

# EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT entered into the\_\_\_\_ day of\_\_\_\_\_, 2018, by and between the BLAINE COUNTY AMBULANCE DISTRICT, a legal taxing district of the State of Idaho (hereinafter “Blaine County”), and the CITY OF KETCHUM, a municipal corporation of the State of Idaho.

WITNESSETH:

WHEREAS, Blaine County has established an ambulance service district, in accordance with the provisions of Section 31-3901, et seq., of the Idaho Code, authorized to provide ambulance and emergency medical service (collectively referred to as “EMS Service”) 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 EMS Service for Blaine 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 the 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 Blaine County south of the aforementioned intersection; and,

WHEREAS, in 2000 it was determined in a comprehensive emergency medical services plan (the “EMS Plan”) the need for Blaine County to develop a model EMS delivery system to address the continued expansion of the service needs and that would fund and sustain a higher level of EMS Service for the citizens and guests of Blaine County. The EMS Plan included an operational plan for the City of Ketchum Fire Department in the northern district and Wood River Fire Protection District in the southern district to move forward in providing a higher level of EMS Service as their resources allow; and,

WHEREAS, it was advantageous to both Blaine County, and for the City of Ketchum from both a financial and service standpoint for Blaine County to enter into an Agreement with the City of Ketchum to provide EMS Service to the northern district; and,

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

1. Level of Service: During the term of this Agreement, the City of Ketchum agrees to provide and maintain paramedic level EMS Service licensed by the State of Idaho Department of Health and Welfare EMS Bureau as advanced life support level two (“ALS Level 2”) for the treatment and transport of patients from the northern district of Blaine County twenty-four (24) hours per day, seven (7) days per week.
2. Services Provided: Paramedic level EMS Service shall be provided under the terms and conditions contained herein:

- 21 In providing paramedic level EMS Service to the northern district of Blaine County twenty-four (24) hours per day, seven (7) days a week, the City of Ketchum shall respond to emergency medical service ("EMS") incidents with one (1) fully equipped ALS Level 2 licensed ambulance with a minimum of one (1) certified paramedic/firefighter and one (1) certified emergency vehicle operator/firefighter for the entire duration of the first EMS incident. In the event that additional emergency or non-emergency calls for EMS Service in the northern district are requested at any time during the duration of the first EMS incident, the City of Ketchum agrees to make every effort to provide EMS Service to all other emergency medical calls with a licensed back-up ambulance and appropriately certified EMS personnel providing a minimum of basic life support ("BLS") treatment and transport, when appropriately certified personnel are available and resources allow.
- 22 EMS Services provided are subject to the operational needs of the northern portion of Blaine County and the needs of the City of Ketchum. In this regard and when available and resources allow, the City of Ketchum will provide EMS Service to the southern district of Blaine County and other areas in the same manner in responding to emergency and non-emergency events and the needs of existing Mutual Aid Agreements.
- 23 City of Ketchum personnel (and ambulance) responding to emergency and non-emergency medical calls under this agreement shall operate as a unit of the City of Ketchum and act under the control of the most qualified medical personnel on scene and operate under the Ketchum Fire Department (KFD) standard operating guidelines. Notwithstanding, City of Ketchum personnel shall be subject to the provisions of the State of Idaho EMS Bureau, applicable National Fire Protection Association standards and other safety standards.
- 24 As provided by law, the Chief or Officer of the City of Ketchum Fire Department in charge at the scene of an emergency involving the protection for life or limb, 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 Mutual Assistance Agreement and the Blaine County Emergency Operations Plan.
- 25 The City of Ketchum shall provide emergency medical transport from EMS incidents in the northern district of Blaine County to St. Luke's Wood River Medical Center located in the northern district of Blaine County.
- 26 The City of Ketchum shall provide the transfer of patients from St. Luke's Wood River Medical Center to the patient's home, or other destinations, when appropriately certified volunteer or off-duty personnel are available and as resources allow, on a rotating basis with the southern district, recognizing that minimum staffing for local EMS response shall be a priority. City of Ketchum agrees to provide a minimum staffing of one (1) certified emergency vehicle operator/firefighter and one (1) certified EMS provider for the appropriate level of patient care up to ALS-2 for routine transfers. No more than one (1) patient transfer by ambulance to destinations outside of Blaine County shall be approved at the same time recognizing the need for available ambulances and staffing

in Blaine County. As it pertains to extreme weather conditions and other difficult circumstances, the safety of the crew members and the patient being transferred shall be the number one priority at all times with the final decision approving the transfer determined by the City of Ketchum Fire Chief or the City of Ketchum Fire Department shift officer in the Fire Chief's absence.

