAL”) for emergency ambulance transport services within Exclusive Operating Area Zones X and Y and for emergency ambulance dispatch services countywide, effective May 1, 2026 through May 1, 2031; and

**WHEREAS**, CENCAL is responsible for ensuring the provision of emergency ambulance dispatch services within San Joaquin County; and

**WHEREAS**, the City of Stockton owns and operates the Stockton Regional Fire and Emergency Medical Dispatch Center and is qualified to provide ambulance dispatch services; and

**WHEREAS**, CENCAL and the City of Stockton desire to enter into an agreement for the provision of emergency ambulance dispatch services.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the CENCAL Fire EMS Authority does hereby:

1. Approve the Agreement with the City of Stockton for emergency ambulance dispatch services and authorize the Executive Director to execute the Agreement.
2. Authorize the Executive Director to take all actions necessary to implement and administer the Agreement.
3. Acknowledges and approve the associated financial obligations, including the Fiscal Year 2025–2026 partial year cost of \$856,111.21 and the Fiscal Year 2026–2027 fixed annual compensation obligation of \$5,122,631.38.

**IT IS HEREBY CERTIFIED** that the above and foregoing resolution was passed and adopted by the Board of Directors of the CENCAL Fire and EMS Authority at its regular meeting held on the 13th day of April 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

APPROVED:

\_\_\_\_\_  
Nicole Boswell, Clerk of the Board

\_\_\_\_\_  
Jeff Ramsey, Chairperson of the Board

## Exhibit A

### AGREEMENT FOR EMERGENCY AMBULANCE DISPATCH SERVICES BY AND BETWEEN CENCAL FIRE EMS AUTHORITY AND THE CITY OF STOCKTON

This Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2026 (the “Effective Date”), by and between CENCAL Fire EMS Authority, a joint powers authority pursuant to Government Code section 6500 et seq. (“CENCAL”), and the City of Stockton, a California municipal corporation and charter city (“STOCKTON”). CENCAL and STOCKTON may be referred to herein individually as a “Party” and collectively as the “Parties.”

#### RECITALS

**WHEREAS**, on February 10, 2026, the San Joaquin County Board of Supervisors approved the *Agreement with CENCAL Fire and EMS Authority for Emergency Ambulance and Dispatch Service in San Joaquin County Zone X and Zone Y*, effective May 1, 2026 through May 1, 2031 (the “County Agreement”); and

**WHEREAS**, pursuant to the County Agreement, CENCAL holds the exclusive right to provide emergency ambulance transport services within Exclusive Operating Area (“EOA”) Zone X and EOA Zone Y; and

**WHEREAS**, pursuant to the County Agreement, CENCAL is further required to provide emergency ambulance dispatch services for emergency ambulance requests received within San Joaquin County in accordance with the policies and requirements of the San Joaquin County Emergency Medical Services Agency (“SJCEMSA”); and

**WHEREAS**, pursuant to the County Agreement, CENCAL is responsible for ensuring the provision of emergency ambulance dispatch services for American Medical Response (“AMR”), Manteca District Ambulance (“MDA”), Ripon Consolidated Fire District (“RIPON”), and Escalon Community Ambulance (“ESCALON”) operating within the applicable EOAs; and

**WHEREAS**, STOCKTON owns and operates the Stockton Regional Fire and Emergency Medical Dispatch Center (“Dispatch Center”) and has the operational capacity to provide emergency ambulance dispatch services consistent with the requirements of the County Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to which STOCKTON will perform the emergency ambulance dispatch services required of CENCAL under the County Agreement, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

#### 1. Scope of Services

- 1.1 **General Obligation.** STOCKTON shall perform all emergency ambulance dispatch services required of CENCAL under the County Agreement, including dispatch services for AMR, MDA, RIPON, and ESCALON, in full compliance with the County Agreement and SJCEMSA policies, as amended from time to time.
- 1.2 **Operational Requirements.** STOCKTON shall operate the Dispatch Center in a manner sufficient to satisfy all dispatch-related obligations under the County Agreement, including but not limited to:

- a. Countywide emergency ambulance call processing;
- b. MPDS-compliant emergency medical dispatch;
- c. Air ambulance coordination;
- d. Disaster Control Facility functions;
- e. Required data reporting and system interfaces;
- f. Performance reporting;
- g. Access, inspection, and audit compliance;
- h. Continuity of operations.

1.3 **Performance Standards.** STOCKTON shall meet all dispatch performance standards required under the County Agreement and SJCEMSA policy.

## 2. Compensation

2.1 **Compensation.** CENCAL shall compensate STOCKTON for all services provided under this Agreement in accordance with Exhibit A to this Agreement.

## 3. Regional Participation Requirement

3.1 **Uniform Execution Requirement.** The proportional allocation methodology and related revenue-sharing framework set forth in Exhibit A and Exhibit B, respectively, are expressly conditioned upon execution of dispatch services agreements for Fiscal Year 2026–2027 by all agencies identified as Core Agencies in Exhibit A. Each such agreement must incorporate and apply the same proportional allocation methodology, abnormal volume adjustment provisions, fixed annual obligation provisions, and Non-Core Agency revenue-sharing provisions set forth in Exhibit A and Exhibit B, without material deviation.

3.2 **Continuing Requirement.** The condition set forth in Section 3.1 shall apply not only upon initial execution, but shall continue for the duration of this Agreement. In the event any dispatch services agreement with a Core Agency is amended, modified, or replaced in a manner that materially alters or deviates from the allocation methodology or Non-Core Agency revenue-sharing framework set forth in Exhibit A or Exhibit B, such deviation shall constitute a failure of the condition precedent.

