

**CASELAW UPDATE**

*Valle Ambulance District v. Jefferson County, Missouri,*  
620 S.W.3d 683 (Mo. App. ED 2021)

1

---

---

---

---

---

---

---

---

**THANKS**

- Thank you, Missouri Sheriff's Association.
- Thank you, Director Merritt.
- Thank you, Sheriff Marshak.

2

---

---

---

---

---

---

---

---

**JASON L. CORDES, ESQ.**

- Assistant County Counselor, Jefferson County, Missouri.
- Have in been in practice since 2003.
- Both private practice and as a County Counselor.
- County Counselor since 2017, including a stint as Acting County Counselor.

3

---

---

---

---

---

---

---

---

### VALLE AMBULANCE DISTRICT V. JEFFERSON COUNTY, MISSOURI,

- Revolves around an individual that Valle's attorney refers to, throughout the case, as "Inmate JTC" to preserve his anonymity.



4

---

---

---

---

---

---

---

---

### "INMATE JTC"



- A bit of a scofflaw.
- Driving around with an active warrant for probation violation out of Franklin County.
  - Also had St. Louis County, and Lake Saint Louis warrants.
- Gets pulled over in the City of Hillsboro, by a City of Hillsboro Police officer.
  - Not pulled over by Jefferson County law enforcement.
- Toting 9 grams of methamphetamine.
  - surreptitiously ingests prior to arrest.

5

---

---

---

---

---

---

---

---

### 9 GRAMS OF METH TAKE THEIR TOLL



- Taken to Jefferson County Jail.
- Before corrections officers can finish the booking process, the effects of 9 grams of methamphetamine begin to hit "Inmate JTC."
- Irrate and combative.

6

---

---

---


---

---

---

---

---



### CALL 911!

- Nurses on duty examine JTC and call the doctor he instructs them to call 911.
- The Jefferson County 911 Dispatch dispatches a Valle Ambulance District ambulance. Valle EMTs examine JTC and transport him to the local hospital.
- One of the County's deputies followed in a County car.

7

---

---

---

---

---

---


---

---

---

---

### VALLE DIDN'T HELP ITSELF



- Valle's "Signature/Claim Submission Authorization" form:
  - "My signature is not an acceptance of financial responsibility for the services rendered."
- Deputy cannot bind the County to pay for these services, but he really cannot by signing something like this.

8

---

---

---

---

---

---


---

---

---

---

### OFF TO MOBERLY



- Following his time at the hospital, Inmate JTC goes to Franklin County for hearing on his probation revocation.
- He does not prevail.
- And is then shipped out to the Moberly Correctional Center.
- I do not know if he was able to hire a "prison coach" like Lori Loughlin was reportedly able to do.

9

---

---

---

---

---

---

---

---

---

---

### INMATE JTC'S TENUOUS CONNECTION TO JEFFERSON COUNTY



- Never returns to the Jefferson County Jail after leaving the hospital.
- He was never fully booked into the jail.
- Corrections officers never got to inquire whether he had health insurance.
- He had not been arrested by any Jefferson County law enforcement.
- He was not being prosecuted in Jefferson County for anything.
- There were no warrants out of Jefferson County for him.

10

---

---

---

---

---

---

---

---

---

---

### ABOUT ONE HOUR



- Inmate JTC's involvement with Jefferson County consisted of him spending about an hour total in a booking cell and an infirmary bed.

11

---

---

---

---

---

---

---

---

---

---

### DEMAND FOR PAYMENT

- Attorney for Valle sends Sheriff a bill for the ambulance services.
- Bill is not even directed to Sheriff Marshak or the County Council or County Executive.
- Bill is it is directed to JTC at an address in St. Clair, Missouri.



12

---

---

---

---

---

---

---

---

---

---

### RESPONSE TO DEMAND

Pay now !



No!



---

---

---

---

---

---

---

---

13

### LARGER PLOT?



- When Jefferson County was served with the Petition in the case against us, the parallels between our case & other cases (*Chariton Co. Ambulance Dist. v Linn County, et al.*, and *Howard County Ambulance v. City of Fayette*) were clear.
- In light of those cases, we began to wonder whether there was a larger effort on the part of ambulance districts to pump up their revenues at the costs of city and county law enforcement.

---

---

---

---

---

---

---

---

14

### HOWARD COUNTY V. CITY OF FAYETTE, 549 S.W.3D 1 (MO. APP. W.D. 2018)



- Decided by the Western District of the Missouri Court of Appeals.
- Facts are similar to Jefferson County case.

