



Yellowstone County

911-Emergency Ambulance Response Zone

Service Agreement

This Ambulance Response Zone Service Agreement (“*Agreement*”) is entered into this [] day of [] (the “*Effective Date*”), by and between **SCL Health – Montana** (“*Ambulance Provider*”), and **Yellowstone County**, a political subdivision of the State of Montana (“*County*”).

WHEREAS, pursuant to the authorities of MCA, the County is authorized to organize, coordinate, and otherwise provide for emergency ambulance responses within any area of Yellowstone County outside of municipal boundaries or other legal entities which have established rural ambulance services, and through its 911 Public Safety Answering Point (“*City/County Dispatch*”), and there are various agencies wishing to become emergency ambulance providers within various areas of rural Yellowstone County;

WHEREAS, the Ambulance Provider is a duly and appropriately licensed ambulance provider, documents to be provided by the Ambulance Provider and inspected by the County, as attachment to this Agreement, and has the necessary equipment, training, staff, and expertise to provide such emergency ambulance services in accordance with this Agreement;

WHEREAS, on the terms and subject to the conditions set forth herein, Yellowstone County desires to organize, coordinate, and retain rural emergency ambulance services, and this Ambulance Provider desires to be retained by the County as the preferred provider of emergency ambulance services with respect to the provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

RESPONSIBILITIES OF THE AMBULANCE PROVIDER

- 1.1. Preferred Provider; Provision of Services. The Ambulance Provider is hereby designated by the County to be the preferred provider of emergency ambulance services within the County’s “East Zone” ambulance service area. The Ambulance Provider agrees to provide emergency ambulance services in the answering of all 911 calls made to the Yellowstone City/County Dispatch to patients within the zone, and within and compliant to the terms and conditions set forth herein. The Ambulance Provider shall maintain sufficient ambulances and staffing to service the reasonable needs of the County within the zone on a twenty-four (24) hour a day basis, each day of the calendar year.

1.2. Timeliness of Service. The Ambulance Provider shall provide all emergency ambulance services hereunder on a timely basis. The Ambulance Provider shall be in compliance with this Section 1.2 so long as:

- a. Dispatch Call-Basic Life Support: For those calls taken by City/County Dispatch and coded as basic life support or “BLS,” the Ambulance Provider will be en route from time of call, plus no more than 3 minutes, no less than 95% of the time. Calls with en route times of greater than 5 minutes must be reported to City/County Dispatch.
- b. Dispatched Call-Advanced Life Support: For those calls taken by City/County Dispatch and coded as advanced life support or “ALS,” the Ambulance Provider will be en route from time of call, plus no more than 1 minute, no less than 95% of the time. Calls with en route times of greater than 1 minute must be reported to City/County Dispatch.
- c. Dispatched Call-No Code to Stage: For those calls taken by City/County Dispatch and coded as “no-code to stage,” the Ambulance Provider will be en route from the time of call, plus no more than 5 minutes, no less than 95% of the time. Calls with en route times of greater than 5 minutes must be reported to City/County Dispatch.
- d. Delayed: In the event that a response by the Ambulance Provider is to be delayed, for whatever reasons, the Ambulance Provider will immediately, and without delay, notify the City/County Dispatch Center of such delay with an estimated time of en route, and from what physical location the Ambulance Provider’s unit will be en route from, at that estimated time.
- e. Divert: In the event that a response to a call placed by the County is delayed, as notified by the Ambulance Provider pursuant to Item D above, and if another ambulance provider’s unit, regardless of affiliation, is physically more proximate than this Ambulance Provider’s unit, the City/County Dispatch may reallocate the call to send the more proximate unit.
- f. Intervals: The Ambulance Provider shall use commercially reasonable efforts to meet the response-time performance standards described in this Section. These standards represent operational goals and reporting thresholds, not guaranteed response times or contractual conditions, and failure to meet such standards shall not constitute a breach of this Agreement.

1.3. Mode of Response. The mode of response, to mean the utilization and manner of use of emergency lighting and audible warning devices, during transit by the Ambulance Provider’s personnel, shall occur subject to the Ambulance Provider’s policies and protocols except when City/County Dispatch indicates that a response is “no-code to stage” at which time the Ambulance Provider will respond without the utilization of lights and audible warning devices. The County expects such policies and protocols to be within the limitations prescribed by Montana Code Annotated, and the County shall not be held responsible for the individual operation of any of the Ambulance Provider’s units.