3.3 **Failure of Condition.** If the condition described in this Section is not satisfied or ceases to be satisfied, the proportional allocation and revenue-sharing provisions set forth in Exhibit A and Exhibit B shall no longer apply, and the Parties shall convene and negotiate in good faith a replacement compensation structure.

4. **Invoices.** STOCKTON shall invoice CENCAL on a quarterly basis for services rendered. For purposes of this Agreement, “quarter” shall mean each three-month period of the fiscal year beginning July 1 and ending June 30.

5. **Payment Terms.** Payment shall be due within thirty (30) days of receipt of invoice. CENCAL may request an extension to remit payment; however, such extension shall be granted solely at the discretion of STOCKTON.

6. **Disputed Amounts.** If CENCAL disputes any portion of an invoice, it shall notify STOCKTON in writing within fifteen (15) days of receipt, identifying the specific disputed

amount and the basis for the dispute. CENCAL shall pay all undisputed amounts in accordance with the payment terms set forth in this Agreement.

7. **Late Payments.** Any undisputed amount not paid within thirty (30) days of CENCAL's receipt of invoice, and for which no extension has been granted by STOCKTON pursuant to Section 5, shall accrue interest at the rate permitted under California law for public agency obligations, calculated from the date payment was due until paid. Accrual of interest shall not be deemed a waiver of any other rights or remedies available to STOCKTON under this Agreement.
8. **Extraordinary or Unanticipated Costs.** If the County Agreement is amended, or if SJCEMSA modifies policies or requirements applicable to emergency ambulance dispatch pursuant to the County Agreement, in a manner that materially increases the cost of performance under this Agreement, STOCKTON shall provide written notice describing the nature and estimated cost impact of such modification. The Parties shall convene within thirty (30) calendar days of such notice to negotiate an amendment to this Agreement reflecting the increased costs.

## 9. System Modifications

- 9.1 **General Authority.** STOCKTON may determine, in its reasonable professional judgment, that modifications, upgrades, replacements, or improvements to dispatch systems, infrastructure, hardware, software, or interfaces ("System Modifications") are necessary to maintain, secure, support, or enhance dispatch operations under this Agreement. System Modification costs shall be incorporated into the Dispatch Cost for the subsequent fiscal year and allocated in accordance with the proportional allocation methodology set forth in Exhibit A.
- 9.2 **Emergency Action.** If immediate System Modifications are reasonably necessary to preserve the continuity, security, or integrity of emergency ambulance dispatch operations or to protect public safety, STOCKTON may proceed without prior approval from CENCAL. STOCKTON shall provide written notice, as soon as reasonably practicable, which shall include documentation of all costs. Costs shall be allocated in accordance Exhibit A, and CENCAL shall reimburse costs consistent with the proportional allocation methodology set forth in Exhibit A. Such reimbursable costs shall be reflected on the next regularly occurring invoice following completion of the work.

## 10. Term and Termination

- 10.1 **Term.** This Agreement shall become effective upon execution by both Parties (the "Effective Date"); however, STOCKTON's obligation to perform emergency ambulance dispatch services under this Agreement, and CENCAL's obligation to compensate STOCKTON for such services, shall commence on the date emergency ambulance operations begin under the County Agreement (the "Operational Commencement Date"). This Agreement shall remain in full force and effect from the Operational Commencement Date for the duration of the County Agreement, including any extensions or renewals thereof, unless earlier terminated in accordance with this

Section. This Agreement shall automatically terminate upon expiration or termination of the County Agreement, without further action by either Party.

- 10.2 **Termination for Cause.** Either Party may terminate this Agreement in the event of a material breach by the other Party. The non-breaching Party shall provide written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days from receipt of such notice to cure the breach, or such longer period as the non-breaching Party may authorize in writing if the breach is reasonably capable of cure. If the breach is not cured within the applicable period, this Agreement may be terminated upon written notice.
- 10.3 **Termination for Convenience.** Either Party may terminate without cause upon not less than twelve (12) months' prior written notice. In the event CENCAL terminates without cause, CENCAL shall reimburse STOCKTON for documented personnel separation costs, contractual obligations, and unrecovered capital investments reasonably incurred in reliance upon this Agreement.
- 10.4 **Effect of Termination.** Upon expiration or earlier termination of this Agreement STOCKTON shall provide CENCAL with all records, data, and information in STOCKTON's possession that are necessary for continuity of ambulance dispatch operations. To the extent CENCAL requires STOCKTON's active assistance in transitioning dispatch services to a successor provider beyond the provision of such records, data, and information, STOCKTON shall make such assistance reasonably available, provided that CENCAL shall compensate STOCKTON for the reasonable and documented costs of such transition services. CENCAL shall compensate STOCKTON for all services rendered through the effective date of termination, including any approved transition services.
11. **Retention.** STOCKTON shall retain all records, recordings, CAD data, reports, and documentation related to emergency ambulance dispatch services for the period required by applicable law and the County Agreement.
12. **Inspection and Audit.** STOCKTON shall make such records available to CENCAL and SJCEMSA for inspection, audit, or reproduction upon reasonable notice, to the extent necessary to enable CENCAL to comply with the County Agreement.
13. **Confidentiality and Privacy.** STOCKTON shall maintain the confidentiality of all records, recordings, data, and information obtained in the course of dispatch services. STOCKTON shall comply with all applicable federal and state privacy laws, including the Health Insurance Portability and Accountability Act (HIPAA) and California medical privacy statutes. STOCKTON shall not disclose any such information except as necessary to perform its obligations under this Agreement or as otherwise required by law.
14. **Insurance.** Each Party represents that it maintains, and shall maintain throughout the term of this Agreement, insurance coverage sufficient to support its obligations under this Agreement.
15. **Indemnification.** To the fullest extent permitted by law, CENCAL shall hold harmless, defend and indemnify STOCKTON and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with CENCAL's

performance hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of STOCKTON. These obligations shall survive the completion or termination of this Agreement.

