

BOUNDARY COUNTY, IDAHO
AMBULANCE SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between Boundary County, Idaho, a political subdivision of the State of Idaho ("Boundary County"), the Boundary County Ambulance Service District (the "District") and Boundary Volunteer Ambulance Service, Inc., an Idaho not-for-profit corporation ("BVA"), and it shall be effective on October 1, 2013 ("Effective Date").

RECITALS

WHEREAS the Board of County Commissioners for the various Counties of the State of Idaho have been authorized (and are required) by Chapter 39 of Title 31 of the Idaho Code to provide an ambulance service to serve the areas both within and without the cities of their respective counties; and

WHEREAS Idaho Code 31-3903 has authorized the Board of County Commissioners of each County to determine the manner, method and means in which said ambulance service shall be conducted and operated and is empowered and authorized to make expenditures necessary in connection with said ambulance service; and

WHEREAS the various Boards of County Commissioners of the various counties of the State of Idaho are authorized by Idaho Code 31-3908 to create an ambulance service taxing district (after receipt of a petition signed by fifty or more real property owners in the county) covering all or part of the county to make a levy upon all of the taxable property within the boundaries defined by the ambulance service district at a maximum rate of four-hundredths percent (.04%) of market value for assessment purposes of said property; and

WHEREAS the Boundary County commissioners created the District in 2012 and the District encompasses all of Boundary County, Idaho; and

WHEREAS BVA has agreed to provide ambulance service within Boundary County and has agreed to operate its ambulance service to adequately serve the people of Boundary County in a manner that is agreeable to the Boundary County Commissioners and the District;

NOW, THEREFORE, the parties hereto agree as follows:

Boundary County
Ambulance Service Agreement

AGREEMENT

1. SERVICES.

- a. **Furnish Emergency Ambulance Services.** BVA agrees that it will furnish ground-based emergency service transports that are, at a minimum, the Basic Life Support ("BLS") and Intermediate Life Support ("ILS") level in response to Boundary County 911 dispatch calls (the "Services") in Boundary County (including areas incorporated into a city) twenty-four (24) hours per day, seven (7) days per week, fifty two (52) weeks per year without interruption while this Agreement is in force. Notwithstanding the foregoing, nothing herein shall require provision of Services on Kootenai Indian tribe nation property or in those areas where Boundary County has entered into a mutual aid agreement with Bonner County, Idaho for Services in areas designated by said agreements (e.g., upper Priest Lake, Idaho) as of the date of this Agreement.
- b. **911 Notifications and Communications.** Boundary County agrees that it will cause the Boundary County 911 dispatch department to notify BVA contemporaneously with 911 dispatch's notification of law enforcement authorities. Boundary County further agrees that it will maintain lines of communication between BVA and Boundary County 911 dispatch at all times while BVA is providing the Services. Boundary County agrees that BVA will have no obligations to provide Services hereunder if it does not receive a 911 dispatch. Boundary County agrees that it will maintain its 911 dispatch department and communications equipment in good working order and will adequately staff 911 dispatch. Boundary County agrees that BVA is not responsible for 911 dispatch "dead spots" or 911 equipment failures.
- c. **Non-Discrimination.** BVA agrees that it will provide Services without regard to the patient's race, color, national origin, religion, sexual orientation, age, sex or ability to pay.
- d. **BVA Exclusive Ground Provider.** During the term of this Agreement, BVA shall be the exclusive 911 medical ground ambulance provider authorized by Boundary County. All calls for Services originating in Boundary County

(whether through 911 or otherwise) shall be referred to BVA, with the exception of major disaster response or when Boundary County calls on mutual aid arrangements with neighboring counties and Idaho and Federal agencies or calls that require advanced life support (ALS) unless BVA is licensed for ALS and then it shall be the exclusive medical ground provider. No other person, entity or organization may provide any ground based ambulance transport for Boundary County or the Boundary County Sheriff's Department except as listed above and except that nothing herein shall be construed as prohibiting private citizens from transporting their family members (without pay or other compensation) to a medical facility for treatment.

