



Program

Gem County Fire EMS Special EMS Service

Gem County Fire EMS District #1 (GCFED #1) understands the importance of providing EMS services during special events or community programs. The enclosed Special EMS Service Agreement must be utilized in order to arrange any special EMS coverage by Gem County Fire EMS District 1.

Special EMS Services differ depending on the organization requesting (government vs. business vs. nonprofit) services and the contents of the enclosed agreement should be carefully reviewed and completed depending on the nature of your event and hosting organization.

In order for any organization or governmental entity to request special standby services from GCFED #1, the enclosed agreement must be requested, completed, signed and returned to GCFE #1 at least 15 (fifteen) days prior to start of any single occurring special event. Extended events, multi-day events, or large events requiring special EMS services beyond one ambulance should be arranged and this agreement returned to GCFED #1 at least thirty (30) days prior to the start of the event.

Although Gem County Fire EMS District #1 will make every effort to provide the level of service requested, no specific level of service or coverage can be guaranteed due to the nature of EMS services and the fact that the first priority of GCFED #1 is always response to 911 calls made by Gem County Citizens. Please read the enclosed agreement carefully for details.

Gem County Fire EMS District # 1 always seeks to provide the best EMS services to citizens and those requesting special services and we always welcome feedback should you have any questions or concerns.

To complete the process of requesting special standby services from Gem County Fire EMS District #1, please accurately complete the enclosed agreement and submit it to GCFE #1 before applicable deadlines.

You may return completed and signed agreements to:

Email: info@gemfireems.org

Phone 208-365-3684

Fax: 208-365-3683

Mail: **Gem County Fire EMS District # 1**

115 W 3rd St

Emmett, Idaho 83617



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THIS AGREEMENT, entered into this _____ day of _____, 20_____

by and between Gem County Fire EMS District #1 (GCFED #1) and

_____ (SERVICE USER).

WHEREAS, "SERVICE USER" is desirous of contracting for special EMS services; and WHEREAS, "GCFED #1" is willing to provide such services under the terms set forth herein; NOW, THEREFORE, it is agreed as follows:

1. "GCFED #1" Agrees to provide the following marked special service(s) to the "SERVICE USER" named above:

_____ A. DEDICATED EMS AMBULANCE STANDBY

Available to ANY "SERVICE USER" Standby ambulance service, meaning an ambulance with two medical technicians will locate themselves at a function or event and will remain dedicated to that event, and will not be available for other routine EMS calls in the area. Dedicated standbys are subject to the availability of "GCFED #1" crews and resources, see item #3 for additional details. The fee for this service is \$125.00 per hour or any part thereof with a minimum charge of two (2) hours. QRU with 1 medical staff service, meaning a QRU with one medical technicians, will locate themselves at a function of event but will remain available for certain extreme, catastrophic events. The fee for this service is \$60.00 per hour or any part thereof with a minimum charge of two (2) hours.

_____ B. NON-DEDICATED EMS AMBULANCE STANDBY

This option is **ONLY** available to **APPROVED** "SERVICE USERS". Standby ambulance service, meaning an ambulance with two medical technicians, will locate themselves at a function of event but will remain available for EMS calls in the area. If the ambulance is dispatched to another EMS call, a replacement ambulance/crew will be routed to the events as soon as possible, but consistent event coverage is not guaranteed and gaps in coverage may occur. The fee for this service is \$50.00 per hour or any part thereof with a minimum charge of two (2) hours. QRU with 1 medical staff service, meaning a QRU with one medical technicians, will locate themselves at a function of event but will remain available for certain extreme, catastrophic events. The fee for this service is \$25.00 per hour or any part thereof with a minimum charge of two (2) hours.



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2. "GCFE #1" Agrees to provide the above marked special service(s) to the "SERVICE USER" named above for the dates, times, and locations specified in the "STANDBY AND USER INFORMATION SECTION."
3. **Due to the call volume of GCFED #1, Dedicated Standby Services are subject to the availability of off-duty crews and spare ambulance units. In addition, even if a "SERVICE USER" requests and agrees to the conditions of Dedicated Standby Services, certain extreme, catastrophic, or immediate life-threatening emergencies may still require "GCFED #1" to utilize the technicians/ambulance assigned to the Dedicated Standby. If this occurs during a scheduled Dedicated Standby (with this AGREEMENT in place), and a lapse of onsite EMS coverage occurs, another ambulance/crew will be immediately routed to the event as soon as possible, and fees associated with this AGREEMENT will be decreased for hours not covered.**
4. Upon completion of Dedicated Standby Services, "GCFED #1" will bill "SERVICE USER" for all costs associated with this agreement and "SERVICE USER" agrees to pay all fees within 30 days of invoice receipt.
5. GCFED #1" reserves the right to refuse any Special Services Agreement submitted by "SERVICE USER" less than 72 hours prior to the start time of requested Dedicated Standby Services event.
6. "SERVICE USER" agrees to pay \$150.00 in addition to hourly standby fees for any event for which the request for Dedicated Standby Services was received by "GCFED #1" less than 72 hours prior to the start time of the request Dedicated Standby Services event.
7. If the "SERVICE USER" is entering into this agreement as a NONPROFIT organization AND requesting a NON-DEDICATED STANDBY, a copy of the "SERVICE USER" organization's IRS Determination Letter MUST be attached to this agreement to qualify for waived fees. Governmental agency confirmation will be conducted by "GCFED #1" before any "SERVICE USER" filing as such will be provided service by "GCFED #1" for waived fees.
8. The parties agree that commercial service/for profit events and users are not eligible for non-dedicated standby (no fee) services and the "SERVICE USER" will be billed, and agrees to pay, for special EMS services following the conclusion of the event.