- 16. Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as reasonably practicable.
- 17. No Personal Liability.** No official, officer, employee, agent, or representative of either Party shall be personally liable to the other Party for any obligation arising out of this Agreement.
- 18. Independent Contractor.** STOCKTON enters into this Agreement in its capacity as a municipal corporation and service provider, and not in its capacity as a member agency of CENCAL. In performing services hereunder, STOCKTON shall act as an independent contractor and not as an employee, partner, or agent of CENCAL. Nothing in this Agreement shall be construed to create a joint venture, partnership, or agency relationship between the Parties. STOCKTON and its personnel shall have no authority to bind CENCAL or incur any obligation on its behalf, except as expressly provided in this Agreement.
- 19. Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division; provided, however, the Parties expressly reserve their right to seek a change of venue to a neutral county pursuant to Code of Civil Procedure section 394.
- 20. Advice of Attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
- 21. Heading Not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.
- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, understandings, or agreements.
- 23. Amendments.** No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.
- 24. Notices.** All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by recognized courier to the addresses below:

<b>CENCAL:</b> CENCAL Fire EMS Authority	<b>STOCKTON:</b> City of Stockton
Attn: Lenard Gutierrez	Attn: City Manager
835 N. Central Avenue	425 N. El Dorado Street
Tracy CA 95376	Stockton, CA 95202

**25. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder shall continue in full force and effect.

**26. Assignment.** Neither Party shall assign, delegate, transfer, or subcontract its obligations under this Agreement without the prior written consent of the other Party.

**27. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

**28. Authority.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date first above written.

**CITY OF STOCKTON:**

**CENCAL FIRE EMS AUTHORITY**

By: \_\_\_\_\_  
Johnny Ford, City Manager

By: \_\_\_\_\_  
Lenard Gutierrez, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Katherine Roland, CMC, CPMC  
City Clerk

By: \_\_\_\_\_  
Nicole Boswell, Clerk of the Board

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Marci Arredondo, City Attorney

\_\_\_\_\_  
Christina M. Pritchard,  
Acting General Counsel

## EXHIBIT A

### COMPENSATION FOR DISPATCH SERVICES

#### 1. Definitions and Volume Base

**1.1 Billable Dispatch Incident.** “Billable Dispatch Incident” means any incident created within STOCKTON’s computer-aided dispatch (CAD) system in which a CENCAL unit is assigned, dispatched, toned, or otherwise deployed in response to a request for service. Requests may originate from the 9-1-1 system, a public safety answering point (PSAP), a public safety agency, another dispatch center, mutual aid request, field unit request, interfacility request, administrative request, or any other authorized communication channel. A Billable Dispatch Incident shall be deemed to occur upon the assignment or dispatch of a CENCAL unit within the CAD system and shall be counted once per CAD incident number, regardless of the number of units assigned to that incident. Once assigned or dispatched, the incident shall remain billable and shall not be affected by any subsequent cancellation, modification, reassignment, disposition, field activity, or ultimate operational, clinical, or financial outcome associated with the incident.

**1.2 Core Agencies.** For purposes of allocating Dispatch Cost under this Exhibit, the following agencies shall be included (collectively, the “Core Agencies”):

- City of Stockton
- CENCAL Fire and EMS Authority
- City of Lodi
- South San Joaquin County Fire Authority
- City of Manteca
- Lathrop-Manteca Fire Protection District

**2. Annual Cost Calculation.** Prior to the beginning of each fiscal year (July 1 – June 30), STOCKTON shall calculate the projected annual cost of operating, maintaining, supporting, and administering the Dispatch Center for the upcoming fiscal year (the “Dispatch Cost”). Dispatch Cost shall include all direct and indirect costs reasonably related to the Dispatch Center and the provision of dispatch services, including, but not limited to, personnel costs, supervisory and administrative costs, technology costs, facility and maintenance costs, internal service fund charges, citywide cost allocation plan charges, and any other costs reasonably related to the Dispatch Center and its functions.

**3. Proportional Allocation Methodology.** For each fiscal year, CENCAL’s proportional allocation percentage shall be determined by comparing CENCAL’s Billable Dispatch Incident volume from the most recent completed calendar year to the total Billable Dispatch Incident volume of all Core Agencies for that same calendar year. CENCAL’s annual compensation obligation shall equal such proportional allocation percentage multiplied by the Dispatch Cost for the applicable fiscal year.

#### 4. Abnormal Volume Adjustment.

**4.1 Trigger.** If the billable dispatch volume of any Core Agency for the most recent completed calendar year reflects a variance of more than ten percent (10%), whether an increase or decrease, compared to that agency’s billable dispatch volume for the

immediately preceding calendar year, the provisions of this Section shall apply for the upcoming fiscal year only.