1.4. Incident Staffing and Coordination. The Ambulance Provider will be responsible for determining the number and types of ambulances necessary for any given call, in coordination with City/County Dispatch and other first responders, requiring ambulance transport services within the zone, and will be responsible for obtaining the number and type of ambulances necessary to adequately provide standard levels of care to those involved. The Ambulance Provider may form reciprocal or other arrangements to satisfy this need.

1.5. Communication Procedures. The Ambulance Provider will comply with the following minimum communication procedures as it regards standard communication between the Ambulance Provider and county emergency response personnel:

a. Radio Communication Channels: The Ambulance Provider will ensure that each unit considered for the dispatch to county medical calls will maintain the radio channels referred to as DES West, DES East, DES Greeno, DES Custer, White, Tan, Gold, Neon, Red.

b. Dispatching of Emergency Call to the Ambulance Provider: The Ambulance Provider will be alerted by City/County Dispatch of emergency calls requiring one or more of the Ambulance Provider's units within the zone by 1) CAD Alert and 2) radio page on DES Channels. It is expected that the Ambulance Provider will monitor those sources of alerting for emergency calls.

c. Acknowledgement of Call: The Ambulance Provider will, upon receiving the alert, radio or phone confirm with City/County Dispatch the receipt of the alert and their intent to form response and provide the unit number responding or, if delayed, informed of the delay according to 1.2.C above. If no acknowledgement of the call is received within 3 minutes of the first alert, a second alert will be sent via the same sources. If no acknowledgement is received, then, the provisions of 1.2.d would apply.

d. Unit Status During Dispatch Time: The Ambulance Provider will, after acknowledging the receipt of a call, maintain communication with City/County Dispatch and provide updates when and what the unit(s) are en route along with an ETA, when the unit(s) are on-scene, and when and where the units are transporting how many patients. When the unit is clear of the call and available for another, the unit will notify City/County Dispatch that such unit(s) are again available for the call.

1.6. Exigent Circumstances. The Ambulance Provider agrees that its deployment is subject to the County's Emergency Operations Plan and dispatching policies as such. Upon the occurrence of any significant incident, emergency, or disaster, during which the County Emergency Operations Plan is activated at any level, the Ambulance Provider may be called upon to provide services in areas outside of the assigned zone. In such instances, the Ambulance Provider shall use commercially reasonable efforts to provide what services it can to the County and as requested and able. The time terms of this Agreement, in these instances, shall not apply.

1.7. Certifications and Licenses. The Ambulance Provider shall maintain all certifications and licenses required by state or local governmental authorities in connection with the provision of emergency ambulance services.

1.8. Qualifications of Personnel. All personnel employed by the Ambulance Provider in connection with the furnishing of emergency ambulance services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state and federal laws.

1.9. Documentation. The Ambulance Provider shall provide to the County, upon reasonable written request, documentation sufficient to verify that its personnel and operations meet applicable licensure and certification requirements. The County's right to request documentation shall be limited to verification of compliance with state and local EMS regulations and shall not include internal personnel files or proprietary operational materials.

1.10. Insurance. During the Term of this Agreement, the Ambulance Provider shall maintain, at its own cost and expense, professional liability insurance and comprehensive general liability insurance in such amounts as may be required by applicable law or otherwise at its own discretion when the law is silent. The Ambulance Provider shall provide the County with satisfactory evidence of such insurance upon request.

1.11. County Notification and Ambulance Provider Participation. The Ambulance Provider shall keep the County advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Ambulance Provider's obligations under this Agreement. The Ambulance Provider agrees to meet with the County on an as needed basis to review such policies, procedures and activities. The Ambulance Provider agrees to participate, to the extent such is relevant, in County planning meetings regarding relevant topics for which may affect the Ambulance Provider.

1.12. Patient Valuables. The Ambulance Provider shall document the receipt of any patient's valuables, shall assure custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility. The County will not be held responsible for patient property in any case.

1.13. Rights of Patients for Emergency Ambulance Services. The Ambulance Provider agrees that it shall not discriminate in the provision of emergency ambulance services on the basis of a patient's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis, including, without limitation, the filing by a person of any complaint, grievance, or legal action against the Ambulance Provider.

