



## DEPARTMENT OF STATE HEALTH SERVICES

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COMMISSIONER

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### **Memorandum of Agreement For Mutual Aid of Emergency Medical Services for Public Assistance to Provide Mutual Aid in a Pending or Actual Disaster Between: The Department of State Health Services And DSHS Licensed EMS Providers**

**This signed and executed Memorandum of Agreement For Mutual Aid of Emergency Medical Services for Public Assistance to provide Mutual Aid in a Pending or Actual Disaster Between: The Department of State Health Services and DSHS Licensed EMS Providers supersedes any previous Memorandum of Agreement for Mutual Aid of Emergency Medical Services for Public Assistance to Provide Mutual Aid in a Pending or Actual Disaster Between: The Department of State Health Services And DSHS Licensed EMS Providers signed and executed prior to August 21, 2006 by the DSHS Licensed EMS Provider and authorized DSHS representatives.**

#### **I. PURPOSE**

##### State Missions

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby properly staffed and equipped ambulances may be deployed throughout the state to provide mutual aid in a pending or actual disaster, as a "state mission." NOTE: It is the intent of DSHS that ambulance firms only commit their resources to state missions to the extent that their local service area will NOT experience a significant degradation of service nor will the provider exceed any of their other contractual obligations during a disaster situation and/or normal course of business for the purposes of this MOA (e.g. contracts to evacuate nursing homes, 911 contracts, etc)

##### State Facility Evacuation

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby properly staffed and equipped ambulances **will** be placed on a list of ambulance resources and will be **required** to respond to State Facilities for the mission of evacuating the state schools and/or hospital as authorized by the State Operations Center and/or the Department of State Health Services. NOTE: It is the intent of DSHS that ambulance firms only

commit their resources to the evacuation of state facilities to the extent that their local service area will NOT experience a degradation of service nor exceed any of their other contractual obligations during a disaster situation and/or normal course of business for the purposes of this MOA (e.g. contracts to evacuate nursing homes, 911 contracts, etc)

## **II. DESCRIPTION**

The Department of State Health Services (DSHS) intends to complete Memorandum of Agreements for Mutual Aid of Emergency Medical Services for Public Assistance with DSHS licensed Emergency Medical Services (EMS) Providers in order to have available a sufficient number of ambulances to respond to provide mutual aid and/or state facility evacuations in a pending disaster or actual disaster.

## **III. ACTIVATION**

### State Missions

This agreement may be activated only by notification by of the Assistant Commissioner for Regulatory Services or his/her designee to any needed DSHS Licensed EMS Providers. Activation, pursuant to this MOA, may occur at any time; day or night including weekends and/or holidays only after an official written and signed notification of deployment letter has been sent via fax or email to the DSHS Licensed EMS Provider with the official deployment packet of documents/forms to be utilized during the mission. If the DSHS Licensed EMS Providers self-deploys, without proper notification from DSHS, they will not be eligible for reimbursement through this Memorandum of Agreement. Upon acceptance of deployment activation, the DSHS Licensed EMS Provider must have properly staffed and equipped ambulances en route to the designated mission within eight (8) hours from the time they receive the notification of deployment letter from DSHS. For reimbursement purposes, the mission will start when the DSHS Licensed EMS Provider leaves its home area and will conclude at the time the DSHS Licensed EMS Provider returns to its home area after DSHS issues a demobilization order.

### State Facility Evacuation

This agreement will be activated only by notification by of the Assistant Commissioner for Regulatory Services or his/her designee to DSHS Licensed EMS Providers who agreed to respond to state facility evacuation(s). Activation, pursuant to this MOA, may occur at any time; day or night including weekends and/or holidays. Activation of deployment will occur when DSHS sends an official written and signed notification of deployment letter via fax or email to the DSHS Licensed EMS Provider along with the official deployment packet of documents/forms to be utilized during the state facility evacuation. . DSHS Licensed EMS Providers should not self-deploy to a state facility evacuation. If the DSHS Licensed EMS Providers self-deploy, they will not be eligible for reimbursement through this Memorandum of Agreement. When activated, the DSHS Licensed EMS

Provider must have properly staffed and equipped ambulances en route to the designated area within three (3) hours from the time they receive the notification of deployment letter from DSHS. For reimbursement purposes the mission will start when the DSHS Licensed EMS Provider leaves its home area and will conclude at the time the DSHS Licensed EMS Provider returns to its home area after DSHS issues a demobilization order.