- 4.2 Adjusted Volume Calculation.** For purposes of calculating proportional allocation under this Exhibit for the upcoming fiscal year, the affected Core Agency's billable dispatch volume shall be calculated using the average of that agency's billable dispatch volume for the three (3) calendar years immediately preceding the most recent completed calendar year.
- 4.3 Application.** The adjusted volume described in Section 4.2 shall be used solely for purposes of determining proportional allocation for the upcoming fiscal year and shall not otherwise modify historical dispatch data.
- 4.4 Core Agency Consultation.** Upon application of this Section, STOCKTON shall provide written notice to the Core Agencies, and the Parties shall convene within sixty (60) days to review the circumstances surrounding the volume variance and the potential budgetary impacts.
- 4.5 Reversion.** For the fiscal year immediately following application of this Section, proportional allocation shall be based on the most recent completed calendar year volume, regardless of variance, and the averaging methodology set forth herein shall not apply in consecutive fiscal years.
- 5. Fixed Annual Obligation.** CENCAL's proportional allocation of the Dispatch Cost, as determined pursuant to Section 3 of this Exhibit, shall constitute its fixed annual compensation obligation for the applicable fiscal year and shall not be subject to proration. There shall be no reconciliation, adjustment, or true-up based on actual dispatch volume or actual Dispatch Cost during the fiscal year. The full annual compensation obligation shall be due and payable for the fiscal year regardless of the date services commence or terminate.
- 5.1 Fiscal Year 2026–2027.** CENCAL's fixed annual compensation obligation is **\$5,122,631.38**.
- 6. Annual Notice.** No later than March 1 of each year, STOCKTON shall provide CENCAL with written notice of CENCAL's proportional allocation percentage and CENCAL's fixed annual compensation obligation for the upcoming fiscal year. Upon written request, STOCKTON shall make available supporting dispatch volume data used in calculating such allocation.
- 6.1** Notwithstanding the foregoing, the Parties agree that execution of this Agreement shall constitute satisfaction of STOCKTON's annual notice obligation for Fiscal Year 2026–2027.
- 7. Addition of Core Agency.** In the event an agency not currently receiving dispatch services through the Dispatch Center seeks to enter into an agreement for such dispatch services, the Stockton Fire Chief shall provide written notice to all agencies then designated as Core Agencies. The Parties shall convene within thirty (30) days to review the operational and financial implications of such proposed addition, including whether such agency should be designated as a Core Agency for purposes of this Exhibit. Following completion of this process, the determination whether to designate such agency as a Core Agency shall rest within the sole discretion of the Stockton Fire Chief. The Stockton Fire Chief shall provide written

notice of such determination to all agencies then designated as Core Agencies. Upon designation as a Core Agency, the list of Core Agencies set forth in Section 1.2 shall be deemed amended prospectively and without the necessity of a formal written amendment to this Agreement.

**7.1 Adjustment of Proportional Allocation.** In the event the Stockton Fire Chief designates an additional Core Agency, the proportional allocation methodology set forth in Section 3 shall be adjusted as follows:

**7.1.1 Participation Beginning July 1.** If designation as a Core Agency is effective on July 1 of a fiscal year, allocation for that fiscal year shall be determined as part of the regular annual cost calculation process.

**7.1.2 Designation Effective After July 1.** If designation as a Core Agency is effective after July 1 of a fiscal year, the proportional allocation methodology set forth in Section 3 of this Exhibit shall be recalculated effective as of the first day of the next occurring fiscal quarter (October 1, January 1, April 1, or July 1), regardless of the new Core Agency's operational start date. Beginning with that fiscal quarter and for the remainder of the fiscal year, compensation obligations of all Core Agencies shall be adjusted to reflect the revised proportional allocation. No retroactive adjustment shall be made for any period prior to the effective date of such recalculation.

**8. Transition Year.** Notwithstanding anything to the contrary in this Exhibit, for the period commencing May 1, 2026, and continuing through June 30, 2026, CENCAL's compensation obligation for the transition period shall be calculated at a daily rate of **\$14,034.61 per calendar day.**

## EXHIBIT B

### NON-CORE AGENCY REVENUE SHARING

1. **Recognition of Potential Non-Core Agencies.** The Parties acknowledge that additional agencies may seek to obtain dispatch services through the Dispatch Center that, due to relative fiscal capacity considerations, are not designated as Core Agencies pursuant to Exhibit A. The Parties further recognize that inclusion of such Non-Core Agencies may promote improved regional coordination, interoperability, and overall system performance, even where proportional cost allocation under Exhibit A would not be practical or sustainable for such agencies.
2. **No Modification of Proportional Allocation Methodology.** The Parties agree that inclusion of Non-Core Agencies shall not result in a recalculation, adjustment, or modification of the proportional allocation methodology set forth in Exhibit A. The compensation structure applicable to any Non-Core Agency shall be established by STOCKTON in its sole and absolute discretion.
3. **Revenue Distribution to Core Agencies.** All revenue received by STOCKTON from Non-Core Agencies under this Exhibit shall be distributed among the Core Agencies in proportion to their respective proportional allocation percentages established pursuant to Exhibit A for the applicable fiscal year.
4. **Quarterly Credit Mechanism**
  - 4.1 **Lagged Credit Application.** Revenue received from Non-Core Agencies shall be applied as a credit to the quarterly invoices issued to Core Agencies on a one-quarter lag basis.
  - 4.2 **Quarterly Allocation.** Each Core Agency's invoice for a given fiscal quarter shall include a credit reflecting that Core Agency's proportional share of Non-Core Agency revenue received during the immediately preceding fiscal quarter.
  - 4.3 **No Retroactive Adjustment.** Credits applied pursuant to this Section shall not result in retroactive adjustment of prior quarterly invoices.
  - 4.4 **Partial Quarter Revenue.** Non-Core Agency revenue attributable to any partial fiscal quarter of this Exhibit shall not be subject to distribution to Core Agencies under this Exhibit. Only revenue attributable to full fiscal quarters shall be included in the quarterly credit calculation.

# CENCAL Fire and EMS Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

## STAFF REPORT

---

**TO:** Board of Directors    **MEETING DATE:** April 13, 2026

**PREPARED BY:** Jonathan Mendoza, Director – Zone Y

**REVIEWED BY:** Randall Bradley, Fire Chief

Bryan Carr, Fire Chief

Ken Johnson, Fire Chief

**ITEM: ADOPT A RESOLUTION TO ESTABLISH COMPREHENSIVE FRAMEWORK FOR AMBULANCE BILLING OPERATIONS AND APPROVAL OF AMBULANCE BILLING POLICIES**

---

### **RECOMMENDATION**

Staff recommends that the Board of Directors adopt a resolution to establish a comprehensive framework for ambulance billing operations in advance of CENCAL Fire and EMS Authority (CENCAL) assuming primary emergency ambulance service responsibilities on May 1, 2026.

