

**Board of County Commissioners Meeting**

**Staff Report**

**Agenda Item #\_\_\_\_: Matters from Staff**

**Meeting Date: February 2, 2010**  
**Submitting Department: Attorney**

**Presenter: W.Watsabaugh/K.Gingery**  
**Subject: Ambulance Contract**

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**Statement / Purpose:**

**Approval of Ambulance Service Contract for Alta, Wyoming**

**Background / Description / Alternatives (Pros & Cons):**

This is an agreement between Teton County and the Teton County Ambulance Service District. In the State of Idaho they have governmental units known as “ambulance districts”, very similar to what we would term a “fire district” in Wyoming. This agreement is for one year with a one renewal period of an additional year. The Idaho Ambulance District will respond to emergency calls in the Alta, Wyoming area. The ambulance district takes on the liability.

**Attachments: Ambulance Services Contract**

**Fiscal Impact:**

**Staff Impact: None**

**Legal Review: Keith Gingery**

**Recommendation: Approve**

**Suggested Motion:**

**I move to approve the ambulance service contract with the Teton County Ambulance Service District, a duly organized ambulance district in the State of Idaho.**

AMBULANCE SERVICES CONTRACT

This agreement made and entered into this 1st day of January, 2010, by and between the County of Teton, a duly organized county of the State of Wyoming, of P.O. Box 1727, Jackson, Wyoming 83001, hereinafter referred to as "the County", and the Teton County Ambulance Service District, a duly organized ambulance district in the State of Idaho, of 150 Courthouse Drive, Driggs, Idaho 83422, hereinafter referred to as "the District", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, it is the desire of the Teton County, Wyoming Board of County Commissioners, hereinafter referred to as the "Board", to provide ambulance services to the Teton County Wyoming lands adjacent to Idaho on the West side of the Tetons; and

WHEREAS, the County desires to contract the services of the District for ambulance services in the adjacent Wyoming area on the West side of the Tetons; and

WHEREAS, the District desires to provide ambulance services to the adjacent Wyoming area on the West side of the Tetons,

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **AMBULANCE SERVICE CONTRACT PROVISIONS**

- a. The District will respond to calls for emergency medical services occurring in the adjacent Wyoming areas on the West Side of the Tetons.
- b. In consideration of the ambulance services given to the Wyoming area, the County agrees to pay the District for all services rendered hereunder, the payment called for herein. No payment shall be made until such time as the County has received this Ambulance Service Contract signed by the District. The County recognizes that payments are continually accruing and any and all payment arrearages will be made current by the District upon execution of this Contract. It is further understood that the District may charge fees for service to Wyoming patients transported by their ambulances and that those fees collected shall be controlled and used by the District to support the ambulance system. Patient billing shall be the responsibility of the District.
- c. It is further understood and agreed that for and in consideration of the monies paid by the County pursuant to this contract the District shall defend, indemnify and hold harmless the County for any and all liability, causes of action and damages, malpractice, loss or expense incurred by the District arising out of the District's operations including any loss or damage to or expenses incurred in the operation of apparatus or other equipment belonging to the District and the cost of any materials used in connection with any call for assistance.
- d. The District, as owner of the apparatus and equipment to be used in answering calls for assistance in the Wyoming area, agrees that it will assume full responsibility for injuries to persons or property or deaths resulting from negligence in the operations of

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any such apparatus or equipment while answering any such calls, and will obtain liability insurance for its vehicles and equipment. Each year that this contract is renewed, the District shall provide the County with a Certificate of Insurance evidencing the existence of such insurance. If the District ever cancels or fails to renew their policy they shall immediately notify the County.

