

AGREEMENT FOR PARAMEDIC INTERCEPT SERVICES

(Rapid City Dept. of Fire and Emergency Services Bills Transport Provider for ALL Intercepts, including both Public Program Patients and Private Patients/Payers; Transport Provider Bills All Payers and Patients)

This Agreement for Paramedic Intercept Services ("Agreement") is entered into effective as of the December 1, 2005 ("Effective Date"), by and between Rapid City Department of Fire and Emergency Services (RCF&ES), and Keystone Ambulance Service ("Transporting Agency"), with reference to the following recitals:

Recitals

- A. Rapid City Department 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 area ("Service Area").
- C. From time to time, Transport Agency or an agency that dispatches emergency medical services ("Dispatch Agency") within the Service Area may request that RCF&ES provide paramedic personnel to render ALS Service to augment the BLS Ambulance Services rendered by Transport Agency. The delivery of ALS Services as specified in this Agreement shall be referred to herein as "Paramedic Intercept Services."
- D. Transport Agency desires that RCF&ES perform, and RCF&ES 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 or Dispatch Agency, subject to the availability of its resources and the other terms and conditions hereof, RCF&ES 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 RCF&ES may agree to, and the rendering of such ALS Services (including a paramedic assessment and ALS drugs or supplies) as the paramedic may deem appropriate, subject to applicable medical control.

2. Billing for Paramedic Intercept Services.

- a. RCF&ES shall bill Transport Agency for all Paramedic Intercept Services rendered to patients based on the rates set forth on Exhibit A hereto. Transport Agency shall pay such invoices within sixty (60) days of the date thereof.
- b. Transport Agency may bill patients or their third party payors for ALS Services rendered by RCF&ES in accordance with all applicable local, state and federal rules and regulations, and the rules of any applicable third party payor. Transport Agency shall be solely responsible for compliance with such rules and regulations in the creation and submission of its claims.

3. Limitations of Liability.

Notwithstanding any other provision of this Agreement or any policy or protocol of Transport Agency or any Dispatch Agency, RCF&ES shall only provide Paramedic Intercept Services if it determines in its sole discretion that it has qualified paramedic personnel, equipment, supplies and transportation available to do so, in light of other existing and anticipated needs. In the event RCF&ES determines that it lacks qualified paramedic personnel, equipment, supplies or transportation to provide Paramedic Intercept Services, it shall have no responsibility or liability to Transport Agency, the patient or any third party.

Term and Termination.

- a. The initial term of this Agreement shall be one year, commencing as of the Effective Date. Thereafter, this Agreement shall automatically renew for subsequent one year periods unless terminated as set forth below.
- b. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.
- c. 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.
- d. 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 5; 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.
- e. In the event of termination of this Agreement, RCF&ES shall have no further obligation to provide Paramedic Intercept Services hereunder; provided, however, that if RCF&ES shall nevertheless provide such services at the request of Transport Agency or any Dispatch Agency, Sections 2, 3 and 5 of this Agreement shall apply to such services.

4. 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 this Agreement.

5. 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 the 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 services provided.

6. Miscellaneous Provisions.

- a. RCF&ES agrees not to differentiate or discriminate in its provision of Paramedic Intercept Services because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age.
- b. It is mutually agreed that RCF&ES 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 RCF&ES and its employees shall perform their duties arising hereunder.
- c. 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 service if served personally on the party to whom notice is to be given, or on 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:

If to Rapid City Department of Fire and Emergency Services:

Rapid City Department of Fire and Emergency Services
10 Main Street
Rapid City, SD 57701
Attention: EMS Chief Michael Thompson

If to Transport Agency:

Keystone Ambulance Service
PO Box 175
Keystone, SD 57751
Attention: Ambulance Service Director

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

- d. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.
- e. This Agreement (including the Exhibit 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.
- f. Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.
- g. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

- h. Neither party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- i. The prevailing party in any legal action arising from this Agreement shall be awarded attorneys' fees and costs of all such arbitration or action.
- j. 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.

CITY OF RAPID CITY
 RAPID CITY DEPARTMENT OF FIRE & EMERGENCY SERVICES:

Date: _____ By: _____
 Title: _____
 Date: _____ By: _____
 Title: _____
 Date: _____ By: _____
 Title: _____

TRANSPORT AGENCY:

Date: Dec. 5, 2005 By: Joan C. Struble
 Title: Director

EXHIBIT A

Paramedic Intercept Fees

Paramedic Intercept Flat Rate\$100.00