### **BACKGROUND**

CENCAL Fire and EMS Authority (Authority) was formed pursuant to a Joint Powers Agreement (“JPA”) to provide regional governance, administrative oversight, compliance monitoring, and system coordination for emergency ambulance services within San Joaquin County.

CENCAL will become the emergency ambulance service provider effective May 1, 2026. This transition requires the establishment of clear, consistent, and legally compliant billing policies to govern how ambulance service charges are assessed, administered, and collected.

To support these operations, CENCAL has contracted with EMS | MC as its third-party billing vendor. For EMS | MC to effectively administer billing services on behalf of CENCAL, the Authority must adopt formal policies that provide direction on rates, billing practices, financial hardship considerations, and account management.

The attached policies have been developed to ensure compliance with applicable federal, state, and local requirements, including agreements with the San Joaquin County Emergency Medical Services Agency (SJCEMSA), and to reflect industry best practices.

### **DISCUSSION**

The proposed policy package establishes a complete ambulance billing framework addressing rate-setting, billing scenarios, patient financial assistance, and account resolution. A summary of each policy is provided below.

## **Ambulance Billing Rates Policy**

This policy establishes that CENCAL will charge ambulance service rates as set by the San Joaquin County EMS Agency, as required by contract.

It outlines how charges are calculated, including:

- Base rates for Advanced Life Support (ALS) and Basic Life Support (BLS)
- Mileage charges
- Additional fees such as oxygen, EKG, and night service
- Treat No Transport charges when applicable
- This ensures consistency with regional standards and contractual compliance.

## **Compassionate Care Program Policy**

This policy creates a financial hardship program allowing for modification of ambulance charges based on federal poverty guidelines.

Key elements include:

- No denial of service based on ability to pay
- Case-by-case hardship review process
- Authority to waive, reduce, or restructure charges
- Consideration of up to 200% of federal poverty guidelines
- Suspension of collections during review

This policy ensures equitable access to services and supports community members facing financial hardship.

## **Billing Guidelines for Death on Arrival or During Transport**

This policy establishes standardized billing procedures for deceased patients, consistent with Medicare reimbursement rules.

It clarifies billing based on timing of death pronouncement, including:

- No billing prior to dispatch
- Applicable billing when death occurs after transport begins

This ensures compliance with federal billing requirements and consistency in sensitive situations.

## **Payment Plans Policy**

This policy provides structured options for patients who cannot pay their ambulance bill in full.

Key provisions include:

- Interest-free payment plans
- Minimum monthly payment thresholds

- Maximum repayment period of 36 months
- Protection from collections while patients are in good-faith compliance

This policy promotes affordability while maintaining fiscal responsibility.

### **Ambulance Charge Write-Off Policy**

This policy authorizes the write-off of uncollectible balances and defines circumstances under which charges may be reduced or eliminated.

It addresses:

- Bankruptcy cases
- Small balance thresholds
- Deceased patients
- Medicare and insurance limitations
- Employee and family billing considerations
- Non-billable services such as lift assists

This policy ensures proper financial management and compliance with payer rules.

### **Treat No Transport Policy**

This policy defines when CENCAL may bill for services provided without patient transport.

Billing is permitted only when specific criteria are met, including:

- 911 dispatch and patient contact
- Clinical assessment and intervention
- Patient refusal or non-transport

### **FISCAL IMPACTS**

These policies are expected to:

- Support cost recovery for ambulance services
- Minimize uncollectible accounts through structured processes

No additional budget appropriation is required for policy adoption.

### **ATTACHMENTS**

1. Resolution adopting Ambulance Billing Policies to establish comprehensive framework for billing operations in connection with the provision of Emergency Ambulance Services

**EXHIBITS**

- A. 103 – Ambulance Billing Rates Policy
- B. 104 – Compassionate Care Program Policy
- C. 105 – Billing Guidelines for Death on Arrival or During Transport Policy
- D. 106 – Payment Plans Policy
- E. 107 – Ambulance Charge Write-Off Policy
- F. 108 – Treat No Transport Policy

RESOLUTION NO. 2026-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CENCAL FIRE AND EMS AUTHORITY ADOPTING AMBULANCE BILLING POLICIES TO ESTABLISH COMPREHENSIVE FRAMEWORK FOR BILLING OPERATIONS IN CONNECTION WITH THE PROVISION OF EMERGENCY AMBULANCE SERVICES**

---

**WHEREAS**, the CENCAL Fire and EMS Authority (“Authority”) is governed by a Board of Directors comprised of representatives appointed by its member agencies; and

**WHEREAS**, the Authority was formed pursuant to a Joint Powers Agreement to provide regional governance, administrative oversight, compliance monitoring, and system coordination for emergency ambulance services within San Joaquin County; and

**WHEREAS**, the Authority will become the primary emergency ambulance service provider effective May 1, 2026; and

**WHEREAS**, this transition requires the establishment of clear, consistent, and legally compliant billing policies to govern how ambulance service charges are assessed, administered, and collected; and

**WHEREAS**, the Authority has contracted with EMS | MC as its third-party billing vendor to administer ambulance billing services on behalf of the Authority; and

**WHEREAS**, the adoption of formal billing policies is necessary to provide EMS | MC with clear direction regarding rates, billing practices, financial hardship considerations, and account management; and

**WHEREAS**, the proposed Ambulance Billing Policies have been developed to ensure compliance with applicable federal, state, and local laws, including agreements with the San Joaquin County Emergency Medical Services Agency, and to reflect industry best practices; and

**WHEREAS**, the Board of Directors has reviewed the staff report and supporting documentation related to the proposed Ambulance Billing Policies.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the CENCAL Fire EMS Authority does hereby:

1. Approve and adopt the following Ambulance Billing Policies, attached hereto and incorporated herein by reference:
  - a. 103 – Ambulance Billing Rates Policy
  - b. 104 – Compassionate Care Program Policy
  - c. 105 – Billing Guidelines for Death on Arrival or Death During Transport Policy
  - d. 106 – Payment Plans Policy
  - e. 107 – Ambulance Charge Write-Off Policy
  - f. 108 – Treat No Transport Policy
2. Directs staff and its contracted billing vendor, EMS | MC, to implement and administer the adopted policies effective May 1, 2026.