---

---

---

---

---

---

---

---

15

### FACTS OF HOWARD COUNTY V. CITY OF FAYETTE



- City of Fayette police officer gets dispatched on a report of prowler.
- Prowler turns out to be a "very intoxicated" 17 year-old.
- Officer is concerned for the young man's safety. Calls EMS.
- Howard County Ambulance shows up, assesses the young man, determines that he needs medical attention, and recommends that he be transported to the hospital.

16

---

---

---

---

---

---

---

---

### FACTS OF HOWARD COUNTY V. CITY OF FAYETTE (CONTINUED)



- At some point the officer reaches, via phone, the young man's mother.
- Officer explains the situation and mother gives consent to have him taken to Booneville.
- Officer releases the young man, and he is transported to the hospital by the Howard County Ambulance District.

17

---

---

---

---

---

---

---

---

### HOWARD COUNTY AMBULANCE FACTS CONTINUED

- Officer didn't sign anything with the Ambulance district at the scene.
- There was no contract between the city of Fayette and the Ambulance District.
- The city police officer did not have the authority to bind the city for the cost of the ambulance treatment.
- Ambulance District bills the young man's mother.
- Yet, later sues both the mother and the City of Fayette for the cost of the ambulance ride.



18

---

---

---

---

---

---

---

---

### SECTION 432.070, RSMO.



- Cities, counties, school districts, and other municipal corporations cannot be held liable for services performed for them unless there is a contract in writing and signed by the persons authorized by law to sign it.
- A contract even though signed by the Mayor and attested by the Clerk is not valid unless duly authorized by the Board of Aldermen. *Fulton v. City of Lockwood*, 269 S.W.2d 1 (Mo. 1954).
- Protects governmental entities, not parties to who seek to impose obligations on governmental entities. See *Howard County Ambulance*, 549 S.W.3d at 5.

19

---

---

---

---

---

---

---

---

---

---

### HOWARD COUNTY AMBULANCE CONTINUED

- District tries to argue that because Missouri statutes authorize it to charge and collect fees for services it is entitled to collect from the City in the absence of contract.
- Case goes to trial, city wins.
- Appealed to the Court of Appeals, Western District.



20

---

---

---

---

---

---

---

---

---

---

### HOWARD COUNTY AMBULANCE GETS SMACKED AT THE COURT OF APPEALS

- Court of Appeals says trial court was correct, Ambulance District cannot collect without a contract.
- The court of appeals even went so far as to say that Section 432.070, RSMo, limited the provisions of law relied upon by the Ambulance District; it prohibits holding a municipality liable for services performed for it without a written contract.



21

---

---

---

---

---

---

---

---

---

---

**CHARITON CO. AMBULANCE DISTRICT V. LINN COUNTY, ET AL., 16CH-SC00001-01, 16CH-SC00002-01**

- Linn County did not have its own jail.
- Two prisoners arrested in Linn County are being held in the Chariton County Jail.
- Prisoners request medical treatment.
- Chariton County Ambulance Dist. provides transport.




---

---

---

---

---

---

---

---

---

---

22

**AMBULANCE DISTRICT'S POSITION:**

- Alleges that Chariton County Jail procured the necessary medical services as required by Section 221.120, RSMo.
  - We are going to talk about "procuring" care in a bit.
- Alleges there is a contract between Linn County and Chariton County whereby Linn County agreed to be responsible for health-related expenses of Linn County inmates.
- As a result, Linn County must pay the ambulance district for the services.

---

---

---

---

---

---

---

---

---

---

23

**LINN COUNTY RESPONSE**

- Motion to dismiss, says Ambulance District fails to state a claim upon which relief can be granted.
- One public entity suing another public entity for services provided to a third party.
- Ambulance Dist. is not party to the agreement between the two Counties.
- Has no standing (i.e., no right to a legal claim).




---

---

---

---

---

---

---

---

---

---

24



### LINN COUNTY WINS!

- After numerous Motions, Linn County and Linn County Sheriff win.
- Trial court enters Judgment Dismissing Ambulance District's Petition for failure to state a claim.



25

---

---

---

---

---

---

---

---

### BACK TO MY CASE

- Just as in *Howard County Ambulance v. City of Fayette*, and in *Chariton County Ambulance v. Linn County* there is no contract between Jefferson County and Valle Ambulance District.



26

---

---

---

---

---

---

---

---

### AS YOU MAY RECALL, THE FOLLOWING HAD HAPPENED:

Pay now !



No!



27

---

---

---

---

---

---

---

---

### ATTORNEY FOR VALLE AMBULANCE DISTRICT

- Sues Jefferson County Sheriff's Department for the Ambulance Bill, \$1,108.40.
- Attorney for district tells local newspaper that this is "test case" and that if he prevails he will seek a \$100,000 for other bills for ambulance rides his client gave to prisoners at the jail.