1.14. Standard of Care. The Ambulance Provider shall use reasonable managerial and supervisory efforts to ensure that all emergency ambulance services are provided in an orderly and efficient manner and in accordance with applicable laws, rules, regulations, professional standards, and licensure requirements. Upon reasonable written request by the County, the Ambulance Provider shall provide the County with documentation sufficient to verify compliance with this Section; provided, however, that any such documentation shall be produced in a manner consistent with applicable privacy, confidentiality, HIPAA, medical-privacy, and attorney-client

or other legal privilege protections, and shall not include internal personnel files, proprietary materials, or records not reasonably necessary to verify such compliance.

1.15. Specialized Care/Events. Upon written request from the County, and subject to available qualified personnel, the Ambulance Provider may furnish specialized care or standby services for special events. Such services shall not impair required emergency response capabilities, and the County shall be responsible for any additional costs unless otherwise agreed in writing. All services shall comply with applicable privacy and confidentiality laws, and no PHI shall be disclosed except as permitted by law.

ARTICLE II RESPONSIBILITIES OF THE COUNTY

2.1. Preferred Provider. The Ambulance Provider is hereby designated by the County to be the preferred provider of emergency ambulance services within the County's "East Zone" ambulance service area. The County agrees to organize the dispatch of the Ambulance Provider's emergency ambulance services in the answering of all 911 calls made to the Yellowstone City/County Dispatch to patients within the zone, and within and compliant to the terms and conditions set forth herein. The Ambulance Provider will be notified of all such calls requiring emergency ambulance services within the zone on a twenty-four (24) hour a day basis, each day of the calendar year.

2.2. Ambulance Provider Notification. The County shall keep the Ambulance Provider advised of its policies, procedures and activities to the extent the same are relevant to the performance of the Ambulance Provider's obligations under this Agreement. The County agrees to meet with the Ambulance Provider on an as needed basis to review such policies, procedures and activities, or no less than once annually.

2.3. Payment of Services. There will be no payment of expenses or changing hands of public funding for the purposes noted within the context of this Agreement. Nothing herein prevents the Ambulance Provider from seeking financial support from existing other fire and rescue entities within the assigned, or any other, zone within the geographical boundaries of Yellowstone County so long as the purposes of this Agreement remain in place.

2.4. Preferred, but Non-Exclusive Provider. The County and the Ambulance Provider acknowledge and agree that this Ambulance Provider is not the exclusive provider of emergency ambulance services within the areas subject to the jurisdiction of Yellowstone County for these purposes. Subject to the provisions and intent of this Agreement, the County retains sole and absolute discretion to use this Ambulance Provider or another ambulance provider. Nothing herein prevents the Ambulance Provider from approaching the County seeking greater levels of coverage or responsibility.

2.5. Further Contracts/Agreements. During the Term hereof, the County agrees that it shall not enter into any contract or agreement for the provision of like services on terms that are more favorable to another ambulance provider than the terms set forth herein (e.g., at a compensated rate, county subsidy, etc.). During the Term hereof, the County further agrees that it shall not designate any other ambulance provider as a preferred provider of emergency ambulance services

within the assigned zone without good and sufficient cause, such as failure to act, repeated delays, patient care and services, interaction with other responders, or like concern which otherwise is not remedied. For clarity, nothing in this Section shall be construed to require the County to provide any subsidy, payment, or other remuneration to the Ambulance Provider, nor to restrict the County's ability to comply with applicable procurement or public-safety laws.

2.6. Supervision of Emergency Services. The County performs supervision over emergency services within the geographical boundaries of the county and to the extent law provides for the same. Conflicts, issues, coordination, and facilitation of emergency services within such areas and instances remain the sole and absolute discretion of the County. As or if such issues were to arise within the context of this Agreement, the County and the Ambulance Provider shall cooperate in good faith to resolve such issues using reasonable means to facilitate the continuance of this arrangement. The County's supervisory discretion shall not require the Ambulance Provider to act in a manner inconsistent with applicable law, medical direction, clinical protocols, licensure requirements, or patient safety.

ARTICLE III TERM AND TERMINATION

3.1. Term and Review. The term of this Agreement (the "*Term*") shall commence on the Effective Date and shall continue in full force and effect for a period of ten (10) years thereafter, unless earlier terminated in accordance with this Agreement.