3. Authorize the Executive Director, or designee, to administer, interpret, and implement these policies.
4. Confirm that if any provision of this resolution is held invalid, such invalidity shall not affect other provisions.
5. Authorize that this resolution shall take effect immediately upon adoption.

**IT IS HEREBY CERTIFIED** that the above and foregoing resolution was passed and adopted by the Board of Directors of the CENCAL Fire and EMS Authority at its regular meeting held on the 13th day of April 2026, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ATTEST:

APPROVED:

---

Nicole Boswell, Clerk of the Board

---

Jeff Ramsey, Chairperson of the Board



## 1. Purpose

The purpose of this policy is to establish the ambulance service billing rates CENCAL Fire and EMS Authority (CENCAL) will charge patients.

## 2. Definitions

For purposes of this Policy:

1. **Authority** means the CENCAL Fire and EMS Authority.
2. **Board** means the Authority's Board of Directors.
3. **Executive Director** means the Executive Director of the Authority.
4. **Fire Chief** means any Fire Chief of a member agency of the Authority.

## 3. Information

CENCAL will charge patients emergency ambulance services billing rates that are established by the San Joaquin County Emergency Medical Services Agency (SJCEMSA). The Agreement between the CENCAL and SJCEMSA mandates that CENCAL charge the rates set forth in the Agreement. CENCAL's Board of Directors adopts the contractually mandated rates on an annual basis. The rates may be amended or altered as provided by the Agreement between SJCEMSA and CENCAL.

## 4. Emergency Ambulance Service Fee Calculation

The current rates for Base Rate ALS, Base Rate BLS, Oxygen, Night Charge, EKG, Mileage, and Treat No Transport are set forth on SJCEMSA's website at:

<https://www.sigov.org/department/ems/Menu/contractsagreements/AllowableCharges>

For each emergency ambulance service call, CENCAL shall charge the patient the emergency ambulance response base rate; plus mileage costs at the mileage rate. If oxygen is administered to a patient, CENCAL shall charge the patient the oxygen administration charge, only if transport is initiated. If the emergency ambulance service call occurs at night, a night charge shall be charged from 7pm to 7am. If an EKG is performed on the patient, an EKG charge shall be charged. If a patient is treated and refuses transport, CENCAL shall charge the Treat No Transport rate.

All patients receiving emergency ambulance services will be billed according to the fees for service identified on the SJCEMSA website at:

<https://www.sigov.org/department/ems/Menu/contractsagreements/AllowableCharges>



Effective May 1, 2026, Contractor is authorized to charge the following rates:

Rates	2026
Base Rate ALS	\$4,172.31
Base Rate BLS	\$3,558.55
Oxygen	\$364.69
Night Charge	\$287.30
EKG	\$115.40
Mileage	\$86.41
Treat No Transport	\$550.00

## 5. Effective Date and Amendments

This Policy becomes effective upon adoption by the Board of Directors and remains in effect until amended or repealed by the Board.



# Compassionate Care Program

104

## 1. Purpose

The purpose of this policy is to establish a CENCAL Fire and EMS Authority (CENCAL) standard practice that allows for the modifying of EMS charges based on current year Department of Health and Human Service Poverty guidelines.

As authorized by Health and Safety Code sections 13917 and 13919, this policy pertains to all patients treated or transported by CENCAL.

Each patient may request one (1) hardship modification per consecutive twelve (12) month period.

CENCAL is committed to non-discrimination. This policy applies to all patients without regard for the person's sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status.

## 2. Definitions

For purposes of this Policy:

1. **Authority** means the CENCAL Fire and EMS Authority.
2. **Board** means the Authority's Board of Directors.
3. **Executive Director** means the Executive Director of the Authority.
4. **Fire Chief** means any Fire Chief of a member agency of the Authority.

## 3. Preface

Emergency ambulance service charges may be waived, reduced, or a payment plan established, based upon financial hardship, as determined by CENCAL. These procedures will ensure a just and fair evaluation of a hardship waiver request and will establish an audit trail for future use.

## 4. Procedures

- No one will EVER be denied necessary medical transport service due to either their inability to pay or a lack of insurance.
- Every effort will be made to collect from insurance for payment; after insurance makes payment, CENCAL will attempt to collect remaining balance from each patient.
- CENCAL will address cases of financial hardship on an individual basis.
- Patients who are unable to pay their co-pays, deductibles, who are uninsured, unemployed, homeless, or for other reasons unable to make payments may request a



financial hardship review of their EMS charges. Patients, or their designee, shall complete the CENCAL "EMS Transport Financial Hardship/Compassionate Care Program Application Form". The form may be requested from Wittman Enterprises, LLC by calling (800) 906-6552, by mail to Wittman Enterprises, LLC P.O. BOX 269110, Sacramento, CA 95826, or downloaded from the CENCAL Website: [www.cencalfire.org](http://www.cencalfire.org)

See Appendix A for a sample "EMS Transport Financial Hardship/Compassionate Care Program Application Form".