- e. **Cooperation.** BVA shall work cooperatively with the Boundary County Sheriff's Department, 911 dispatch and other Boundary County emergency service providers in performing Services hereunder.
- f. **Train Members.** BVA agrees that it will reasonably and adequately train its active members and those non-active members who perform Services pursuant to this agreement in accordance with Idaho state law.
- g. **Supervise Members.** BVA agrees that it will reasonably and adequately supervise all of its active members and those non-active members who perform Services pursuant to this agreement.
- h. **Keep Equipment in Working Order.** BVA agrees that it will keep its actively-utilized emergency equipment and supplies in good working order.
- i. **Furnish Adequate Resources.** BVA agrees that it will employ adequate resources to carry out its responsibilities under this Agreement, as BVA may determine in its discretion.
- j. **Increased Demands.** BVA agrees that it will increase its resources at its sole expense to meet any increased demands or needs for Services.

2. **PAYMENT TO BVA FOR SERVICES PROVIDED.**

- a. **Fiscal Year 2013-14 Funding.** In exchange for performing the Services, Boundary County agrees to cause the District to impose and the District agrees to impose a four-hundredths percent (.04%) of market value for assessment purposes

levy pursuant to Idaho Code 31-3908 for Boundary County's fiscal year beginning October 1, 2013 and ending September 30, 2014, and to remit to BVA all funds received as a result of that levy (but not including penalties and interest on delinquent taxes) reduced by: (i) the sum of eighty thousand dollars (\$80,000.00), which \$80,000.00 reduction is to be used by the District for the sole purpose of partially repaying Boundary County on an \$80,000.00 loan from Boundary County to the District dated September 2012 (the "Promissory Note") that BVA is not a part of and has no obligation to repay; and (ii) reasonable interest accrued on the Promissory Note from the date thereof until the date of repayment. Boundary County agrees to promptly repay the Promissory Note when the four-hundredths percent (.04%) of market value for assessment purposes levy funds become available. Payment for the 2013-2014 fiscal year to BVA shall be made as follows: 1) all funds received as a result of the levy with the exception of the reduction to repay the Promissory Note stated above shall be remitted to BVA on January 30, 2014; 2) all funds received as a result of the levy with the exception of the reduction to repay the Promissory Note, if any, stated above shall be remitted to BVA on August 1, 2014; and 3) all funds received as a result of the levy with the exception of the reduction to repay the Promissory Note, if any, stated above shall be remitted to BVA on September 30, 2014. When all funds are paid as outlined above are paid to BVA it shall constitute full and final payment for the 2013-2014 fiscal year to BVA.

- b. **Fiscal Year 2014-15 Funding.** For Boundary County's fiscal year beginning October 1, 2014 and ending September 30, 2015, Boundary County agrees to, directly or through the District, remit to BVA the sum of two hundred and thirty thousand dollars and no cents (\$230,000.00), payment to be made in two equal installments of \$115,000.00, one installment remitted to BVA on January 30, 2015 and one installment remitted to BVA on August 1, 2015.
- c. **Fiscal Year 2015-16 Funding.** For Boundary County's fiscal year beginning October 1, 2015 and ending September 30, 2016, Boundary County agrees to, directly or through the District, remit to BVA the sum of two hundred and twenty

five thousand dollars and no cents (\$225,000.00), payment to be made in two equal installments of \$112,500.00, one installment remitted to BVA on January 30, 2016 and one installment remitted to BVA on August 1, 2016.

d. **Further Matters Pertaining to Promissory Note and 1998 Agreement.**

i. **BVA Not Obligated - District Not Party to 1998 Agreement.** All parties agree that BVA is not legally obligated to repay the Promissory Note and that BVA is not obligating itself by this Agreement. Furthermore, the District is not hereby obligating itself under the 1998 Agreement and the District is not and shall not hereby be made a party to the 1998 Agreement.