- 27 The City of Ketchum shall provide the following technical rescue services that are normally performed in the scope of fire department operations: vehicle extrication, swift water rescue, cold water rescue, high and low angle rope rescue.
- 28 The City of Ketchum shall provide backcountry rescue and winter rescue services that are normally performed in the scope of search and rescue operations. When requested, the City of Ketchum shall provide medical support and stand-by to Blaine County Search and Rescue when the condition of a lost person is unknown.
- 29 When requested, the City of Ketchum may provide EMS stand-by coverage for special events when appropriately certified volunteer or off-duty personnel are available and resources allow.

- 3. Compliance with Laws and Accreditation: the City of Ketchum will comply with all Federal, State, County, and local statutes, regulations, or ordinances in its provision of the EMS Service described within this Agreement, and to maintain its current ambulance license issued by the State of Idaho EMS Bureau. The City of Ketchum agrees that its records and rosters regarding equipment, vehicles, and training may be reviewed by Blaine County during regular business hours.
- 4. Communications: Communications capabilities shall be maintained between the City of Ketchum base stations, its ambulances and personnel on incidents and Blaine County Communications ("Comm.") provided under the Consolidated Emergency Communications Services Agreement. The City of Ketchum shall also maintain and operate State of Idaho EMS channels F1 and F2 in its radio communications equipment.
- 5. Medical Supervision: The City of Ketchum shall utilize the Physician Medical Director under contract with Blaine County agreed upon by the City of Ketchum and in compliance with the State of Idaho. City of Ketchum personnel shall follow the EMS protocols established by the controlling medical director or their designee. The City of Ketchum further agrees to adhere to, as a minimum standard, the State of Idaho EMS Bureau Paramedic Protocols, as amended, with respect to medical acts not governed by the protocols developed by the Blaine County Physician Medical Director.
- 6. Training: The City of Ketchum shall provide sufficient EMS training of personnel and continuing education (CE) of personnel at the current levels in compliance with State of Idaho EMS Bureau standards.
- 7. Equipment:

- 7.1 During the term of this agreement, Blaine County shall provide the City of Ketchum three (3) ambulances and accessory equipment as well as other approved capital

purchases which will remain the property of Blaine County. All ambulances and equipment purchased by Blaine County during the term of this agreement shall be in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau for the treatment and transport for Advanced Life Support (ALS) under the approved replacement schedule of Blaine County. The City of Ketchum shall provide an updated inventory list (Exhibit A) of all vehicles and equipment owned by Blaine County that exceeds a purchase value of FIVE THOUSAND DOLLARS (\$5,000.00).

72 The City of Ketchum shall be responsible for the routine maintenance of all EMS Service vehicles and equipment including rescue and extrication equipment. All vehicles and equipment shall be kept in sound operating condition, and maintained, operated, and equipped in compliance with all applicable laws, regulations and safety standards including but not limited to National Standards and standards set forth by the State of Idaho EMS Bureau as complying with their minimum licensing standards, within the budgeted amounts provided by Blaine County.