- e. It is expressly understood and agreed that the number of Emergency Medical Technicians and the nature of apparatus and equipment dispatched in answer to calls, the manner of providing medical care, and other operations at the scene of a medical emergency, accident or other incident to which the District is called, are matters within the judgment of the Executive Director and Medical Director of Teton Valley Ambulance or Teton Valley Health Care or other officers of the ambulance service who may be in charge at the time. The District shall maintain a current State of Wyoming Ambulance License.
- f. The District shall immediately notify the Chief of Jackson Hole Fire/EMS or the assigned Duty Officer of any mass casualty incident to which the District responds within Wyoming. A mass casualty incident is any incident in which emergency medical services personnel and equipment at the scene are overwhelmed by the number and severity of casualties at that incident.
- g. The District shall provide Jackson Hole Fire/EMS with all incident reports generated for calls within the Wyoming area, for all patients that originate in Teton County, Wyoming, in order to allow Jackson Hole Fire/EMS to complete required State of Wyoming reporting. Such reports shall be submitted not more than 30 days from the date of service, but not more than 10 days from the date of service upon direct request by the County. Such reports may be in the form of a standard Patient Care Report, or shall provide adequate information to complete such reports.
- h. The County understands that the District contracts with Teton Valley Health Care which provides all the Emergency Medical Services (EMS) and ambulance services for the District. Accordingly, Teton Valley Health Care is responsible for all regulatory compliance issues, including all reporting requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The District shall be identified as a HIPAA Covered Entity and shall comply with the HIPAA Business Associate Agreement that they have provided to Teton County Wyoming EMS. In return, the Teton County Wyoming EMS, will be the business associate and must comply with any HIPAA/HITEC requirements wherein protected health information is shared.
- i. It is hereby mutually covenanted and agreed that the relation of the District to the services to be performed by it under this contract shall be that of an independent contractor.

- i. The District agrees that it will not assign, transfer, convey, sublet or otherwise dispose of this agreement, its right, title or interest in this agreement, or its power to execute this agreement, to any other person, company or corporation without the previous consent in writing of the County. Notwithstanding the previous sentence, the County understands and agrees to the fact that the District contracts with Teton Valley Health Care and its DBA, Teton Valley Ambulance, for the providing of emergency medical services and ambulance services for the District.
- j. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended.
- k. The District shall at all times comply with all applicable laws, statutes, codes, rules and regulations of the State of Wyoming while in performance of this contract.

2. TERMINATION AND TERM

- a. For the purpose of this agreement, termination shall occur when:
  - i. The Teton County Wyoming Board of County Commissioners votes to terminate the Contract at a duly authorized public meeting.
  - ii. The Teton County Idaho Ambulance Service District Board votes to terminate the Contract at a duly authorized public meeting.
  - iii. In the event that either party seeks to terminate this contract, a minimum of 60 days written notice to the parties shall be provided, unless the parties agree otherwise.
- b. The term of this agreement shall be one (1) year.
- c. Unless written notice of a desire to terminate this agreement is given by either party at least ninety (90) days prior to the termination date as provided herein, this agreement shall be extended on the same terms and conditions herein provided, for an additional period of one year.

3. PAYMENT. The County agrees to pay the District for services rendered an amount calculated by pro-rating the annual operating expenses according to the number of runs made in Wyoming divided by total number of runs made by the Ambulance District. In order to facilitate accurate budgeting by both the County and the District, the annual amount due will be calculated in April of each year based on the actual operating expenses for the District's previously completed fiscal year and the ambulance runs for the previously completed calendar year. In January of each year, the District shall provide an invoice, with signed voucher, to Jackson Hole Fire/EMS for the entire amount due for that fiscal year.

4. NOTICES. Notices pursuant to this agreement shall be given by personal delivery or through certified mail of the United States Postal Service, postage prepaid and addressed as follows:

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For the County  
Teton County Fire/EMS  
Teton County, Wyoming  
P.O. Box 901  
Jackson, WY 83001

For the Contractor  
Teton County Ambulance Service District  
89 N. Main  
Driggs, ID 83422

Notices shall be deemed given as of the date of personal service or written evidence of the execution of return receipt in the course of transmission through the United States Postal Service.

5. GENERAL PROVISIONS.

- a. This agreement constitutes the complete understanding of the parties. No modifications of any provisions thereof shall be valid unless in writing and signed by both parties.
- b. No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- c. This agreement shall become effective commencing December 14, 2009.
- d. If any provision, or any portion thereof contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, and shall be affected and shall remain in full force and effect.

**COUNTY**  
**COUNTY OF TETON, WYOMING**

**CONTRACTOR**  
**TETON COUNTY AMBULANCE  
SERVICE DISTRICT**

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Hank Phibbs  
Chairman

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Larry Young  
Chairman

**ATTEST**

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Sherry Daigle,  
Teton County Wyoming Clerk

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Mary Lou Hansen  
Teton County Idaho Clerk

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