3. **BVA Call Data Reporting.** BVA agrees to provide to Boundary County and the District every six (6) months a call report that shall contain, at a minimum, the following data for the six months prior: (i) the total number of calls received during the period; (ii) the types of calls received during the period; (iii) the number of calls received in each geographic area / location; (iv) the level of service required on the calls (BLS, ILS, ALS, etc.); and (v) the number and nature of any inter-facility transports. The first report shall be provided on or before April 1, 2014 (and shall cover the five month period of October 1, 2013 to February 28, 2014) and the call reports shall follow every six months thereafter (October 1 and April 1) and shall each cover the six month period that ended one month prior to the report deadline (so the report due October 1, 2014 shall cover March 1, 2014 to August 31, 2014). No report shall contain any personally identifiable protected health information that is protected under applicable law (e.g., HIPAA). The parties agree to work with each other to provide information to Boundary County in a form and with such report details as is useful and productive to Boundary County while maintaining patient confidentiality. No names or event details shall be provided and the report shall be presented in such a manner that protected patient information cannot be indirectly derived therefrom.

4. **TERM AND TERMINATION.**

a. **Initial Term.** The term of this Agreement commences at 12:01 a.m. on October 1, 2013 ("Beginning Date") and expires on September 30, 2016 at 12:00 midnight

("Expiration Date") unless terminated, modified or renewed by Boundary County, the District or BVA in accordance with the provisions of this Agreement.

- b. **Party's Termination Rights.** Each party shall in each calendar year of the Agreement, have a ninety (90) day right of termination of this Agreement. To exercise the right to terminate the party electing to terminate the Agreement must provide written notice on or prior to June 30 of each calendar year and the termination shall not be effective until September 30 (and not prior to September 30) of that same year. Regardless of the date notice of termination is provided prior to June 30 of a particular year, the Agreement shall remain in full force and effect until September 30 of that year. If notice of termination is provided after June 30 in any calendar year, termination shall not take effect until September 30 of the following calendar year. If Boundary County or the District elects to cancel the Agreement, Boundary County and the District agree that during the remaining unexpired term of the Agreement no other provider (other than Boundary County itself or another County in Idaho, so that Boundary County can carry out its statutory responsibilities to provide an ambulance service to Boundary County residents) may provide Services without the prior, written consent of BVA's Board of Directors.
- c. **Additional Boundary County Termination Rights.** Subject to the conditions set out herein, Boundary County may also terminate this Agreement in any of the following events:
 - i. **Court Order.** On one hundred eighty (180) days notice if compelled to do so by a Court of competent jurisdiction.
 - ii. **Breach by BVA.** BVA's failure to correct within the ninety (90) day cure period set out below, **with the exception that item 1, 3, 5, and 6 which shall be cause for immediate termination**, after written notice by Boundary County of any of the following conditions:
 - (1) **Licensing.** Failure of BVA to hold and maintain appropriate licenses or permits for providing the Services.
 - (2) **Bribes, Kick-backs.** Acceptance by BVA or any of its employees,

officers or Board of Director members of any bribe or kick-back that constitutes a violation of federal, state or local law.

- (3) **Inadequate Insurance.** BVA's failure to maintain insurance in accordance with the terms of this Agreement.
- (4) **Financial Reporting.** BVA's failure to provide Boundary County annually with the Internal Revenue Service Form 990 within ninety (90) days after its completion and filing with the Internal Revenue Service.
- (5) **Loss of Status.** BVA's loss of Medicare or Medicaid provider status as a result of proved fraudulent claims. The determination of fraud would be made at the conclusion of a governmental agency investigation, after due process, where it was determined through that BVA attempted to defraud a patient or payor.
- (6) **Bankruptcy of BVA.** Bankruptcy filing by BVA such that Boundary County determines, in its sole discretion, that a risk to the continuity or quality of care is likely to occur.

