

AGREEMENT FOR PARAMEDIC INTERCEPT SERVICES

This Agreement for Paramedic Intercept Services ("Agreement") is entered into as of the _____ day of _____, 2003 ("Effective Date"), by and between Keystone Ambulance Service ("Transport Agency") of Keystone, South Dakota and Rapid City Dept of Fire and Emergency Services (RCF&ES) of Rapid City, South Dakota with reference to the following recitals:

RECITALS

- A. Rapid City Dept of Fire and Emergency Services is a provider of advanced life support services ("ALS Services") that employs licensed or certified paramedics to provide such services.
- B. Transport Agency is a provider of basic life support ambulance services ("BLS Ambulance Services") that operates in the Keystone, South Dakota service area ("Service Area").
- C. From time to time, Transport agency may within their service area request that Rapid City Dept of Fire and Emergency Services provide paramedic personnel to render ALS services to augment BLS Ambulance Services rendered by Transport Agency. The delivery of ALS services and associated services as specified in the Agreement shall be referred to herein as "Paramedic Intercept Services".
- D. Transport Agency desires that Rapid City Dept of Fire and Emergency Services is willing to perform, Paramedic Intercept Services pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. Paramedic Intercept Services.

Upon request by Transport Agency, subject to the availability of its resources and the other terms and conditions hereof, Rapid City Dept of Fire and Emergency Services may provide Paramedic Intercept Services. "Paramedic Intercept Services" as referred to herein shall consist of delivering a paramedic to the scene of an incident or at such other rendezvous point as Rapid City Dept of Fire and Emergency Services may agree to, and the rendering of such ALS Services (including a paramedic assessment and ALS drugs or supplies) as the paramedic may deem necessary or appropriate, subject to medical control.

2. Services Rendered to Beneficiaries of Public Programs.

- a. Rapid City Dept of Fire and Emergency Services shall bill Transport Agency for all Paramedic Intercept Services rendered to beneficiaries of Medicare, Medicaid, Champus and other state, federal, or local public reimbursement programs (collectively, "Public Programs") based on the rates set forth on Exhibit A hereto. Transport Agency shall make payment in accordance with the terms set forth therein,
- b. Transport Agency may bill Public Programs of patients covered thereby ("Public Program Patients") for ALS Services rendered by Rapid City Dept of Fire and Emergency Services in accordance with all applicable local, state, and federal rules and regulations and the rules of the applicable Public Program. Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of claims. Transport Agency shall use its own provider number in the submission of claims and under no circumstance shall Transport Agency utilize Rapid City Dept of Fire and Emergency Services' provider number for any purpose without express written consent of Rapid City Dept of Fire and Emergency Services.

3. Services Rendered to Private Pay Patients and Private Payers.

- a. Rapid City Dept of Fire and Emergency Services may, in its discretion, bill patients other than Public Program Patients ("Private Patients") and may bill the third party payers of such patients. ("Private Payers") at Rapid City Dept of Fire and Emergency Services' usual and customary rates for Paramedic Intercept Services.
- b. Transport Agency shall not bill any Private Patients or Private Payer for ALS or Paramedic Intercept Services rendered by Rapid City Dept of Fire and Emergency Services, except with Rapid City Dept of Fire and Emergency Services' express written consent. In the event any Private Patient or Private Payer remits payment to Transport Agency for Paramedic Intercept or ALS Services, Transport Agency shall remit such payment and a copy of any supporting documentation submitted with the claim to Rapid City Dept of Fire and Emergency Services with thirty (30) days of receipt.

4. Limitation of Liability.

Notwithstanding any other provision of this Agreement or any policy or protocol of Transport Agency, or any Dispatch Agency, Rapid City Dept of Fire and Emergency Services' obligations hereunder shall be subject to the availability of qualified paramedic personnel, supplies, and transportation, as determined by Rapid City Dept of Fire and Emergency Services in its sole discretion in light of other actual and anticipated needs for its services. In the event Rapid City Dept of Fire and

Emergency Services determines that it lacks qualified paramedic personnel or transportation to deliver such personnel to the scene of an incident, or lacks supplies required for Paramedic Intercept Services, it shall have no responsibility or liability to Transport Agency, the patient or any third party.