- The completed Financial Hardship/Compassionate Care Program application and supporting documentation shall be submitted to Wittman Enterprises.
- When complete, the EMS Transport Financial Hardship/Compassionate Care Program Application Form and supporting documents will be forwarded to the Executive Director (or their appointed designee) to make a final decision. The Executive Director (or their appointed designee) may waive all charges, reduce the charges, establish a payment plan, or deny the request. All final resolutions will be noted on the form.
- CENCAL will render a decision on the financial hardship/compassionate care request within 45 days of receipt of the complete application and supporting documentation. No collection activities will progress while an account is under review for hardship/compassionate care consideration.
- If approved for modification, a copy of all documentation will be made and will be held in CENCAL files for a period of five years. The original form will be transmitted to the billing company authorizing the modification or elimination of the patient's charges. CENCAL will notify the patient in writing as to the final disposition of the Hardship Waiver.
- CENCAL, in accordance with the Agreement with San Joaquin County EMS Agency, will consider **200%** of the current HHS Poverty Guidelines as a guideline in granting a hardship waiver.
- After a final decision has been rendered on the hardship application, CENCAL will gather patient demographic information from the patient care report and document this for tracking and reporting purposes. This information will not be considered while the hardship application is under review. The board of directors will receive an annual report that details the past year's hardship activities, including demographic trends.

## 5. Effective Date and Amendments

This Policy becomes effective upon adoption by the Board of Directors and remains in effect until amended or repealed by the Board.



APPENDIX A



**CENCAL FIRE AND EMS AUTHORITY  
EMERGENCY MEDICAL SERVICES CHARGES  
FINANCIAL HARDSHIP/COMPASSIONATE CARE  
PROGRAM APPLICATION**

**Note: A hardship application must be submitted for each EMS Financial Hardship/Compassionate Care Fee Adjustment Request**

**APPLICANT INFORMATION**

Name: SSN:  
Address: City: State: Zip:  
Phone Number: Email Address:  
Date of EMS Transport: Incident Number:

**RESPONSIBLE PARTY INFORMATION** - (If not the same as applicant)

Name:  
Address: City: State: Zip:  
Phone Number: Email Address:  
Relationship to Applicant:

**FINANCIAL HARDSHIP REQUESTING:**

- My EMS charges to be waived.
- My EMS charges to be reduced.
- Establishment of a payment plan for my EMS charge that better suits my ability to pay.

Monthly household gross income:

Number of dependents living in household:

In order for your application to be considered for approval, one of more of the documents below must be submitted with your application:

- W-2 withholding statements or unemployment check stubs for the past 90 days.



# Compassionate Care Program

104

- Paycheck stubs for the past 90 days for all people employed in the home.
- Income tax return (most recent signed)
- Any other information you wish to provide that will help in our decision-making process.

NOTE: Verifying documents to be submitted with request form:

- Driver's license or other government issued identification
- Power of Attorney (if applicable)

I do hereby request that I, as either the applicant, or the party who is financially responsible for the applicant, be considered for a reduction in the payment responsibilities as they relate to this EMS transport service fee. **By signing this form, I certify that I am uninsured and currently have no insurance which can be billed for this charge. I declare that all of the information contained here within this document, along with all attachments, is true and accurate. Furthermore, I understand that I will be held liable for any false statements and/or information provided, pertaining to this waiver request.** I hereby agree to notify the CENCAL Fire and EMS Authority of any change to the financial status of the applicant, or responsible party, which may affect their ability to pay EMS charges.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- Applicant
- Responsible Party

For questions regarding the hardship waiver process, please contact:

CENCAL Fire and EMS Authority at (209) 831-6700

Applications with all attachments should be mailed to:

Wittman Enterprises, LLC PO BOX 269110 Sacramento, CA 95826



ADMINISTRATIVE USE ONLY

Incident Number:

Date of transport:

Date request received:

Claim:  Approved     Denied

Reason:

Date billing company notified:

Executive Director Approval Signature:



**1. Purpose**

The purpose of this policy is to establish emergency ambulance service billing guidelines for death on arrival or death during transport.

**2. Definitions**

For purposes of this Policy:

1. **Authority** means the CENCAL Fire and EMS Authority.
2. **Board** means the Authority’s Board of Directors.
3. **Executive Director** means the Executive Director of the Authority.
4. **Fire Chief** means any Fire Chief of a member agency of the Authority.

**3. Information**

This policy is established for instances in which a patient is provided with emergency ambulance services, but is pronounced dead at the scene, or where a patient dies during transportation to the hospital.

**4. Policy**

In all instances where a patient is pronounced dead at the scene or dies during transportation to the hospital and prior to being transferred to the receiving hospital, CENCAL will invoice and follow the Medicare guidelines for reimbursement set forth below regardless of the insured status of the patient.

Time of Death Pronouncement	Medicare Payment Determination
Before dispatch.	None.
After dispatch, before patient is loaded onboard ambulance (before or after arrival at the point-of-pickup).	The provider’s/supplier’s BLS base rate, no mileage or rural adjustment; use the QL modifier when submitting the claim.
After pickup, prior to or upon arrival at the receiving facility.	

**5. Effective Date and Amendments**

This Policy becomes effective upon adoption by the Board of Directors and remains in effect until amended or repealed by the Board.



## 1. Purpose

The purpose of this policy is to establish guidelines for patients who need assistance in paying their emergency ambulance services bill.

## 2. Definitions

For purposes of this Policy:

1. **Authority** means the CENCAL Fire and EMS Authority.
2. **Board** means the Authority's Board of Directors.
3. **Executive Director** means the Executive Director of the Authority.
4. **Fire Chief** means any Fire Chief of a member agency of the Authority.