- iii. **Cure Period for Items Listed at Ninety (90) Day Cure.** In the event of an apparent violation of the items set out above, Boundary County will give BVA written notice, via certified mail return receipt requested or personal service, setting forth with reasonable specificity the nature of the apparent breach. Within ten (10) calendar days of receipt of such notice, BVA must deliver to Boundary County, in writing, a plan to cure the apparent breach or a statement of reasons as to why it disagrees with Boundary County's notice. BVA must cure the breach within ninety (90) days of receipt of notice of breach. If BVA fails to cure the breach within the period allowed for cure, or BVA fails to timely deliver a cure plan, Boundary County may immediately terminate the Agreement. BVA shall, in such event, cooperate with Boundary County in its efforts to transfer promptly and orderly the Services to Boundary County or to any other public or private provider chosen by Boundary County.

- iv. **Emergency Takeover / Step In Rights.** In the event that the Boundary County Commissioners, by majority vote, determine that a breach has occurred under this paragraph d. and that BVA has failed to cure the breach in accordance with the Cure provisions set out above and the nature of the breach, as determined by the Boundary County Commissioners, poses an immediate endangerment of public health and safety, and further conclude that allowing BVA to continue its operations would endanger public health and safety, the Boundary County Commissioners shall be entitled to "step in" or takeover the Services, either directly or through the use of another public or private qualified Services provider. Such takeover shall occur within seventy-two (72) hours of the determination. Nothing herein shall prohibit BVA from disputing any such findings through litigation but such litigation shall not, unless an injunction against Boundary County is entered, operate to affect a delay in the immediate takeover of the Services by Boundary County. BVA agrees in the event of a step-in or takeover to permit Boundary County to make use of BVA's equipment and supplies for a period up to ninety (90) days and Boundary County shall pay BVA a fair market value rent for such use. All such equipment and supplies shall be returned to BVA in the same condition, reasonable wear and tear excepted. BVA's cooperation under this paragraph shall not be construed as a waiver, or acceptance by BVA of the findings made by Boundary County Commissioners that led to the step in.

5. **OFFICE LOCATIONS.**

- a. **One Office Required.** BVA shall be required to maintain one (1) office in Boundary County for operations within Boundary County during the terms of this Agreement.
- b. **Additional Locations Permitted.** BVA may, in its sole discretion, maintain more than one office and shall also be permitted, but not required, to negotiate suitable contracts with outlying fire protection districts (or other entities) in Boundary County to house one or more of its ambulances and/or other supplies

within that facility. The terms and provisions of those additional locations shall be determined solely by BVA and the costs, if any, associated to maintaining any such additional locations shall be borne solely by BVA and/or the fire protection district (or other entity).

- c. **Primary Office Location.** The parties agree as follows:
 - i. **Location.** Boundary County agrees to provide BVA for its sole and exclusive use the (i) entire north half of the east half; plus (ii) the west half of the south half of the east half of the building known commonly as the Courthouse annex in Bonners Ferry, Idaho; plus (iii) the parking area located south of the Courthouse annex shall be reserved for and at all times available for BVA's use. Collectively, (i) through (iii) are referred to herein as the "Primary Location". This is the space that BVA occupies on the date this Agreement begins.
- d. **Lease of Primary Location.** Also in exchange for providing the Services, Boundary County agrees to lease the Primary Location to BVA for the period of October 1, 2013 to September 30, 2016 at no charge. In the event that this Agreement is terminated for any reason according to its terms, BVA agrees that it will quit and vacate the Primary Location within thirty (30) days thereafter.
- e. **BVA's Exclusive Use of Primary Location.** BVA shall have exclusive use of the Primary Location.
- f. **BVA's Uses of Primary Location.** BVA may use the Primary Location as it deems appropriate in its sole and absolute discretion subject to the following terms and provisions:
 - i. **Signs.** BVA shall place no signs upon the Primary Location without the prior written consent of Boundary County, which consent shall not be unreasonably withheld.
 - ii. **Remodeling.** BVA shall not alter, modify or change the interior of the Primary Location without the written consent of Boundary County. Any modifications agreed to shall be at BVA's sole cost and expense. BVA shall comply with all building codes and any reasonable changes requested