28

---

---

---

---

---

---

---

---

### AMBULANCE DISTRICTS IN MISSOURI

- Ambulance Districts are separate political subdivisions or non-profit entities.
- Tax revenue.
- Additionally, get paid by insurance, Medicaid, Medicare, and payments from patients.
- Valle typically receives \$130,000.00 in patient payments a year.
- Valle trying to increase the amounts received from this last category.



29

---

---

---

---

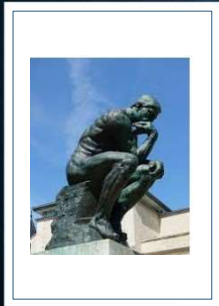
---

---

---

---

IN LIGHT OF HOWARD COUNTY AMBULANCE V. CITY OF FAYETTE, AND CHARITON COUNTY AMBULANCE V. LINN COUNTY, WHY WOULD THE ATTORNEY FOR VALLE AMBULANCE DISTRICT THINK HE COULD COME AFTER SHERIFF MARSHAK AND JEFFERSON COUNTY AND WIN?



30

---

---

---

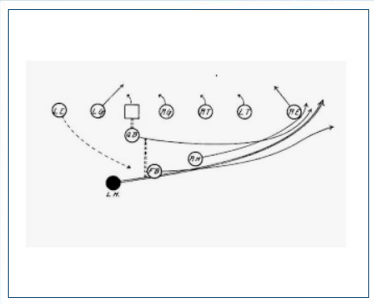
---

---

---

---

---



**HE TRIES AN  
END RUN ON  
SECTION  
432.070, JUST  
LIKE HOWARD  
COUNTY  
AMBULANCE**

31

---

---

---

---

---

---

---

---

**SECTION 221.120, RSMO.**

"If any prisoner confined in the county jail is sick and in the judgment of the jailer, requires the attention of a physician, dental care, or medicine, the jailer shall procure the necessary medicine, dental care or medical attention necessary or proper to maintain the health of the prisoner. The costs of such medicine, dental care, or medical attention shall be paid by the prisoner through any health insurance policy as defined in subsection 3 of this section, from which the prisoner is eligible to receive benefits. If the prisoner is not eligible for such health insurance benefits then the prisoner shall be liable for the payment of such medical attention, dental care, or medicine, and the assets of such prisoner may be subject to levy and execution under court order to satisfy such expenses in accordance with the provisions of section 221.070, and any other applicable law. The county commission of the county may at times authorize payment of certain medical costs that the county commission determines to be necessary and reasonable..."

32

---

---

---

---

---


---

---

---

**PROCURE ~ "PAY FOR"**

- "If any prisoner confined in the county jail is sick and in the judgment of the jailer, requires the attention of a physician, dental care, or medicine, the jailer shall procure the necessary medicine, dental care or medical attention..."
- Attorney for Valle argues that "procure" means "pay for."



33

---

---

---

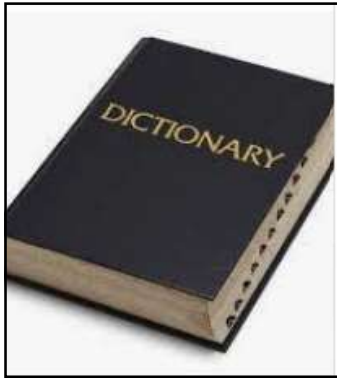
---

---

---

---

---



### PROCURE

- Not defined in the statute.
- Dictionary definitions: more or less means "obtain."
- I argued that the Sheriff obtained the necessary medical care when a county-contracted nurse examined Inmate JTC and called 911.
- At that point, the County had procured the care.

34

---

---

---

---

---

---

---

---

### NOT SO FAST

- I am not in any way suggesting that jailers are relieved of duty to provide medical care.
- Government has an "obligation to provide medical care for those whom it is punishing by incarceration." *Estelle v. Gamble*, 429 U.S. 97, 103 (1976).
- Infliction of unnecessary suffering on a prisoner by failure to treat his medical needs is inconsistent with contemporary standards of decency and violates the Eighth Amendment to the United States Constitution. See *Id.*



35

---

---

---

---

---

---

---

---

### ADDITIONALLY

- The due process clause of the Fourteenth Amendment to the United States Constitution requires a governmental agency to provide medical care to persons injured during apprehension. *City of Revere v. Mass. General Hosp.*, 463 U.S. 239, 244 (1983).
- But, the Constitution does not dictate how the cost of care should be allocated between the governmental entity and the provider of care. *Id.* at 245.
- That is a matter of state law.