## 3. Information

This policy addresses situations where a patient wants to enter into a payment plan to assist the patient in paying their emergency ambulance services bill. Payment plans will only be permitted as described in the policy below.

## 4. Policy

1. CENCAL will offer individuals who are unable to pay their bills in one payment the option of an interest-free extended payment plan. The terms of the payment plan will be negotiated between CENCAL and the patient, but will at least meet the following minimum requirements:
  - a. Minimum monthly payment of \$25.00;
  - b. If balance of the bill can be paid in three months, the plan may call for monthly payments of \$20.00;
  - c. The maximum term of the payment plan is 36 months; and
  - d. Payment will be made via cash, check, or credit card.
    - i. A fee of \$25 will be assessed for a returned check.
    - ii. A fee of \$35 will be assessed for each subsequent returned check.
2. CENCAL will not send unpaid bills to a collection agency while the patient is attempting in good faith to negotiate a reasonable payment plan.
3. CENCAL may declare the payment plan inoperative if the patient fails to make all consecutive payments during a 90-day period.

## 5. Effective Date and Amendments

This Policy becomes effective upon adoption by the Board of Directors and remains in effect until amended or repealed by the Board.



## Ambulance Charge Write-Off

107

### 1. Purpose

As a normal course of business, certain charges may be uncollectible balances. In the case of certain government payers, such as Medi-Cal, CENCAL Fire and EMS Authority (CENCAL) must agree to take what is allowable under the government program. In other cases, there may be a need to write off an amount that is not likely to be recovered. This policy authorizes CENCAL to write off certain account balances as uncollectible.

### 2. Definitions

For purposes of this Policy:

1. **Authority** means the CENCAL Fire and EMS Authority.
2. **Board** means the Authority's Board of Directors.
3. **Executive Director** means the Executive Director of the Authority.
4. **Fire Chief** means any Fire Chief of a member agency of the Authority.

### 3. Policy

#### Bankruptcies

1. Documents opening the bankruptcy case and providing the details of the filing including:
  - a. Notice of Automatic Stay;
  - b. Case meeting of creditors and establishment of case deadlines; and
  - c. Notice of a case dismissal being vacated, and order to reopen case.
2. A document regarding status of the case and date of hearings
3. Dismissal of the case establishing that the creditors may once again collect on the patient's debt, including:
  - a. Notice of Dismissal;
  - b. Order Closing Case without Entry of Discharge; and
  - c. Discharge of Debtor

#### Small Balances

1. Account balances of \$5.00 or less will be written off.

#### Refunds

1. The CENCAL standard for refunds is to not issue refunds of \$19.99 or less to patients or commercial payers unless specifically requested.



## Minor's Accounts

1. Minor's accounts will not be written off.

## Deceased Patient

1. If a patient lives in a state where community property laws apply and the patient has a surviving spouse, CENCAL will proceed to collect payment of the bill. In consideration of the surviving spouse's situation, CENCAL may choose to write off any remaining balance after insurance payments have been received.
  - a. If there is no surviving spouse, the account will be written off.

## Medicare Copay

1. Uncollectable Medicare Amount.
  - a. CENCAL will proceed to collect payment from a Medicare insured patient for the Medicare insured patient's copayment responsibility.
  - b. CENCAL will not proceed to collect payment from a Medicare insured patient for the amount of a bill not covered by Medicare unless Medicare denies coverage completely (e.g., Not Medically Necessary), in which case CENCAL will invoice a Medicare insured patient at the published Medicare Allowable Rate.

## Private Health Insurance

1. CENCAL will proceed to collect payment from privately insured patients for the amount of a bill not paid by the patient's insurance.

## Lift Assistance

1. CENCAL will not seek payment for calls for Lift Assistance.

## Employee Billing

1. If the patient is determined to be an employee of a CENCAL Fire and EMS Authority member agency, CENCAL will accept insurance payment as payment in full and waive any co-pay or additional charges.



## Employee Family Billing

1. If a patient is determined to be an immediate family member of a CENCAL Fire and EMS Authority member agency employee, CENCAL will accept insurance payment as payment in full and waive any co-pay or additional charges.
  - a. Immediate family members are defined as one's parents, spouse, and dependent children.
  - b. Requests for family members outside of the immediate family will be considered by the Executive Director on a case-by-case basis.

## 4. Effective Date and Amendments

This Policy becomes effective upon adoption by the Board of Directors and remains in effect until amended or repealed by the Board.



## 1. Purpose

CENCAL Fire and EMS Authority (CENCAL) recognizes there may be instances where no patient transport occurs after an emergency and non-emergency response has been completed. The purpose of this policy is to determine when a bill for Treat No Transport will occur.

## 2. Definitions

For purposes of this Policy:

1. **Authority** means the CENCAL Fire and EMS Authority.
2. **Board** means the Authority's Board of Directors.
3. **Executive Director** means the Executive Director of the Authority.
4. **Fire Chief** means any Fire Chief of a member agency of the Authority.

## 3. Policy

In accordance with the current rates for Treat No Transport set forth on San Joaquin County EMS Agencies website, CENCAL will attempt to bill for Treat No Transport when all the following conditions are met:

1. An ambulance is dispatched to a 911 call
2. Patient contact is made
3. An ALS or BLS assessment is performed
4. One or more of the following interventions are performed:
  - a. IV/IO
  - b. Medication Administration (dextrose, naloxone, albuterol, atrovent, etc.)
  - c. Advanced airway management
5.
  - a. The patient is not transported; and/or
  - b. The patient refused transport; and/or
  - c. The patient signed an against medical advice (AMA) form

No attempt shall be made to bill any Medicare or Medicaid patient who does not receive ambulance transport.

## 4. Effective Date and Amendments

This Policy becomes effective upon adoption by the Board of Directors and remains in effect until amended or repealed by the Board.