- by Boundary County in advance of construction.
- iii. **Fire, Health and Safety Hazards.** BVA shall create no fire, health or safety hazards inside or outside of the Primary Location and shall promptly correct any such hazards at its sole expense if Boundary County brings such items to BVA's attention.
 - iv. **Toxic Wastes and Hazardous Chemicals.** BVA shall not manufacture nor improperly store any caustic or toxic wastes or hazardous chemicals. All storage of hazardous chemicals or wastes shall be in compliance with State and Federal law.
 - v. **Maintenance of Exterior of Primary Location.** BVA shall keep the ground around the exterior of the Primary Location in a neat and clean condition and shall not permit debris or trash to exist except in appropriate containers. Boundary County shall be required to maintain in good condition and repair the exterior walls of the Primary Location and the asphalt and/or concrete around the Primary Location at Boundary County's sole expense.
 - vi. **HVAC and Plumbing System.** Boundary County shall, at its sole expense, maintain the HVAC and plumbing systems in good condition and repair throughout the term of this Lease.
 - vii. **Snow Removal.** Boundary County shall be required at its sole expense to keep the exterior of the Primary Location free and clear of ice and snow at all times so that BVA may perform its obligations under this Agreement.
 - viii. **Exterior Pavement Areas Free of Obstructions.** Boundary County shall be required to keep the areas outside of the Primary Location free and clear of all obstructions so that BVA may maintain good access to the Primary Location for BVA's uses, including but not limited to entering and exiting the Primary Location with its ambulances and other emergency equipment. Boundary County shall be required to ensure that at all times BVA has the ability to exit the Primary Location with its ambulances and emergency equipment and get those vehicles off of

Boundary County property and on to a public thoroughfare.

- ix. **Noxious Fumes and Odors.** BVA agrees not to use the Primary Location in any way that produces noxious or dangerous fumes, odors, smoke or waste.
- x. **Noise.** BVA agrees not to use the Primary Location in any way that produces sustained unreasonable noise that will interfere with the use and occupancy of adjoining tenants in the Courthouse annex.
- xi. **Roof.** Boundary County shall maintain and keep in good repair the roof of the Primary Location at its sole expense.
- xii. **Foundation and Walls.** Boundary County shall maintain and keep in good repair the foundation and walls of the Primary Location at its sole expense.
- xiii. **Electrical and Plumbing.** Boundary County shall maintain and keep in good repair the electrical and plumbing services of the Primary Location at its sole expense.
- g. **Utilities.** BVA shall pay one-third (1/3) of the natural gas, electrical, water, sewer and trash expenses (if any) for the Primary Location and Boundary County shall pay two-thirds (2/3) of the natural gas, electrical, water, sewer and trash expenses (if any) for the Primary Location.
- h. **Telephone.** BVA shall solely be responsible for payment of any telephone expenses it incurs as a part of its operation.
- i. **Condition of Primary Location.** BVA has examined and does accept the Primary Location and accepts the same in its current condition.

6. **RESPONSE TIMES.**

- a. **No Response Time Requirements.** Boundary County is not mandating or imposing any response time requirements due to the rural nature of the county.
- b. **Joint Statement Regarding Response Times.** Boundary County and BVA each state that it is the goal and desire and aspiration of both parties that BVA respond to Services calls as quickly as practicable given the financial and resource and location and staffing limitations that exist. BVA agrees to use its best efforts to

respond as timely as possible in light of the limitations identified herein. Both parties acknowledge, agree and understand that BVA is not guaranteeing, promising or otherwise committing to respond to any Service call within a set period of time, but that BVA commits to use its best efforts.