5. Term and Termination.

- a. The initial term of this Agreement shall be one (1) year, renewable each year on the effective date. This Agreement may be terminated without cause by either party upon thirty (30) days written notice.
- b. This Agreement may be terminated for cause in the event of material breach by the other party and failure to cure such breach within ten (10) days of written notice specifying such breach.
- c. This Agreement may be terminated immediately upon notice by either party upon the occurrence of any of the following to the other party: (a) loss of its license or Medicare or Medicaid certification: (b) material diminution or loss of the insurance required under section six (6) or (c) the filing of a voluntary petition in bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.
- d. In the event of termination of this Agreement, Rapid City Dept of Fire and Emergency Services shall have no further obligation to provide Paramedic Intercept Services hereunder: Provided, however, that if Rapid City Dept of Fire and Emergency Services shall nevertheless provide such services at the request of Transport Agency or any Dispatch Agency, Sections 2, 3, 4, and 6 of this Agreement shall apply to such services.

6. Insurance.

At all times during the term of this Agreement, each party shall maintain general and professional liability insurance coverage in a minimum amount of one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the annual aggregate, providing coverage for the negligent acts or omissions of such party and its employees and agents. In the event such coverage is provided under a "claims made" policy, such coverage shall remain in effect (or the covered party shall procure equivalent "tail coverage") for a period of not less than five (5) years following termination of the Agreement.

7. No Influence on Referrals.

It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended

referral by either party of patients to the other party or its affiliated providers, if any, or purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the service provided.

8. Miscellaneous Provisions.

- a. It is mutually agreed that Rapid City Dept of Fire and Emergency Services is and at all times shall be acting as an independent Contractor. Transport Agency shall neither have nor exercise any control or direction over the methods by which Rapid City Dept of Fire and Emergency Services and its employees shall perform their duties arising hereunder.
- b. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of services if served personally on the party to whom notice is to be given, or the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

1. If to Rapid City Dept of Fire and Emergency Services

Rapid City Dept of Fire and Emergency Services
10 Main Street
Rapid City, SD 57701
Attn: EMS Coordinator

2. If to Keystone:

Keystone Ambulance Service
Box 175
Keystone, SD 57751

Any party may change their address for the purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

- c. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.
- d. This Agreement (including the Exhibits attachments thereto, which are incorporated herein by this reference) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment.

- e. Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.
- f. Each individual executing this Agreement on behalf of any entity, which is a party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its Name as of the date set forth below.

Date: _____ Rapid City Dept of Fire and Emergency Services:
By: _____

Title: _____

Date: _____ City of Rapid City
By: _____

Title: _____

Date: _____ City of Rapid City
By: _____

Title: _____

Date: _____ Keystone Ambulance Service
Transport Agency:
By: _____

Title: _____

EXHIBIT A
Paramedic Intercept Fees for Public Program Patients

Transport agency shall pay Rapid City Dept. of Fire and Emergency Services \$100.00 for each Paramedic Intercept Service rendered to a Public Program Patient. Payment by Transport Agency shall be conditioned on receipt of reimbursement by Transport Agency.

Transport Agency shall be obligated to pay Rapid City Dept, of Fire and Emergency Services for Paramedic Intercept of Medicare, Medicaid, Champus, or Public Program Patients within ninety (90) days of Transport Agency billing. Transport Agency shall make every effort in their power to collect said bills. Transport Agency will assign to Rapid City Dept, of Fire and Emergency Services any unpaid bills along with documentation to Rapid City Dept, of Fire and Emergency Services for collection purposes.