

Note:

The following contract was created by members of the Johnson County Rural Health Care District (JCRHC) Board over the past few months. The recent study of ambulance operations recommended developing a new contract that would **“un-blend finances and operations between the district and Buffalo EMS (separate revenues and expenses for each, and an over-arching budget for the district. Separate space and personnel).”**

This contract is designed to accomplish those goals.

A special meeting has been called at 4 p.m. on Thursday April 2 to consider this contract for approval and determine the monthly fee the District will be able to pay Buffalo EMS for the services under projected income from all sources other than ambulance operation charges -- which would be retained by Buffalo EMS under terms of the agreement.

**CONTRACT FOR SERVICES BETWEEN JOHNSON COUNTY RURAL
HEALTHCARE DISTRICT AND BUFFALO EMS, LLC**

1. **Parties.** This Contract for Services (hereinafter referred to as “Contract”) is made and entered into by and between Johnson County Rural Health Care District (hereinafter referred to as “District”), a Wyoming governmental entity, whose address is _____, Buffalo, Wyoming, 82834, and Buffalo EMS, LLC, a Wyoming limited liability company (hereinafter referred to as the “Contractor”), whose address is 351 North Adams, Buffalo, Wyoming, 82834.
2. **Purpose.** The purpose of this Contract is to establish the terms by which the Contractor will provide ambulance and emergency technician services in Johnson County, Wyoming, on behalf of the District.
3. **Term of Contract.** This Contract shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Contract and shall remain in full force and effect until June 30, 2021. This Contract may be terminated, without cause, by any party upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
4. **Payment.** The District agrees to pay the Contractor for the services described herein. The District shall pay the sum of \$ _____ per month with the first payment due on _____ and the last day of every month thereafter until such time as the contract terminates. The total payment under this Contract shall not exceed _____ dollars. In addition to the aforementioned monthly

payment, Contractor will also be responsible for and handle all billing for services and will keep 100% of receipts from Contractor's ambulance operations as part of reimbursement for services provided in this contract.

5. **Responsibilities of Contractor.** The Contractor shall use the funds made available pursuant to this Contract to provide ambulance and emergency technician services in Johnson County, Wyoming, which shall include the following:

A. Provide twenty-four (24) hour ambulance service, seven (7) days a week, three hundred sixty-five (365) days a year, in Johnson County, Wyoming, north of an imaginary east-west line passing through mile marker 274 on Interstate 25, which mile marker is located south of Buffalo, Wyoming (hereinafter "Service Area"). This service area will extend in any direction without limit if ambulance services are requested by a neighboring ambulance service or county resident.

B. Employ and pay the salary and benefits of an Executive Director whom shall have such responsibilities as determined by Contractor, which responsibilities shall include the supervision and direction of all Contractor employees. Said Executive Director shall be the representative for Contractor to the District, and the Executive Director, or his designee, shall attend all regularly scheduled board meetings of the District.

C. Employ qualified and certified personnel sufficient to staff and operate ambulances, provide emergency medical stabilization services and provide emergency medical transportation or transfers in or out of the Service Area, including but not limited to all drivers, emergency medical technicians, nurses and clerical personnel.

D. Pay the salaries and benefits, as determined by Contractor, for such full-time or part-time employees, and in regard to such employees, shall:

- i. Comply with all laws regarding its employees;
- ii. Provide its employees with workers compensation insurance;
- iii. Provide its employees with unemployment insurance;
- iv. Withhold FICA and other required tax withholdings from its employees' pay checks; and
- v. Such other duties as may be reasonable and necessary.

E. Provide suitable enclosed and heated garaging for all ambulances, including utilities. In the event that the District decides to build its own ambulance garage, the parties agree that the monthly service fee for this portion of the overall service agreement is ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), and such

amount will be deducted from the overall monthly service fee if the ambulances are no longer garaged at the Contractor's facilities.

F. Provide suitable office space for District administrative operations, including utilities, office supplies, equipment, telephone service, telephone equipment, and hi-speed internet. In the event that the District decides to build its own office space and provide its own utilities, the parties agree that the monthly service fee for this portion of the overall service agreement is ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00), and such amount will be deducted from the overall monthly service fee if the District no longer uses the office space provided by Contractor.