8. Records Management System: The City of Ketchum shall maintain a record of each incident in compliance with national standards and the State of Idaho EMS Bureau.
9. Total Quality Management Program: The City of Ketchum shall 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 Ambulance District Board (hereinafter "the Board").
10. Insurance: The City of Ketchum shall provide the level of insurance noted in Exhibit B on all apparatus, equipment and personnel during the term of this Agreement.
11. Independent Contractor: Notwithstanding any language to the Contrary contained in this Agreement, the City of Ketchum is acting as an independent contractor and not an employee or agent of Blaine County.
12. Compensation:

121 For the furnishing of said EMS Service, the City of Ketchum shall receive from Blaine County, as a base fee, the sum of ONE MILLION ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED TWENTY ONE DOLLARDS (\$1,130,421.00) for the fiscal year 2019, payable in monthly installments of NINETY FOUR THOUSAND TWO HUNDRED ONE DOLLARS AND SEVENTY FIVE CENTS (\$94,201.75) on the 20<sup>th</sup> day of each month commencing October, 2018. No payments shall be due for any period after the termination or cancellation of this Agreement as hereinafter provided.

122 Prior to the commencement of each annual renewal period, the parties shall negotiate in good faith the annual base fee. Blaine County shall pay City of Ketchum for the furnishing of said EMS Service during the renewal period.

13. Fees for Service: In addition to said base fee to be received from Blaine County, the City of Ketchum 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.

14. Budget: The City of Ketchum shall submit an annual budget to the Board of Commissioners for the Ambulance District of Blaine County by the first day of July each year for the operation of the EMS 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.

15. Term:

15.1 This Agreement may be 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 the City of Ketchum 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.

15.2 This Agreement shall commence on October 1, 2018, and shall run one (1) year, ending at midnight on September 30, 2019.

16. Assignment:

16.1 This Agreement shall not be assigned by the City of Ketchum without the prior written consent of Blaine County.

16.2 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 the City of Ketchum has hereunto caused its name and the Mayor's signature to be affixed pursuant to authorization by the City of Ketchum City Council.

BLAINE COUNTY BOARD OF COMMISSIONERS

ANGENIE MCCLEARY, CHAIR

JACOB GREENBERG

LAWRENCE SCHOEN

ATTEST:

JOLYNN DRAGE, CLERK

CITY OF KETCHUM

NEIL BRADSHAW  
MAYOR

ATTEST:

ROBIN CROTTY, CITY CLERK

**Exhibit A**  
**Capital Equipment Inventory**

VEHICLE INVENTORY:

2002 Chevrolet Type 1 Ambulance	VIN # 1GBJK34G82F229554
2009 Ford Type 1 Ambulance	VIN # 1FDWF37R09EA25958
2015 Chevrolet Type 1 Ambulance	VIN# 1GB3KZCG1FF120193

EQUIPMENT INVENTORY:

2011 Zoll E Series Manual Defibrillator	Serial# AB11L018699
2011 Zoll E Series Manual Defibrillator	Serial# AB11K0185547
2011 Zoll E Series Manual Defibrillator	Serial# AB11L018694

For Blaine County  
Ambulance District

For The  
City of Ketchum

\_\_\_\_\_  
Angenie McCleary  
Blaine County Commissioner Chair

\_\_\_\_\_  
Neil Bradshaw  
Mayor

## EXHIBIT B

### Insurance

- A. The City of Ketchum, at its sole expense, shall procure and maintain in full force and effect insurance written by an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, Blaine County does not represent that coverage and limits are necessarily adequate to protect the City of Ketchum.
- B. Certificates of Insurance evidencing the coverages required herein shall be provided to Blaine County prior to the start date of the project. All certificates must be signed by an authorized representative of the City of Ketchum's Insurance carrier and must state that the issuing company, its agents, or representatives will provide Blaine County thirty (30) days written notice prior to any policies being canceled. Renewal certificates must be provided to Blaine County within thirty (30) days after the effective date of the renewal.
- C. Certificates shall be mailed to:

Blaine County Administrator  
206 First Avenue South, Suite 300  
Hailey, Idaho 83333

- D. Certificates must show evidence of the following minimum coverages:
  - 1. **Workers' Compensation** insurance meeting the statutory requirements of the State of Idaho.
  - 2. **Employers' Liability** insurance providing limits of liability in the following amount:  
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.
  - 3. **Commercial General Liability** insurance providing limits of liability in the following amounts:  
\$500,000 for claims brought pursuant to Title 9, Chapter 9 Idaho Code (Tort Claims Act) and \$3,000,000 for all other claims.