#### IV. RESPONSIBILITIES

##### State Missions

The DSHS Licensed EMS Provider will be required to comply with the following to provide mutual aid in a pending or actual disaster:

1. The DSHS Licensed EMS Provider must have at least twelve (12) months of experience providing local and/or long distance emergency medical services to live human beings in the State of Texas.
2. The DSHS Licensed EMS Provider must maintain a business office within the boundaries of the State of Texas.
3. The DSHS Licensed EMS Provider must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster and must adhere and abide by all laws and rules at all times.
4. The DSHS Licensed EMS Provider will only respond when notified by the Assistant Commissioner for Regulatory Services or his/her designee. If the DSHS Licensed EMS Provider deploys without proper notification (self-deploy) the Memorandum of Agreement will not be in effect, and the provider will not be reimbursed.
5. The DSHS Licensed EMS Provider must keep detailed records (utilizing the DSHS packet of documents/forms) of the services requested and fulfilled, and provide those records as requested to include, but not limited to:
  - Patient Care Records;
  - Patient demographics, including patient(s) insurance information;
  - A Time Log Record form of activities.
6. The DSHS Licensed EMS Provider must keep all receipts of its expenditures during deployment.
7. The DSHS Licensed EMS Provider will be required to be **self-sufficient for an undetermined amount of time** and should be aware that its staff could be living in field conditions. The following items are suggested, but not limited to:
  - Cell phone and charger;
  - Cash and credit cards to purchase fuel and food;
  - Extra clothes;
  - Extra expendable medical supplies;
  - Food and water; and
  - Sleeping bags.
8. The DSHS Licensed EMS Provider must ensure that all personnel responding have proof of their individual DSHS EMS certifications and a form of picture identification with them at all times.

9. If the DSHS Licensed EMS Provider commits to provide a BLS unit, they must staff it with a minimum of 2 Texas EMT-Basics.
10. If the DSHS Licensed EMS Provider commits to provide an ALS unit, they must staff it with a minimum of 1 Texas certified EMT-Basic and 1 Texas certified EMT-Intermediate.
11. If the DSHS Licensed EMS Provider commits to provide a MICU unit, they must staff it with a minimum of 1 Texas certified EMT-Basic and 1 Texas certified EMT-Paramedic.
12. This MOA is for each of the two (2) person crew per ground ambulance vehicles that are deployed. Additional crew members must be approved in writing by DSHS prior to a pending or actual disaster to be eligible for reimbursement.
13. The DSHS Licensed EMS Provider must bill primary sources of reimbursement, such as Medicaid, Medicare, private insurances or third party providers before sending an invoice to DSHS. The DSHS Licensed EMS Provider must submit proof of denial and/or proof of payment for each patient that is transported.

#### State Facility Evacuation

The DSHS Licensed EMS Provider will be required to comply with the following to provide mutual aid in a pending or actual disaster for state facility evacuation(s):

1. The DSHS Licensed EMS Provider must respond to the request of DSHS to evacuate state facilities. By checking the state facility box in the Acceptance of Agreement section below, it will be obligated to timely respond and deploy upon receipt of a DSHS notification of deployment letter.
2. The DSHS Licensed EMS Provider must deploy and be en route to the state facility within three (3) hours from the time they receive the notification of deployment letter from DSHS.
3. The DSHS Licensed EMS Provider must have at least twelve (12) months of experience providing local and/or long distance emergency medical services to live human beings in the State of Texas.
4. The DSHS Licensed EMS Provider must maintain a business office within the boundaries of the State of Texas.
5. The DSHS Licensed EMS Provider must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 773 Emergency Medical Services Act and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of a state or federal State of Emergency, mass casualty event or disaster and must adhere and abide by all laws and rules at all times.
6. The DSHS Licensed EMS Provider will only respond when notified by the Assistant Commissioner for Regulatory Services or his/her designee. If the DSHS Licensed EMS Providers self-deploys, without proper notification from DSHS, they will not be eligible for reimbursement through this Memorandum of Agreement.
7. The DSHS Licensed EMS Provider must keep detailed records (utilizing the DSHS packet of documents/forms) of the services requested and received, and provide those records as requested to include, but not limited to:
  - Patient Care Records;
  - Patient demographics, including patient(s) insurance information;
  - A Time Log Record form of activities.