7. **TRANSPORT REQUIREMENTS.**

- a. **Compliance with BVA's Policies And Guidelines.** Patients shall be transported in accordance with BVA's written EMS policies and guidelines, as BVA may amend those from time to time.
- b. **Parties' Preferred Destination.** Boundary County and BVA each state a preference for transport to Boundary Community Hospital, Bonners Ferry, Idaho since it is the only hospital facility in Boundary County, Idaho.
- c. **Influence on Destination.** BVA and its personnel shall not attempt to influence a patient's destination selection other than as set forth in BVA's written EMS policies or where the BVA statements are based solely on the patient's health and wellbeing and likely outcome.
- d. **Boundary County Separate Air Transport Agreements.** Notwithstanding anything herein to the contrary, Boundary County and Boundary Community Hospital may enter into separate transport agreements with ambulance service providers that use aerial (helicopter and fixed wing aircraft) means of transport.
- e. **Transports Beyond License of BVA.** In the event that a transport is needed beyond the licensing level of BVA any entity may be authorized by Boundary County without the permission of BVA to transport.

8. **MULTI-CASUALTY INCIDENTS/ DISASTER RESPONSES.**

- a. **Cooperation.** BVA shall cooperate with Boundary County in rendering emergency assistance during a declared or an undeclared disaster or multi-county incident.
- b. **Neighboring Counties.** If Boundary County directs BVA to respond to a disaster in a neighboring county (Bonner County, Kootenai County, Benewah County, Idaho, Shoshone County, Idaho, Latah County, Idaho, and Lincoln County, Montana), BVA shall respond if possible to do so without jeopardizing BVA's

ability to respond to emergency Services calls originating in Boundary County. BVA may suspend responses to all non-emergency Service calls and stand-by events and may require that Boundary County consent to that decision prior to heeding Boundary County's desire that BVA assist neighboring counties.

c. **Boundary County Mass Casualty Trailer.**

- i. **BVA To Maintain and Deploy.** For no additional compensation, BVA agrees to house, maintain, manage and staff the Mass Casualty Trailer that is owned by Boundary County for use in disaster responses.
- ii. **Use.** BVA may not use the Mass Casualty Trailer except with the specific permission of Boundary County.
- iii. **Good Working Order.** BVA shall maintain the Mass Casualty Trailer in good working order in accordance with known maintenance requirements.

d. **Mutual-Aid Requirements.**

- i. **State or Federal Agencies.** BVA shall respond to requests for mutual aid made by State or Federal agencies if requested to do so by Boundary County and if possible to do so without jeopardizing BVA's ability to respond to emergency Services calls originating in Boundary County. BVA may suspend responses to all non-emergency Service calls and may require that Boundary County consent to that decision prior to heeding Boundary County's desire that BVA assist a Federal or State agency. In the event that BVA should not respond to a request for mutual aid by State or Federal agencies as requested by Boundary County, then Boundary County shall have the right to contact any provider for that particular event.
- ii. **In-County.**
 - (1) BVA may enter into mutual-aid agreements, at no expense to Boundary County, with (i) municipalities located in Boundary County; and (ii) fire protection districts located in Boundary County. A copy of any such agreements shall be provided to Boundary County.

- (2) BVA agrees to respond to mutual aid requests from other Boundary County based organizations in accordance with the terms of those mutual aid agreements.
- (3) BVA agrees to document the number and nature of all mutual aid responses it requests and provides.

iii. **Stand By Services.**

- (1) **Requests by Boundary County and BCSD101.** If requested by either Boundary County or BCSD101 School District, BVA agrees to provide stand-by services at Boundary County sponsored and BCSD101 sponsored events at no charge to Boundary County or to BCSD101.
- (2) **Other Requests.** BVA may, but shall not be required, to provide stand-by services for other entities in Boundary County and may charge such fees for such services and on such terms as it may determine in its sole discretion.

9. **FEES AND CHARGES.**

- a. **BVA to Set Fees.** In keeping with longstanding Boundary County policy, BVA shall be permitted to charge third parties for the Services it provides hereunder such amounts as BVA may determine are fair and reasonable in its sole and absolute discretion.
- b. **BVA to Retain Monies Collected.** BVA may retain all monies that it collects for the Services it provides and shall be permitted to use such monies as it deems best and appropriate for the carrying out of its non-profit purposes.

