

AGREEMENT FOR AMBULANCE TRANSPORT SERVICES BETWEEN THE CITY OF RAPID CITY AND AIR METHODS

This Agreement is entered into by and between the City of Rapid City's Department of Fire and Emergency Services (hereinafter the "City") and Air Methods, d/b/a Black Hills Life Flight, which is located at 4025 LaCroix Ct., Rapid City, SD 57703 (hereinafter "Air Methods").

RECITALS:

WHEREAS, Air Methods provides air ambulance services for a large geographic area, including Rapid City; and

WHEREAS, the City provides exclusive ground ambulance services for Rapid City and contract ground services for areas outside of Rapid City; and

WHEREAS, the City has been providing Black Hills Life Flight patients ground ambulance transport from Rapid City Regional Airport to Rapid City Regional Hospital; and

WHEREAS, the original agreement to provide Black Hills Life Flight patients ground ambulance transport was with Rapid City Regional Hospital; and

WHEREAS, Rapid City Regional Hospital has transferred operation of Black Hills Life Flight to private contractors; and

WHEREAS, Air Methods is the current operator of Black Hills Life Flight; and

WHEREAS, The original agreement to provide ground ambulance services has expired and there is currently no agreement in place with Air Methods; and

WHEREAS, the City and Air Methods desire to continue the ambulance transport services between the parties.

NOW THEREFORE, BE IT AGREED by the City and Air Methods that the City continue to provide ground ambulance services for Air Methods patients under the following terms and conditions:

1. The City agrees to provide an "on-duty" ambulance for use by Air Methods to transport its patients from Rapid City Regional Airport to Rapid City Regional Hospital as requested by the Air Methods transport team. The Rapid City Department of Fire and Emergency Services further agrees to have an ambulance mission ready and able to report on scene within 40 minutes of a request for service.

2. Air Methods agrees to pay the City Seventy-five (75%) percent of the Rapid City Fire and Emergency Services currently adopted Basic Life Support (BLS) rate

plus mileage. If Rapid City Fire and EMS provides transportation to an Air Methods team without transporting a patient, Air Methods agrees to pay \$75.00 per occurrence. Such transport is not guaranteed and is dependant on the availability of Rapid City Fire and Emergency Services to meet such a request. All fees generated will be billed by Rapid City Fire and Emergency Services directly to Air Methods and are due within 30 days. Air Methods further agrees to provide any information necessary for the Rapid City Department of Fire and Emergency Services' reports and/or documentation.

3. Air Methods staff shall schedule all ground ambulance transports by contacting the City/County Dispatch Center at 605-394-4139. Air Methods agrees to make every attempt to provide as much advance notice of patient transports as possible.

4. Air Methods agrees to provide licensed, certified support personnel in the number and with the qualifications necessary for the circumstances as determined by the patient's physician or Air Methods medical director. Air Methods personnel agree to adhere to all Rapid City Department of Fire and Emergency Services safety policies while being transported by the City.

5. Air Methods agrees to provide portable medical support equipment and supplies for use during the transport as required as determined by the transport personnel, the patient's physician, or Air Methods medical director for the type of patient being transported.

6. In the event of a major disaster, as declared by an appropriate emergency management authority, Air Methods patients will be triaged along with all other requests for medical assistance outside of the actual incident. Additional advance notice of a request for a transfer will be helpful in the disaster planning and implementation process. In the event of a system-wide call for service overload, every effort will be made to assign the first available ambulance to the Air Methods transport.

7. Air Methods will maintain an event record containing the date, times, sending and receiving facility, patient and crew names for each transport, and will permit Rapid City Department of Fire and Emergency Services to review such records upon reasonable request.

8. Each party agrees that they will acquire patient information deemed confidential. Both parties agree to safeguard the privacy of any personally identifiable health information regarding a patient. Such information may be disclosed only to authorized individuals and only in accordance with state and federal rules and regulations. The parties will each maintain its patient records and information in an accurate and timely manner and shall ensure timely access by patients to the records and information that pertains to them. The parties shall abide by all state and federal rules and regulations pertaining to confidentiality and disclosure of mental health records, medical records, and other patient information. A HIPAA business agreement shall be entered into between both parties for the purpose of sharing patient information.

9. Each party agrees at no cost or expense to the other, to carry a policy or policies of professional liability insurance issued by insurance carriers licensed or authorized to conduct business in South Dakota and with commercially reasonable limits. Liability insurance shall be provided in an amount of not less than three million dollars (\$3,000,000) or such larger sum as may be required by a governmental agency. Each party agrees to furnish to the other upon request a certificate of insurance to evidence the insurances required by this section. Failure to maintain the required insurance coverage listed here shall be grounds to terminate this agreement immediately and pursue any and all other remedies either party may have.

10. In addition to the insurance requirements contained in Paragraph 10, the parties shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law. The parties acknowledge that while performing any services under this Agreement, the employees of Air Methods are not officers, agents or employees of the City nor are any City employees to be considered officers, agents, or employees of Air Methods. Any and all claims which may arise under the Workers' Compensation Act of the State of South Dakota on behalf of any employee of the parties during the course of services performed under this agreement shall be the sole responsibility of the party actually employing that individual.

11. Both parties shall each promptly notify the other in the event either learns of any threatened or actual litigation in which it is a party defendant in a case which involves services provided under the agreement. Within fifteen (15) calendar days after being served with a summons, complaint, or other pleading which has been filed in any federal or state courts, or with any administrative or regulatory agency, or after receiving notice of threatened litigation, the party so served or notified shall deliver copies of such documents to the other party.

12. If any section(s), or provision of this agreement are declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this agreement if they can be given effect without the invalid section(s) or provisions.

13. This agreement can only be amended in writing by the consent of all the parties hereto.

14. The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued and litigated in the Circuit Court for the Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

15. The initial term of this Agreement shall be one year from the date it has been approved by both parties. After the initial term, the Agreement shall remain in full force and effect until either party provides forty-five (45) day written notice to the other party of its intent to terminate the Agreement.

Dated this _____ of January, 2008.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(SEAL)

AIR METHODS

Chris Clark, Director

State of South Dakota)
) SS.
County of Pennington)

On this the ___ day of _____, 2008, before me, the undersigned officer, personally appeared Alan Hanks and Jim Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

State of South Dakota)
)SS.
County of Pennington)

On this ____ day of _____, 2008, before me, the undersigned officer, personally appeared _____, who acknowledged themselves to be the _____ of Air Methods and that as such, being duly authorized so to do, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, State of South Dakota

[SEAL]

My Commission Expires: