

EMERGENCY MEDICAL SERVICES (EMS) AGREEMENT

LF 120104-07

This Agreement, effective the ____ day of _____, _____, by and between the City of Rapid City, a municipal corporation organized under the laws of the State of South Dakota, hereinafter "City," and the County of Pennington, a political subdivision of the State of South Dakota, hereinafter "County."

WITNESSETH:

WHEREAS the City and County desire to ensure consistent availability of high quality pre-hospital emergency medical care and transportation service within their jurisdictions, regardless of a customer's ability to pay;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Administration of Agreement. In general, this Agreement shall be performed to the satisfaction of the Emergency Medical Services Oversight Committee, hereinafter "EMSOC". The provisions of this Agreement shall be administered by the EMSOC, who will advise and make recommendations to the City and County on all pertinent matters relating to this Agreement. The EMSOC will function only in an advisory capacity to the City and County. The final decision on any issue relating to this Agreement shall require the joint approval of the City Council for Rapid City and the Pennington County Board of Commissioners, each acting as a separate governmental entity, except as otherwise provided herein. The EMSOC is responsible for ensuring that the citizens of Rapid City and Pennington County are offered the best quality pre-hospital emergency medical care and transportation possible within the framework of this Agreement.
2. Emergency Medical Services Oversight Committee. Voting members of the EMSOC shall be appointed by the Mayor and include: two City Council persons, one County Commissioner, a local insurance representative, and a citizen at large. The Rapid

City Department of Fire and Emergency Services, hereinafter "FD," will designate a representative along with the Medical Director to serve as non-voting members of the EMSOC. It is also agreed between City and County that Ambulance Service Providers for Hill City, Keystone, New Underwood and Wall, shall each be allowed to designate one representative to serve as non-voting members of the EMSOC.

The EMSOC shall schedule public meetings on a quarterly basis. The EMSOC may schedule more frequent public meetings as needed. All voting members of the EMSOC shall act impartially and, except for Rapid City officials and the Medical Director, shall not have any arrangement with the City or County, i.e., receive any direct benefit from the provisions of this agreement with the City or County that would constitute a conflict of interest while serving on the EMSOC as an impartial member.

3. Rapid City Service Area. The system service area under this Agreement, hereinafter "Rapid City Service Area," shall encompass all areas within the City and shall extend to all areas within the County, except where another duly authorized emergency medical service is already servicing a particular area within the County. In those cases where another authorized entity is operating within the County, City/FD agrees to respond to all calls in accordance with any other emergency medical service agreement(s) already in place (e.g., Paramedic Intercept Service Agreements, etc.).
4. Services and Equipment. The City/FD will provide the personnel and equipment for all emergency and non-emergency pre-hospital emergency medical care and transportation within the Rapid City Service Area. The City/FD will provide all services, equipment, and personnel to handle call volume as recommended by the EMSOC and approved by the City and County for the Rapid City Service Area.

The EMSOC or its designee may at any time without notification conduct inspections of any ambulance and/or equipment operated by City/FD and make a report to the City and County concerning compliance with this Agreement, provided however, such ambulance and/or equipment inspections shall be conducted so as not to interrupt, interfere with, or delay emergency or other services anticipated under this Agreement.

5. Staffing. Each Advanced Life Support (“ALS”) ambulance responding to a request for emergency medical care shall be staffed by a minimum of one (1) EMT-P (paramedic) and one (1) EMT-A, EMT-I, or EMT-SS. Both EMT’s must be appropriately certified by the State of South Dakota.
6. Supplies. The City/FD agree to provide medical supplies for single patient use (except gloves) to County First Responder organizations in compliance with Federal Safe Harbor Laws. Those supplies shall be provided when County First Responder organizations initially treat and use supplies on patients that are later treated and/or transported by the City/FD. County First Responder organizations may obtain those supplies by following the documentation requirements for disposable supplies disbursement put in place by the City/FD. Disposable supplies provided will not include backboards, straps or oxygen.
7. Response Time Requirements. The City/FD agree to accept and follow all emergency vehicle response time standards set by the EMSOC.
8. Call Exclusivity. In consideration of City/FD keeping ambulances and personnel available, the City and County agree that whenever a request is received for ambulance service, or where ambulance service is found to be needed in the course of investigative or rescue operations by any agency of either party, all such calls shall be dispatched to City/FD. In those cases where another duly authorized emergency

medical service is operating within the Rapid City Service Area, City/FD will respond and interact with that entity pursuant to any applicable agreement(s) already in place.

