

**EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT entered into the 1<sup>st</sup> day of October, 2007, by and between the BLAINE COUNTY AMBULANCE DISTRICT, an ambulance taxing district of the State of Idaho (hereinafter "Blaine County"), and the WOOD RIVER FIRE PROTECTION DISTRICT, a fire protection taxing district of the State of Idaho (hereinafter "W.R.F.P.D").

WITNESSETH:

WHEREAS, Blaine County has established an Ambulance District under the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to establish an emergency medical service (hereinafter "EMS") to serve the area within Blaine County and to determine the manner in which that service shall be operated and, if deemed appropriate, to enter into agreements to provide such service for the county; and,

WHEREAS, Blaine County has been divided into two (2) ambulance service districts – northern and southern. The northern district comprising all of the area of Blaine County north of intersection of State Highway 75 and the Big Wood River directly south of Greenhorn Gulch to the Custer County Line and the southern district comprising all of that area south of the aforementioned intersection; and,

WHEREAS, it would be advantageous to both Blaine County, and for the Wood River Fire Protection District from both a financial and service standpoint for Blaine County to enter into an Agreement with Wood River Fire Protection District to provide Emergency Medical Service to the southern district; and,

NOW, THEREFORE, IT IS HEREBY MUTALLY AGREED between the parties as follows:

1. W.R.F.P.D. agrees to provide and maintain emergency medical service and transport ambulance service for the southern district of Blaine County and to provide cross-coverage and supplemental emergency ambulance coverage to the northern district of Blaine County when northern district ambulance service has both first line and backup ambulances unavailable.
2. W.R.F.P.D. further agrees as follows:
  - (a) To maintain the current level of care now being provided to the southern district;
  - (b) To maintain and operate radio communication equipment between their base stations and its ambulances;
  - (c) The emergency medical services provided by W.R.F.P.D. shall be on call twenty-four (24) hours a day with the ambulances to respond to all emergency medical calls;
  - (d) To provide emergency transport from the southern district of Blaine County to St Lukes / Wood River Medical Center;

**Instrument # 555796**

HAILEY, BLAINE, IDAHO

2008-02-20

12:16:00 No. of Pages: 5

Recorded for : BLAINE COUNTY COMMISSIONERS

JOLYNN DRAGE

Fee: 0.00

Ex-Officio Recorder Deputy

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- (e) To provide at least two (2) personnel on each patient transport, with the crew member delivering patient care being, at a minimum, a state certified emergency medical technician (EMT), except that with the patient's and with the patient's physician's permission, an EMT attendant shall not be required on routine, non-emergency transfer calls;
- (f) To maintain a record of each incident;
- (g) That all vehicles and equipment shall be kept in sound operating condition and maintained, operated, and equipped in compliance with all applicable laws of the State of Idaho, within the budgeted amounts provided by Blaine County;
- (h) That the equipment shall include vehicles certified by the Idaho Department of Health and Welfare, as complying with their minimum standards;
- (i) To supply rescue and extrication services that are normally performed in the scope of fire department operations;
- (j) To indemnify and hold harmless Blaine County from all liability claims or demands for any accident arising out of the operation of the service during the course of operation under the terms of this contract;
- (k) To provide sufficient training for EMT's; within the budgeted amounts provided by Blaine County;
- (l) To provide, when available, transfers from St. Lukes/WRMC to the patients home, or other destinations on a rotating basis with the northern district ambulance service, recognizing that local Emergency Medical Service staffing shall be the priority;
- (m) That W.R.F.P.D. will maintain a Total Quality Management Program including but not limited to administrative management, financial management, educational standards administration (current and continuing) and both internal and external monitoring of services provided and shall provide quarterly reports of said Program to the Blaine County Commissioners;
- (n) As provided by law, the chief or officer of the W.R.F.P.D. in charge at the scene of an emergency involving the protection for life shall have the authority to direct such operation as may be necessary to perform appropriate rescue operations consistent with the National Incident Management System (NIMS), Wood River Valley Mutual Aid Agreement and the Blaine County Emergency Operations Plan.

### 3. COMPENSATION

- (a) For the furnishing of said Emergency Medical Service, W.R.F.P.D. shall receive from Blaine County, as a base fee, the sum of SEVEN HUNDRED AND EIGHT THOUSAND, FIVE HUNDRED TWENTY EIGHT DOLLARS (\$708,528.00) for the fiscal year 2007-2008, payable in monthly installments of \$59,044.00 on the 20<sup>th</sup> day of each month commencing October, 2007.