G. Set the rates applicable to Contractor's ambulance operations provided pursuant to this Contract. All rate changes proposed by the Contractor shall first be presented to and approved by the District at a regularly scheduled meeting. The District's approval of the proposed rate changes will not be unreasonably withheld.

H. Provide all ambulance supplies and equipment, including necessary medical supplies and replacement equipment in or on said ambulances, which supplies and equipment shall be owned by and be the property of the Contractor.

I. Supervise and be financially responsible for the maintenance of all ambulances in top working order including, but not limited to, routine operational maintenance in accordance with the service schedule set forth by the manufacturer in its owner's or operational manual, including but not limited to fuel, oil, filters, tune-ups, tires, replacement parts not covered by insurance, etc., including the repair of any physical damage. However, for any repair of physical damage not caused by the Contractor or for any major maintenance cost the total of which exceeds TWO THOUSAND DOLLARS (\$2,000.00), the District shall be responsible for the repair costs.

J. Notify the District, via email to the District Board, of any physical damage to an ambulance within twenty-four (24) hours of such damage.

K. Keep and maintain receipts, maintenance logs, and service records for each ambulance.

L. Supervise and be financially responsible for the maintenance and upgrades of all communications equipment.

M. Contractor shall only use the District ambulances to provide ambulance services and such ambulances will not be used to provide county coroner or funeral home services.

N. Provide all necessary documents to the District's billing and collection agent and assist such agent as is reasonably necessary in its billing and collection efforts.

O. Contractor shall perform the services set forth herein in a skillful and competent manner in conformity with the standard of care, skill and diligence normally provided by professionals performing similar services.

P. Contractor shall only employ and allow qualified personnel, who have the required training and certifications, and whose driver's license is in good standing with the State of Wyoming, to operate the ambulances provided by the District.

Q. Contractor shall provide the District a written inventory of all supplies and equipment owned by District at least annually. Inventory will show initial cost and expiration date or life expectancy (if applicable) of all items costing over TWO THOUSAND DOLLARS (\$2,000.00).

R. Contractor agrees to provide a monthly activity report with statistical information concerning the services provided pursuant to this Contract. Monthly report shall include (but not limited to) total number of calls including cancelled, refusals, times from first call by dispatch until ambulance leaves barn, time taken on call, transfers and nurse transfers with destinations, and classifications as to trauma, medical, standby, Medicare, Medicaid, insurance, private pay, VA and Title 25. In addition, copies of any correspondence from the Office of Wyoming Emergency Medical Services or complaints about services will be made available to the District in the monthly report. Contractor will also provide a monthly, accumulative income statement from ambulance billing for the fiscal year.

S. Implement, maintain, and enforce a comprehensive drug and alcohol policy for its employees, which policy shall include regular random drug and alcohol screening, to ensure that its employees are drug and alcohol free at the work place and when providing the services contemplated by this Contract.

T. Obtain all permits and licenses required for Contractor's performance of Services under this Contract, and to pay all taxes, licenses and fees levied or assessed on Contractor in connection with or incident to the performance of this Contract by any governmental agency.

U. Comply with all laws, rules and regulations of all governmental bodies affecting the Work covered hereby or the employees engaged in such Work, including but not limited to the provisions of the Employer's Liability and Workers' Compensation Laws, and that it will perform the Work safely, properly, and efficiently.

V. Procure and maintain during the term of this Contract the insurance described below, which insurance coverage shall be carried with insurance companies licensed or otherwise authorized to do business within the State of Wyoming. Upon execution of this Contract, Contractor will furnish the District with a Certificate of Liability Insurance from the insurance companies evidencing insurance coverage as required by this Contract. The insurance coverage required is as follows:

- i. Workers Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits of the Workers' Compensation laws of the State of Wyoming, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) for trauma, each accident; one million dollars (\$1,000,000) for disease, each person and one million dollars (\$1,000,000) disease, policy limit.
- ii. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 combined single limit general aggregate. Such insurance coverage shall include the following: (1) Premises/Operations; (2) Independent Contractor; (3) Personal Injury; (4) Blanket Contractual Liability; and (5) Cross Liability/Severability of Interests.
- iii. Business Automobile Liability insurance coverage covering all owned, leased and non-owned vehicles used in connection with the Work or services, including, but not limited to the ambulances leased from the District, with not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- iv. Professional Liability Insurance with not less than \$1,000,000 coverage per occurrence with no less than a twenty-four (24) months discovery period after completion of the Work or Services.
- v. Excess or Umbrella Liability with not less than \$2,000,000 combined single limit. Excess or Umbrella liability shall comply with the terms and conditions of the following underlying coverages: (1) Employer's Liability; (2) Commercial General Liability; and (3) Business Automobile Liability.
- vi. The following endorsements shall be included in the above-required insurance coverages:

1. Thirty (30) days advance written notice to the District in the event of cancellation, non-renewal or material change of any policy.
2. The District shall be named as additional insured (except of workers' compensation and professional liability policies)
3. A waiver of subrogation in favor of the District
4. Severability of Interest or Separation of Insureds.
5. Contractor's insurance is primary, and any insurance maintained by the District is considered excess and non-contributory.

W. Such other obligations as may be set forth herein.

6. District Responsibilities. The District shall have the following obligations:

A. The District shall pay the monthly service fee as set forth in Section 4 above.

B. The District shall provide as many ambulances as the parties shall in good faith jointly determine are necessary to provide adequate ambulance service in Service Area to Contractor for its use in fulfilling its obligations under this Contract. Such ambulances shall be leased to the Contractor pursuant to a separate Ambulance Lease (in a form similar to the document attached hereto as Exhibit A) and shall be leased for an annual amount of one dollar (\$1.00) per ambulance.

C. Provide all communications equipment necessary to the operation of the ambulance service, which equipment shall be owned by and be the property of the District.

D. Such other obligations as may be set forth herein.

7. General Provisions.

A. **Amendments.** Either party may request changes in this Contract. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by and between the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

- B. **Applicable Law.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Contract and over the parties, and the venue shall be the Fourth Judicial District, Johnson County, Wyoming.
- C. **Limitation of Payments/Availability of Funds.** The parties acknowledge that the District is a quasi-governmental entity funded by taxpayer money. As such, the District's obligations of funding in this Contract shall be subject to the District's money available from sufficient tax revenues. If a shortfall in tax revenues occurs, such shall not be deemed to be a default of this Contract by the District, and the parties shall use good faith and work together to establish a budget for that fiscal year as may give effect to the intents and purposes of this Contract.
- D. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party.
- E. **Inspection of Property.** Upon reasonable notice, the District shall have the general right of inspection of any property owned by the District.
- F. **Compliance with Law.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and with the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- H. **Indemnification.** Contractor shall indemnify, defend and hold harmless the District and its officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and/or liabilities which are based upon or occur as a result of this Contract.

- I. **Independent Contractor.** The Contractor shall be free from the direction over details of performance of the Contract and function as an independent Contractor for the purposes of this Contract and shall not be considered an employee of the District for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract.
- J. **Entirety of Contract.** This Contract, consisting of eight (8) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- K. **Prior Approval.** This Contract shall not be binding upon either party unless this Contract has been reduced to writing before performance begins as described under the terms of this Contract, and unless this Contract is approved as to form by the Johnson County Attorney or his representative.
- L. **Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- M. **Sovereign Immunity.** The District does not waive its sovereign immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Contract.
- N. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- O. **Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- P. **Attorneys' Fees.** If either party institutes a suit to enforce any right or obligation against the other party arising from or incidental to this Contract, then the party adjudicated to have substantially prevailed in the suit shall be entitled to recover by court order its attorneys' fees, including those incurred prior to filing suit

relevant to enforcement of this Contract, and court costs against the non-prevailing party.

8. **Signatures.** In witness whereof, the parties to this Contract through their duly authorized representatives have executed this Contract on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract as set forth herein.

The effective date of this Contract is the date of the signature last affixed to this page.

JOHNSON COUNTY RURAL HEALTH CARE DISTRICT

Marilyn Connolly, Chairman

Date

BUFFALO EMS, LLC

Dave Harness, Member

Date