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9. This Agreement shall begin upon approval of this document and shall terminate at the conclusion of the requested service performed. This Agreement may be cancelled by either party by giving 48-hours advance notice. Cancellation of event or requested service with less than 48 hours notice, for which "GCFED #1" incurred costs for either supplies or personnel, the "SERVICE USER" agrees to pay for actual time the EMS unit was dedicated (including travel) and/or for one hour of time, whichever is greater.
10. Nothing herein shall be construed to create a higher standard of care on the part of "GCFED #1" than generally recognized under the laws of the State of Idaho for EMS services.
11. The charges provided for herein reflect only those charges associated with making EMS services more readily available to the "SERVICE USER". The normal charges for care and transportation of patients will be the responsibility of the patient.
12. "GCFED #1" shall supply an EMS unit with the necessary equipment, tools, materials, and/or supplies as outlined by the Department of Health and Welfare Idaho Emergency Medical Services to accomplish the job agreed to be performed unless otherwise agreed in writing.
13. The "SERVICE USER" agrees to provide a means of shelter from the environment sufficient enough to perform the requested service and sanitation provisions for the "GCFED #1" personnel if the situation deems necessary.
14. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by the "SERVICE USER" on behalf of the "GCFED #1" personnel. "GCFED #1" personnel shall not be treated as employees of the "SERVICE USER" with respect to the services performed hereunder for federal or state tax purposes.
15. "GCFED #1" personnel providing the requested service shall not be charged for admission or entry fee to the event for which they have been requested.
16. Gem County Fire EMS District #1 provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with Gem County and in accordance with (GCFED #1) policies and procedures.



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17. **RELEASE OF LIABILITY:** "SERVICE USER" agrees to hold Gem County Fire EMS District #1 harmless for any damages or liability whatsoever arising out of any acts or omissions of the "GCFED #1" personnel, or anyone else working under or with the "GCFED #1" personnel.
18. **NON-WAIVER:** The failure of either party to exercise any of its rights under this Agreement for breach thereof shall not be deemed to be a waiver of such rights or waiver of any subsequent breach.
19. **NO AUTHORITY TO BIND Gem County Fire EMS District #1:** "GCFED #1" personnel have no authority to enter into contracts or agreements on behalf of Gem County Fire EMS District #1 . This agreement does not create a partnership between the parties.
20. **DECLARATION BY "SERVICE USER":** "SERVICE USER" agrees to comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work performed under this agreement.
21. Any notice given in connection with this Agreement shall be given in writing. Verbal notice may be given in conjunction with written notice when time does not permit adequate notice of a cancellation of the requested service or change in any part of this Agreement. Verbal notice may only be accepted by Gem County Fire Chief or Gem County Deputy Chief of EMS.
22. **ASSIGNABILITY:** This Agreement may not be assigned, in whole or in part, by "SERVICE USER".
23. **CHOICE OF LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.
24. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties.
25. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect
26. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in writing by Agreements of the parties.



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STANDBY AND "SERVICE USER" INFORMATION

The following "SERVICE USER" information will be used by (GCFED #1) for scheduling and billing for services.

Name/Title of Event: _____

EVENT OCCURRENCE 1

Date: _____ Start Time: _____ End Time: _____

Location: _____

EVENT OCCURRENCE 2 (if applicable)

Date: _____ Start Time: _____ End Time: _____

Location: _____

(If request is for more than 2 event occurrences attach additional details to agreement)

Organization Name: _____

Primary Contact Person's Name: _____

Mailing Address (for billing): _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Phone # day of event (if different): _____

Email Address (if available): _____



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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first noted above.

"SERVICE USER"

"GCFED #1"

Printed Name

Printed Name

Signature

Signature