8. The DSHS Licensed EMS Provider must keep all receipts of its expenditures.
9. The DSHS Licensed EMS Provider will be required to be **self-sufficient for an undetermined amount of time** and should be aware that it could be living in field conditions. The following items are suggested, but not limited to:
  - Cell phone and charger;
  - Cash and credit cards to purchase fuel and food;
  - Extra clothes;
  - Extra expendable medical supplies;
  - Food and water; and
  - Sleeping bags.
10. The DSHS Licensed EMS Provider must ensure that all personnel responding have proof of their individual DSHS EMS certifications and a form of picture identification with them at all times.
11. If the DSHS Licensed EMS Provider commits to provide a BLS unit, they must staff it with a minimum of 2 Texas certified EMT-Basics.
12. If the DSHS Licensed EMS Provider commits to provide an ALS unit, they must staff it with a minimum of 1 Texas certified EMT-Basic and 1 Texas certified EMT-Intermediate.
13. If the DSHS Licensed EMS Provider commits to provide a MICU unit, they must staff it with a minimum of 1 Texas certified EMT-Basic and 1 Texas certified EMT-Paramedic.
14. This MOA is for each of the two (2) person crew per ground ambulance vehicles that are deployed. Additional crew members must be approved in writing by DSHS prior to a pending or actual disaster to be eligible for reimbursement.
15. The DSHS Licensed EMS Provider must bill primary sources of reimbursement, such as Medicaid, Medicare, private insurances or third party providers before sending an invoice to DSHS. The DSHS Licensed EMS Provider must submit proof of denial and/or proof of payment for each patient that is transported.

## V. PUBLIC INFORMATION COORDINATION

The EMS providers and DSHS will ensure that local jurisdictions (e.g., regional medical operations centers (ROMCs); emergency operations centers (EOCs); regional advisory councils (RACs) are apprised that the provider has voluntarily assigned assets to State Missions and/or State Facility Evacuations.

## VI. FUNDING

- The DSHS Licensed EMS Provider costs related to the implementation of this agreement will be the responsibility of the DSHS Licensed EMS Provider.
- In the event that the terms of this agreement are activated in response to provide mutual aid and/or state facility evacuation(s) in a pending or actual disaster, the DSHS Licensed EMS Provider may invoice DSHS as follows:
  - Private-Not-For-Profit Providers without paid staff (Volunteer Providers):
    - DSHS will reimburse a base rate of \$47.92 per hour for a Basic Life Support (BLS) ambulance. NO labor costs will be paid, since volunteer providers do not pay for staffing.
    - DSHS will reimburse a base rate of \$54.92 per hour for an Advanced Life Support (ALS) ambulance. NO labor costs will be paid, since volunteer providers do not pay for staffing.

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- DSHS will reimburse a base rate of \$57.92 per hour for a Mobile Intensive Care Unit (MICU) ambulance. NO labor costs will be paid, since volunteer providers do not pay for staffing.
  - DSHS will reimburse a maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items will include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to DSHS when the DSHS EMS Licensed Provider submits an invoice to DSHS.
- Private-Not-For-Profit Providers with paid staff:
    - DSHS will reimburse a base rate of \$47.92 per hour for a Basic Life Support (BLS) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.
    - DSHS will reimburse a base rate of \$54.92 per hour for an Advanced Life Support (ALS) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.
    - DSHS will reimburse a base rate of \$57.92 per hour for a Mobile Intensive Care Unit (MICU) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.
    - DSHS will reimburse a maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items will include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to DSHS when the DSHS EMS Licensed Provider submits an invoice to DSHS.
- Private-For-Profit Providers:
    - DSHS will reimburse a base rate of \$47.92 per hour for a Basic Life Support (BLS) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.
    - DSHS will reimburse a base rate of \$54.92 per hour for an Advanced Life Support (ALS) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.
    - DSHS will reimburse a base rate of \$57.92 per for a Mobile Intensive Care Unit (MICU) ambulance plus actual labor costs plus fringe benefits for two (2) crew members.
    - DSHS will reimburse a maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items will include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to DSHS when the DSHS EMS Licensed Provider submits an invoice to DSHS.
- Municipalities or Governmental Providers:
    - DSHS will reimburse a base rate of \$47.92 per hour for a Basic Life

Support (BLS) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.

