

Rapid City Department of Fire and Emergency Services
Dedicated Standby Agreement

This agreement is made and entered into this day of **January, 2003** between Rapid City Department of Fire and Emergency Services, and

Contractor / Business

Name: **Business or Entity**

Address: **Business Address**

City: **Rapid City**

State: **South Dakota**

Zip: **57701**

Representative: **Representative** Title: **Official Title**

In consideration of the covenants and agreements hereinafter set forth, these parties agree it as follows:

1. **SERVICES:** Rapid City Department of Fire and Emergency Services (RCFD&ES) shall provide standby medical services to **Business or Entity** for all of their scheduled events beginning on **January** , (or multiple dates listed in exhibit "A"). A schedule of events at which the medical services is to be provided is attached hereto marked as Exhibit "A" and by this reference made a part hereof.

RCFD&ES services shall commence at the time of departure prior to the scheduled time for each of the events listed in Exhibit "A", and shall conclude at the time the ambulance arrives back at the station or reasonable travel time.

2. **STAFF AND FACILITIES:** RCFD&ES shall furnish a certified ambulance with a crew consisting of no less than: **(1) EMT and (1) Paramedic** the event or events as described: **Description of Event. Refer to Exhibit "A"**. RCFD&ES shall provide additional certified equipment and staff when it determines it necessary to provide the services required by this agreement.

The RCFD&ES ambulance and staff shall remain at the event until a replacement ambulance is enroute to the event to continue standby service. In the event of a critical patient, an RCFD&ES unit shall immediately transport the patient to the appropriate medical facility and shall employ a "time lag" procedure to provide a replacement unit for the event as soon as possible.

In the event of a mass casualty incident, call overload, or other critical care incident within the immediate coverage areas of RCFD&ES, RCFD&ES reserves the right to remove the unit from the event and address the incident or emergency. RCFD&ES shall take all appropriate steps to provide a substitute unit to the event in an attempt to minimize the time during which a unit will not be on site at the event. **Business or Entity** will not be charged for any time that a unit is not located at the event except where the unit has been removed to transport a patient from the event or pre-established travel time.

In the case where an RCFD&ES ambulance is not on site, and there is a patient that needs emergency medical services, an event official shall call "911" to ensure appropriate first responder and ambulance responses to that incident.

Rapid City Department of Fire and Emergency Services
Dedicated Standby Agreement

Business or Entity shall reserve a standby location at the event, which will allow easy access to the event for the RCFD&ES staff, as well as ingress and egress for any units that will need to respond to, or leave the event.

3. **COMPENSATION:** RCFD&ES services shall be billed to:

Business or Entity

Business Address

Rapid City, South Dakota 57701

Attn: Representative, Official Title

The rate of \$78.98 per hour plus a \$0.00 mobilization fee will be billed, for the certified ambulance and staff, as described above in Section 2. RCFD&ES time shall be calculated from the departure of the station until the return to the station. All time shall be adjusted to the closest fifteen (15) minute interval for billing purposes.

RCFD&ES shall submit bills for the standby emergency medical services to **Business or Entity** in accordance with its current billing procedures. All invoices shall be due and payable thirty (30) days from their submission to **Business or Entity**.

RCFD&ES shall directly bill the patient(s) transported, RCFD&ES shall bill patients a "Treat and Release" charge for treatment on the scene if the patient is not transported. Minor patients shall not be treated and/or transported without prior parental consent. Prior parental consent may be in the form of a pre-signed release, a copy of which shall be furnished to RCFD&ES, or by the oral permission of a parent or legal guardian of the patient to be treated, given at the time of injury. RCFD&ES reserves the right to provide emergency medical care in critical or severe cases in the event no consent has been obtained, or available, or under the receiving medical facility physician's direct order based on the patient's condition/injury.

4. **RECORDS:** RCFD&ES shall maintain patient records and billing information for all patients who have refused treatment and/or transportation. In order for **Business or Entity** to obtain copies of information regarding the treatment/condition of a patient, **Business or Entity** shall provide RCFD&ES with a written consent to release said information signed by the patient, or, if a minor, the patient's legal guardian.

The parties each agree to comply with those provisions of the Health Insurance Portability and Accountability Act of 1996 set forth in the Title XI, Part C of the Social Security Act (42 U.S.C. § 1391 et seq.) and the regulations thereunder (42 C.F.R. Parts 160, 162, and 164), as amended, or any successor law, if and to the extent applicable, which set forth standards for electronic transactions and standards for privacy of individually identifiable health information. All medical records and other individually identifiable health information disclosed to the parties, in any form, whether communicated electronically, on paper or orally, shall be protected from unlawful disclosure in accordance with applicable federal and state law.

5. **NOTICE OF SCHEDULED CHANGES:** **Business or Entity** shall notify RCFD&ES of any schedule changes or additions to the **Description** of Event no less than three (3) working days prior to the rescheduled event. Failure of **Business or Entity** to notify

Rapid City Department of Fire and Emergency Services
Dedicated Standby Agreement

RCFD&ES of schedule changes, which result in RCFD&ES being present at a canceled event, will result in charges for two (2) hours of emergency medical services.

6. **DISPUTES:** In the event that a dispute should occur between **Business or Entity** and RCFD&ES regarding the terms of this agreement, the parties shall meet on the first working day after the occurrence of the dispute to resolve the differences.

In the event of a disagreement or dispute which must be immediately resolved, the RCFD&ES Battalion Chief or other Fire Department Administration shall be available to discuss the matter, and may be reached at the following telephone number:

Rapid City – Main Station (394-4180)

7. **REPRESENTATIVES:** The parties and their representatives to this agreement are as follows:

Rapid City Fire and Emergency Services	Fire Chief	Gary Shepherd
Business or Entity	Official Title	Representative

8. **ASSIGNMENT:** RCFD&ES shall not be entitled to assign its rights or duties under this agreement without prior written consent of **Business or Entity**, unless outlined under this agreement.
9. **MISCELLANEOUS:** This agreement shall be binding upon each of the parties and their successors. This agreement constitutes the entire understanding of the parties and shall not be modified or amended except by the subsequent written agreement signed by an authorized representative of the party.

Gary Shepherd, Fire Chief

Date

Representative, Official Title
Business or Entity

Date

Rapid City Department of Fire and Emergency Services
Dedicated Standby Agreement

APPENDIX "A"

Description of Event Dates:

<u>Event</u>	<u>Date</u>	<u>Time</u>	<u>Duration</u>
---------------------	--------------------	--------------------	------------------------