9. Billing. City/FD agree to bill all patients, Medicare, Medicaid, insurance companies, and any other third party payors of ambulance service bills within 60 days of provision of service rendered by City/FD within the Rapid City Service Area. City/FD agree to assist all patients with claims processing, including document completion and follow-up requirements. The County shall not be responsible for billing or collecting any account.
10. Assignment. City/FD shall not assign or subcontract its rights or responsibilities under this Agreement without EMSOC's review and recommendation to the City and County and the expressed written permission of the City and County.
11. Rates and Rate Changes. City/FD shall charge all patients according to a schedule of rates recommended by the EMSOC and approved by the City and County. The current approved rate schedule is attached to this agreement and identified as Appendix A.
12. Term of this Agreement. The term of this Agreement shall be for three (3) years, commencing the sixth day of December, 2004, and ending on the fifth day of December, 2007. This Agreement may be amended at any time by the mutual agreement of the parties hereto. Each party shall have the right to terminate this Agreement for any reason by providing the other party with written notice sixty (60) days in advance of the date set for termination.
13. Training and Education. The City/FD will provide all necessary training and education services for its paramedics and EMT's to maintain certification and meet

all applicable state standards as required while providing services in the Rapid City service area under the terms and conditions of this Agreement.

14. Medical Control. At all times while this Agreement is in effect, the City/FD will retain a practicing board-certified emergency medical physician licensed in the State of South Dakota to serve as the medical director. The City/FD will enter into an Agreement with the medical director to develop and enforce medical protocols and standards of care for all City/FD medical personnel. The City agrees to be responsible for and pay the monthly salary or fee as compensation to the medical director for services provided.

15. Cooperative Understanding. City/FD agree to honor all existing mutual aid agreements and cooperative understandings with other public safety agencies and other duly authorized emergency medical service providers already serving a particular area within the Pennington County. City/FD also agree to enter into new agreements/cooperative understandings as approved by the EMSOC provided however, that such agreements do not increase City/FD cost of operations or affect the quality of emergency medical services. The City and County agree to provide written disclosure at the time of execution of this Agreement of all such existing mutual aid agreements and cooperative understandings.

16. Insurance Requirements.

A. City/FD and County mutually agree to maintain their own separate insurance policies covering the following: Commercial General Liability, Commercial Automobile Insurance, Worker's Compensation Insurance, and Professional Liability Insurance. The City agrees that it will maintain policies of insurance as noted above covering its officers, agents, employees, vehicles, equipment, etc. utilized in any fashion to carry out the terms and conditions of this

agreement. To the extent that County agents, officers, employees, and/or equipment/vehicles are utilized to carry out any term or condition of this agreement, the County agrees to maintain insurance policies as listed above to cover the same.

17. Hold Harmless.

A. The City agrees to hold harmless and indemnify the County, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the City/FD performing services hereunder.

This section does not require the City to be responsible for or defend against claims or damages arising solely from errors or omissions of the County, its officers, agents, or employees.

B. The County agrees to hold harmless and indemnify the City, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of the County performing services hereunder.

This section does not require the County to be responsible for or defend against claims or damages arising solely from errors or omissions of the City/FD, its officers, agents or employees.

18. Compliance with Law. In providing the ambulance service described in this agreement, City/FD agrees to fully comply with all applicable federal, state, and local laws and regulations pertaining to the licensing provision, records keeping, and operation of ambulances, personnel, and services.

This agreement is subject to and shall be interpreted under the laws of the State of South Dakota.

19. Severability. If any clause, sentence, paragraph, or part of this agreement, or application thereof to any person or circumstance, shall for any reason be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not effect, impair, or otherwise invalidate the remainder of this agreement.

20. Entire Understanding. This agreement, including its references to appendices, contains the entire understanding of the parties, and there are no other conditions or terms, oral or written, concerning or controlling this matter.

WITNESSETH, the parties hereto execute this agreement on the _____ day of _____, 2004.

CITY OF RAPID CITY

By: _____
Jim Shaw, Mayor

COUNTY OF PENNINGTON

By: _____
Ken Davis, Chairperson

ATTEST:

Finance Officer

(SEAL)