- DSHS will reimburse a base rate of \$54.92 per hour for an Advanced Life Support (ALS) ambulance plus actual labor costs plus fringe benefits for two (2) crew members per ground ambulance vehicle.
  - DSHS will reimburse a base rate of \$57.92 per hour for a Mobile Intensive Care Unit (MICU) ambulance plus actual labor costs plus fringe benefits for two (2) crew members.
  - DSHS will reimburse a maximum of \$50.00 per crew member per deployment (Total of \$100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items will include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to DSHS when the DSHS EMS Licensed Provider submits an invoice to DSHS.
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- DSHS has based these rates through experience from the 2005 Hurricane season and the reimbursement process. A chart describing the breakdown of the rates according to quantity, line item description, unit of measure and cost of measure is shown in Appendix A of this document.
  - The DSHS Licensed EMS Provider shall timely submit paperwork, documentation, receipts and an invoice to DSHS after the DSHS Licensed EMS Provider has been demobilized.
  - DSHS will submit a method for submitting the required information after the mutual aid provided during a pending or actual disaster.
  - DSHS will require EMS providers to bill primary sources of reimbursement to include, but not limited to Medicaid, Medicare, private insurances and third party payers. The DSHS Licensed EMS Provider must submit proof of one (1) form of denial and/or proof of payment to DSHS when they submit an invoice to DSHS.
  - The DSHS Licensed EMS Provider will be able to invoice DSHS the total hours deployed according to the DSHS funding rates minus the amount of funds received from primary sources of reimbursement. (Example: If the DSHS Licensed EMS Provider receives \$300 from a primary source of reimbursement such as Medicaid, Medicare, private insurance or third party provider, the \$300 will be deducted from the total hourly rate for the mission).
  - The hourly rate will start when the DSHS Licensed EMS Provider leaves its home area and will conclude at the time DSHS issues a written demobilization order to the provider's headquarters and the DSHS Licensed EMS Provider arrives in its home area.
  - The DSHS Licensed EMS Provider is permitted to invoice DSHS for the difference between the regular time hourly pay rate and the overtime hourly pay for two (2) crew members required to fill the regularly scheduled shift at the home base left empty by the crew that is deployed on a State Mission or State Facility Evacuation. (Example: The "A-shift" crew is on duty and is the crew that is sent for a State Mission or State Facility Evacuation. They are still deployed for their next regularly scheduled shift. The DSHS Licensed EMS Provider can invoice DSHS for the difference between the regular time hourly pay rate and the overtime hourly pay rate for the crew that fills the "A-shift's" schedule at the provider's home base. Example: The back-fill crew members

regular time hourly pay rate is \$10.00 and their overtime hourly pay rate is \$15.00, the amount that can be invoiced is \$5.00 per hour.)

**VII. EFFECTIVE DATE, AMENDMENT AND TERMINATION**

This Memorandum of Agreement For Mutual Aid of Emergency Medical Services for Public Assistance to Provide Mutual Aid in a Pending or Actual Disaster becomes effective on the date of final signature by DSHS and will remain in effect until superseded, suspended or terminated by written mutual agreement. Either party wishing to terminate this agreement shall submit a written notification no less than sixty (60) days prior to the desired termination date.

**VIII. ACCEPTANCE OF AGREEMENT**

I \_\_\_\_\_ (Firm Administrator or Firm Owner) commits  
\_\_\_\_\_ (EMS Ambulance Provider) to the following Missions.

**State Mission:**

No. of units \_\_\_\_\_ **BLS** \_\_\_\_\_ **ALS** \_\_\_\_\_ **MICU**.