3.2. Renewal. Provided this Agreement has not otherwise been terminated pursuant to this Agreement, the Term shall automatically be extended for successive one (1) year periods, unless a party delivers written notice to the other party of its intention not to renew this Agreement, which notice must be delivered not more than one hundred twenty (120) days nor less than forty five (45) days prior to expiration of the then-current Term.

3.3. Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. Notwithstanding the foregoing, if the breach is not reasonably curable within thirty (30) days, the breaching party shall have such additional time as is reasonably necessary to cure the breach, provided it begins cure within the original thirty (30) day period and diligently continues to completion.

3.4. Termination for Convenience. This Agreement may be terminated by either party, for any reason or no reason upon one hundred twenty (120) days' prior written notice to the other party.

ARTICLE IV INDEMNIFICATION, ADMINISTRATION, AND LEGAL

4.1. Indemnification by Ambulance Provider. The Ambulance Provider hereby agrees to indemnify, defend, and hold harmless the County, its officers, directors, principals, employees, agents, from and against any and all third-party claims, actions, liabilities, damages, losses and expenses, including reasonable attorney's fees and disbursements (collectively "*Losses*") incurred,

suffered, or threatened relating to, arising out of, or in connection with: (i) the willful misconduct or the negligent acts or omission of the Ambulance Provider and (ii) the Ambulance Provider's performance of its obligations under this Agreement.

4.2. Indemnification by County. The County hereby agrees to indemnify, defend, and hold harmless the Ambulance Provider, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any Losses incurred, suffered or threatened relating to, arising out of or in connection with: (i) the willful misconduct or the negligent acts or omission of the County and (ii) the County's performance of its obligations under this Agreement.

4.3. Independent Contractor. Except as may be required by the rules and regulations and law, the Ambulance Provider, in performing their respective duties under this Agreement, shall be operating as an independent contractor; and nothing in this Agreement shall be deemed or construed in any manner as establishing a joint venture, partnership, association, franchisor/franchisee or other joint business relationship between the parties.

4.4. Final Agreement; Amendments; Waivers. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment, modification or waiver of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. The waiver of any provision of this Agreement in a single instance shall not constitute a permanent waiver of such provision or a waiver of any other provision herein.

4.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including the remaining provisions, shall remain in full force and effect as if such invalid or unenforceable provision had never been included.

4.6. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by an authorized representative of the party giving such notice, and shall be delivered either in person, by certified or registered mail, return receipt requested, via facsimile (with answer back confirmation), e-mail with read receipt, or by other nationally recognized overnight courier service to the other parties at the addresses listed below:

COUNTY:
Name –
Address –
E-mail –

AMBULANCE PROVIDER:
Name –
Address –
E-mail –

4.7. Confidentiality. Each party shall maintain the confidentiality of any non-public information received from the other party in connection with this Agreement, except as required by law, including public-records laws, HIPAA, or other applicable privacy regulations.

4.8. General Compliance with Laws. Both parties will comply with all applicable federal, state, and local laws, statutes, regulations, rules, orders, and ordinances that are now in effect or

enacted, amended, or promulgated hereafter. Nothing in this Agreement is intended or shall be construed to constitute remuneration or to influence the referral of patients or business reimbursable by Federal health care programs.

4.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to its conflict of laws principles.

4.10 Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by events beyond that party's reasonable control, including but not limited to acts of God, natural disasters, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labor shortages, supply-chain disruptions, widespread communication or utility failures, or governmental orders. The affected party shall notify the other as soon as reasonably practicable and shall use commercially reasonable efforts to resume performance.

4.11 Assignment. This Agreement is not assignable without the prior written consent of the other party. Notwithstanding, the foregoing, the Ambulance Provider may assign this Agreement to its affiliate, Intermountain Medical Transport, LLC, provided that (i) the assignee assumes all of Ambulance Provider's obligations under this Agreement, and (ii) the Ambulance Provider provides County with written notice of the assignment together with a copy of the assignment document.

4.12 Miscellaneous. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by original signature, or facsimile or electronic PDF copy, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

COUNTY:
YELLOWSTONE COUNTY,
a political subdivision of the State of Montana

AMBULANCE PROVIDER:
SCL HEALTH - MONTANA,
a Montana non-profit corporation

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____