

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, Air Methods, under their Air Ambulance license, are able to provide a ground component to their fixed wing aircraft, and

WHEREAS, the City has been providing Air Methods patients ground ambulance transport from Rapid City Regional Airport to Rapid City Regional Hospital; and

WHEREAS, the original agreement to provide ground ambulance services has expired; 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 will 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 to transport Air Methods patients from Rapid City Regional Airport to Rapid City Regional Hospital and Rapid City Regional Hospital to Rapid City Regional Airport 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. Air Methods patients will be triaged just as any request for service would be triaged.
2. The City agrees to bill Air Methods patients for the ground portion of the transport with no liability from Air Methods.

3. If Rapid City Fire and Emergency Services provide transportation to an Air Methods team without transporting a patient, Air Methods agrees to pay seventy five dollars (\$75.00) per occurrence.
4. Air Methods 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.
5. Air Methods agrees to provide licensed, certified support personnel in the number and qualifications as mandated by 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.
6. 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 patients' physician, or Air Methods Medical Director for the type of patient being transported.
7. 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 patient 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 record, medical records and other patient information. A HIPPA business agreement shall be entered into between both parties for the purpose of sharing patient information.
8. 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 per claim / \$3,000,000 aggregate) or such larger such larger sum as may be required by a governmental agency. Each party agrees at no cost or expense to the other, to carry a policy or policies of General Liability insurance with commercially reasonable limits. Rapid City Department of Fire

and Emergency Services shall provide evidence of auto insurance for all vehicles provided for use under this agreement. 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.

9. In addition to the insurance requirement in paragraph 8, the parties shall procure and maintain workers' compensation and employers' liability insurance as required by state law. The parties agree 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 the individual.
10. 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 state or federal courts, or with any administrative or regulatory agency, or after receiving notice of threatened litigation, the party served or notified shall deliver copies of such documents to the other party.
11. If any section(s), or provisions 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 invalid section(s) or provisions.
12. This agreement can only be amended in writing by the consent of all parties hereto
13. 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 have its venue and litigation in the Circuit Court for Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

14. 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.

INDEMNIFICATION AND RESPONSIBILITY.

15. Air Methods agrees to indemnify and hold harmless the City, its directors, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses, based upon or rising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of Air Methods.
16. The City agrees to indemnify and hold harmless Air Methods, its directors, officers, employees, agents, representatives, successors, assigns and sub-contractors from and against claims, demands, actions, settlements or judgments, including reasonable attorney's fees and litigation expenses, based upon or rising out of the activities described in this Agreement where such claims, demands, actions, settlements or judgments relate to the negligence, actions or omissions of the City.
17. Neither Air Methods nor the City shall indemnify the other Party for any claim resulting from the willful or intentional acts of the other Party, its agents, employees or subcontractors.
18. Upon written request by a party entitled to indemnification pursuant to this agreement (the "Indemnitee"), the other party (the "Indemnitor") shall pay the reasonable expenses incurred in defending any claim in advance of its final disposition.
19. USAir Methods or the City shall promptly notify the other Party of the existence of any claim, or the threat of any claim, based upon or arising out of the activities described in this Agreement.
20. In the event of a claim as described above, the Indemnitee at its option and cost, shall have the right to defend the claim with counsel of its choice, reasonably acceptable to Indemnitor, and the Indemnitee, at its option, shall have the right to settle any claim after obtaining the consent of the Indemnitor, such consent not to be unreasonably withheld; provided that the Indemnitor shall at all times also have the right to participate fully in the defense and

settlement of the claim. Each Party shall cooperate and comply with all reasonable requests that the other Party may make in connection with the defense and settlement of a claim.

21. The obligations of this Section shall not limit or exclude any rights, indemnities or limitations of liability to which Air Methods or the City may otherwise be entitled.
22. The Indemnification Obligations shall continue after the termination of this Agreement for issues that occurred during the term of this Agreement, and all rights associated with the Indemnification Obligations shall inure to the benefit of the successors or assigns of Air Methods and the City.

Dated this _____ of _____, 2009.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

AIR METHODS

By: _____
Its: _____

State of South Dakota)
 ss.
County of Pennington)

On this _____ day of _____, 2009, before me, the undersigned officer, personally appeared Alan Hanks and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City and that he, as such Mayor and Finance Officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Rapid City.

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

Notary Public, South Dakota

My Commission Expires:
(SEAL)

State of South Dakota)
ss.
County of Pennington)

On this the ____ day of _____, 2009, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged themselves to be the _____ of Air Methods and as such, being duly authorized to do so, executed the foregoing instrument for the purposes herein contained.

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

Notary Public, South Dakota

My Commission Expires:
(SEAL)