- (b) In the event of an automatic renewal of this Agreement, and prior to the commencement of such renewal period, the parties shall negotiate in good faith the annual base fee. Blaine County shall pay W.R.F.P.D. for the furnishing of said EMS Service during the renewal period; and
- (c) In addition to said base fee to be received from Blaine County, W.R.F.P.D. shall charge patients for services rendered in accordance with the amounts scheduled in the most recent Blaine County Resolution regarding Emergency Medical Service User and Supplies fees. The fees charged the patient for services rendered shall be collected and retained by the County.
4. Subsequent to the execution of this Agreement, W.R.F.P.D. shall lease from Blaine County all equipment and apparatus related to providing emergency medical services for the nominal sum of ten dollars (\$10.00) per year. The W.R.F.P.D. shall obtain an appropriate level of insurance on said leased equipment and apparatus, subject to review and approval of the Blaine County Ambulance District Commissioners. In addition, W.R.F.P.D. shall provide an inventory list of all equipment and apparatus leased from Blaine County that exceeds a purchase value of ONE THOUSAND DOLLARS (\$1,000).
  5. W.R.F.P.D. shall lease the Ambulance District Building from Blaine County for the nominal sum of ten dollars (\$10.00) per year. W.R.F.P.D. shall maintain the building and make minor repairs thereto. W.R.F.P.D. shall pay all utility charges. Blaine County shall provide snow removal for the road and parking lot of the Ambulance District Building.
  6. W.R.F.P.D. shall submit an annual budget to the Board of Commissioners for the Ambulance District of Blaine County by the first day of June each year for the operation of the Emergency Medical Service, as well as its anticipated revenue and expenses for the coming year as required by Idaho law, from which the Agreement fee for the coming budget year will be negotiated.
  7. In the performance of this Agreement, W.R.F.P.D. is acting as an independent contractor.
  8. This Agreement shall automatically renew each year unless terminated by either party upon the giving of ninety (90) days written notice prior to June 1 of any calendar year; provided, however, that this Agreement is subject to immediate termination on written notification by Blaine County for the failure of W.R.F.P.D. to provide equipment, personnel or service in accordance with the terms of the Agreement. Upon termination of this Agreement, it is understood by the parties that any and all property, apparatus and equipment owned or purchased by either party before or during the term of this Agreement shall remain the sole property of the acquiring party.
  9. This Agreement shall not be assigned by W.R.F.P.D. without the prior written consent of Blaine County.
  10. This Agreement shall commence on October 1, 2007, and shall run one (1) year, ending at midnight on September 30, 2008.
  11. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare termination or forfeiture of this Agreement.

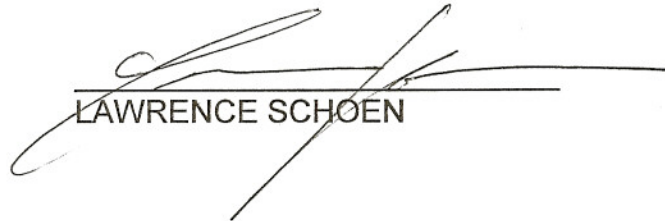
12. This Agreement constitutes the sole understanding of the parties. Any and all verbal and/or oral agreements are hereby merged into this Agreement. Any subsequent modification of this Agreement must be in writing.

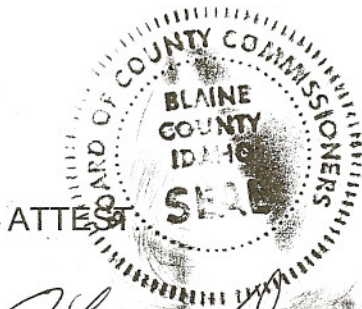
IN WITNESS WHEREOF, Blaine County has caused its name and seal to be subscribed and affixed hereto, pursuant to resolution of the Board of County Commissioners of Blaine County and W.R.F.P.D. has hereunto caused its name and seal to be affixed pursuant to resolution of the Wood River Fire Protection District Commissioners.

BLAINE COUNTY BOARD OF COUNTY COMMISSIONERS

  
TOM BOWMAN, CHAIRPERSON

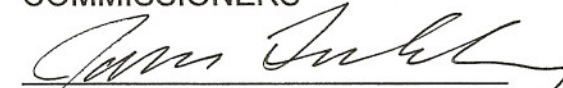
  
SARAH MICHAEL


  
LAWRENCE SCHOEN



  
JOLYNN DRAGE, CLERK

WOOD RIVER FIRE PROTECTION DISTRICT  
COMMISSIONERS

  
JAMES FREHLING, CHAIRMAN

  
JAY BAILET, SECRETARY

  
ALLEN LURAY, TREASURER

**Appendix A**  
Capital Equipment Inventory

VEHICLE INVENTORY:

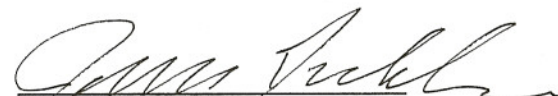
2004 Ford Type 1 Ambulance	Serial # 1FDWF37P24ED22317
2007 Ford Type 1 Ambulance	Serial # 1FDWF37P07EA66120
2000 Ford Type 1 Ambulance	Serial # 1FDWF37F8YEA81375

For Blaine County



Tom Bowman  
Blaine County Commissioner  
Chairperson

For W.R. Fire District



James Frehling  
W.R.F.P.D. Commissioner  
Chairman