36

---

---

---

---

---

---

---

---

### PRE-PAYMENT MAY BE REQUIRED

- Missouri AG Opinion 21-1982:
  - "cities and counties are responsible for the initial payment for necessary medical services when such payment is required (by the provider) prior to such medical care being provided."
- Example: specialist.
- However, pre-payment was not required in the Valle Case. Valle provided care without need for pre-payment
  - Ambulance Districts cannot discriminate based on ability to pay. See Section 190.105.12, RSMo.



37

---

---

---

---

---

---

---

---

### BACK TO THE STATUTE (221.120)

- Second Sentence: The costs of such medicine, dental care, or medical attention shall be paid by the prisoner through any health insurance policy as defined in subsection 3 of this section, from which the prisoner is eligible to receive benefits.
  - In this case our corrections officers never got to question JTC about insurance.
- I argued to the trial judge that before he could even consider the liability of the County he had to determine whether JTC had any insurance from which this could be paid
- My opponent did not want to take the time to drive up to Moberly to take JTC deposition.



38

---

---

---

---

---

---

---

---

### BREAKING DOWN 221.120

- Third Sentence: If the prisoner is not eligible for such health insurance benefits then **the prisoner shall be liable for the payment of such medical attention**, dental care, or medicine, and the assets of such prisoner may be subject to levy and execution under court order to satisfy such expenses in accordance with the provisions of section 221.070, and any other applicable law.
  - Doesn't say that the "prisoner shall be liable to the jailer/County for the jailer/County's payment of such medical attention."



39

---

---

---

---

---

---

---

---

### FOURTH SENTENCE OF 221.120

- Fourth Sentence, Key Sentence: The county commission of the county may at times authorize payment of certain medical costs that the county commission determines to be necessary and reasonable.




---

---

---

---

---

---

---

---

40

### FOURTH SENTENCE CONTINUED

- If the word "procure" in the first sentence, meant "pay for" then the statute would not give the county governing body the option to authorize payment.
- Sheriff is not the correct party to sue.
- Valle sued "Jefferson County Sheriff's Department"
  - Motion to Dismiss
  - Valle had to substitute the County as party Defendant.
- Valle never submitted its bill to the County Council.
- Jefferson County, County Council never enacted any ordinance to pay the Valle bill.




---

---

---

---

---

---

---

---

41

### COURT OF APPEALS DOES NOT BUY IT

- Court did not buy the argument that § 221.120, RSMo., creates an automatic obligation on the County to pay the ambulance district every time its jailer calls 911 for a sick prisoner, in the absence of an Order or Ordinance from the County Governing Body to authorize payment.
- Court did not buy the argument that § 221.120, RSMo., somehow creates an exception to § 432.070, RSMo., prohibiting holding a government entity liable for services performed for it without a written contract.




---

---

---

---


---

---

---

---

42



43

---

---

---

---

---


---

---

---

**AS AN ASIDE**

- Valle's attorney also tried to argue that jailers are like guardians and conservators.
- This analogy breaks down.
- The public administrator does not get out the County check book when he/she serves as conservator for a minor or disabled person.



44

---

---

---

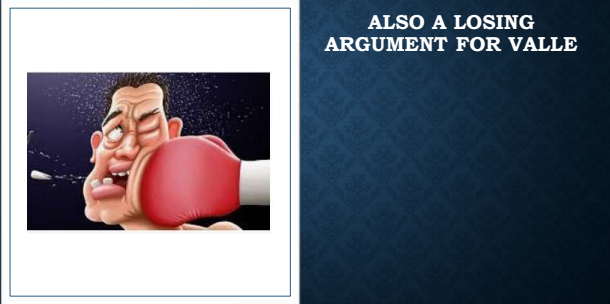
---

---

---

---

---



45

---

---

---

---

---

---

---

---

**TAKEAWAYS:**

- There does seem to be an effort to bind law enforcement to pay for ambulance rides, in the absence of a contract between the ambulance district and the city or county.
- So far, the Missouri Court of Appeals is not buying it.
- Must be a valid contract between the County and Ambulance District or an Order or Ordinance from the County Governing Body authorizing payment of the medical costs in accordance with Section 221.120, RSMo.
- If receive a demand, it is ultimately up the County Governing body (be it County Commission or County Council and Executive in a charter county).
  - Talk with your County Counselor.

46

---

---

---

---

---

---

---

---

**QUESTIONS?**



47

---

---

---

---

---

---

---

---

**THANK YOU**

- Thanks again:
  - Missouri Sheriff's Association.
  - Director Merritt.
  - Sheriff Marshak.

48

---

---

---

---

---

---

---

---