This is the minimum level of care and staff that is guaranteed at the time of the signing of this MOA (Cannot exceed its EMS Provider License Level).

**- OR -**

**State Facility Evacuation(s)** (Mandatory when called by DSHS):

No. of units \_\_\_\_\_ **BLS** \_\_\_\_\_ **ALS** \_\_\_\_\_ **MICU**.

This is the minimum level of care and staff that is guaranteed at the time of the signing of this MOA (Cannot exceed its EMS Provider License Level).

**- OR -**

**BOTH:**

**State Facility Evacuation(s)** (Mandatory when called by DSHS):

No. of units \_\_\_\_\_ **BLS** \_\_\_\_\_ **ALS** \_\_\_\_\_ **MICU**.

This is the minimum level of care and staff that is guaranteed for evacuations at the time of the signing of this MOA (Cannot exceed its EMS Provider License Level).

**State Mission(s):**

No. of units \_\_\_\_\_ **BLS** \_\_\_\_\_ **ALS** \_\_\_\_\_ **MICU**

This is the minimum level of care and staff that is guaranteed for evacuations at the time of the signing of this MOA (Cannot exceed its EMS Provider License Level).

If the provider can upgrade its units to a higher level (not exceeding its EMS Provider License Level) at the time of deployment, with the appropriate documentation and at the discretion of DSHS, the provider will be eligible for reimbursement at the higher level according to the rates in Appendix A of this MOA and according to their provider type in paragraph V, entitled, "Funding of this MOA."

**DSHS Licensed Ambulance Provider:**

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Business Name

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Business Address

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Business Phone Number Fax Number

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Business Email Address

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Business Contact Phone Number (Land or Cell)

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2 <sup>nd</sup> Contact Name Printed	Title	Date
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2<sup>nd</sup> Contact's Phone Number (Land or Cell)

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Provider's Business Service Area (counties and RAC)

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Signature of Provider Owner or its Authorized Agent	Printed Name	Title	Date
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**Department of State Health Services (DSHS):**

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Texas State EMS Director or designee Date

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Director, Client Services Contract Unit Date

**APPENDIX A**

DSHS has based reimbursement rates as follows:

<u>Quantity</u>	<u>Line Item Description</u>	<u>Unit of Measure</u>	<u>Unit of Cost</u>	<u>Hourly Rate</u>
COSTS FOR BLS UNIT				
1	Ambulance	per hour	\$35.00	\$35.00
	Per Diem - Based on \$35.00 per day per person of a 2 person crew	per hour	\$2.92	\$2.92
1	Medical Supplies Cost - Based on \$240.00 per day per ambulance	per hour	\$10.00	\$10.00
				<u>\$47.92 per hour</u>
	Personal Care Items - Based upon \$50.00 per deployment per person of a 2 person crew. Items, to include food, water, personal care items for the 2 person crew to be self-sufficient during deployment. (Receipts must be kept and submitted to DSHS with invoice.		Per Deployment	\$100.00
COSTS FOR ALS UNIT				
1	Ambulance	per hour	\$40.00	\$40.00
	Per Diem - Based on \$35.00 per day per person of a 2 person crew	per hour	\$2.92	\$2.92
1	Medical Supplies Cost - Based on \$288.00 per day per ambulance	per hour	\$12.00	\$12.00
				<u>\$54.92 per hour</u>
	Personal Care Items - Based upon \$50.00 per deployment per person of a 2 person crew. Items, to include food, water, personal care items for the 2 person crew to be self-sufficient during deployment. (Receipts must be kept and submitted to DSHS with invoice.		Per Deployment	\$100.00
COSTS FOR MICU UNIT				
1	Ambulance	per hour	\$40.00	\$40.00
	Per Diem - Based on \$35.00 per day per person of a 2 person crew.	per hour	\$2.92	\$2.92
1	Medical Supplies Cost - Based on \$360.00 per day per ambulance	per hour	\$15.00	\$15.00
				<u>\$57.92 per hour</u>
	Personal Care Items - Based upon \$50.00 per deployment per person of a 2 person crew. Items, to include food, water, personal care items for the 2 person crew to be self-sufficient during deployment. (Receipts must be kept and submitted to DSHS with invoice.		Per Deployment	\$100.00