10. **BILLING AND COLLECTION.**

- a. BVA shall be solely responsible for all billing and collection of patient transport and related fees. Boundary County shall undertake no efforts to collect fees for or on behalf of Boundary County.
- b. BVA shall make no attempts to collect its fees at the time of service.
- c. BVA shall not charge Boundary County or any governmental entity requesting Services for patients transported intra-county while in custody or on a psychiatric

hold. BVA may bill the patient's insurance; however, BVA may not bill the patient directly for such services.

- d. BVA shall not bill the individual requesting Services for a work-related injury at the time of injury. BVA may bill the appropriate insurer unless the employer is a public entity that is self-insured.
- e. BVA shall include on all billing statements contact information for the person designated by BVA to respond to billing inquiries.
- f. BVA shall conduct all billing and collection activity in a professional and courteous manner.

11. INDEPENDENT CONTRACTOR STATUS.

- a. BVA and Boundary County agree that BVA is an independent contractor and not an agent, employee, servant, partner or joint venturer with or for Boundary County.
- b. BVA has the exclusive right to control the manner, method and means under, by and through which the Services are performed.
- c. All supplies, tools and equipment are being supplied by BVA to perform the Services required hereunder.

12. BVA's EMPLOYEES.

- a. BVA's employees are not employees of Boundary County or the District. Boundary County shall provide no employees or servants to perform the Services described herein. All employees and others performing the Services hereunder shall be under the exclusive care and control of BVA and all right to control the same shall rest solely with BVA. BVA's employees and members and agents shall not be entitled to benefits accorded Boundary County employees. Specifically, BVA, its employees, subcontractors, volunteers and agents shall have no claim under this Agreement or otherwise, for seniority, vacation time, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind from Boundary County. BVA agrees to provide worker's

compensation and unemployment benefits to its employees, members and/or agents in accordance with the law. BVA shall be solely liable for and obligated to pay directly all applicable payroll taxes (including Federal and State income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold Boundary County harmless from any and all liability which Boundary County may incur because of BVA's failure to pay such amounts.

- b. BVA agrees to provide sufficient employees, agents or volunteers to perform the Services; provided, however, that nothing herein shall be construed as requiring BVA to maintain any certain level of staffing at any particular time of day or night.

13. **ASSIGNMENT.**

- a. BVA may not assign, transfer or otherwise dispose of any interest or responsibility or right or privilege arising out of this Agreement without the prior written consent of Boundary County.

14. **EQUIPMENT.**

a. Vehicles.

- i. **Ownership and Maintenance.** BVA shall, at its own expense, acquire, own and maintain all vehicles that are necessary or convenient to perform its obligations under this Agreement.
- ii. **Identification.** No vehicles owned by BVA shall reflect any identification printed on them using the language Boundary County Emergency Medical Services or any like language using the name Boundary County. BVA is not owned by the County as it is a separate entity and should be clearly identified as such.

b. On Board Equipment and Supplies.

- i. **Ownership and Maintenance.** BVA shall, at its own expense, acquire and maintain all on-board equipment, medical supplies and personal

communications equipment used by BVA to perform its obligations under this Agreement and all such equipment and supplies shall meet the minimum State of Idaho requirements.

- c. **Inspection.** Boundary County may inspect the vehicles and on-board equipment after three (3) days advance written notice.
- d. **Maintenance Records.** BVA agrees to maintain detailed maintenance and repair records for all vehicles it owns and utilizes in performing Services under this Agreement. BVA shall make those records available to Boundary County inspection if requested in writing.
- e. **Operating Condition.** BVA shall ensure a maintenance and replacement program for equipment and supplies is in place that is designed and conducted to achieve the highest standard of reliability appropriate to a modern ambulance service.

15. **MEDICARE COMPLIANCE.**

- a. BVA shall implement and maintain a Medicare compliance program for all activities, including but not limited to documentation, claims processing, billing and collection.
- b. BVA's Medicare compliance program will substantially comply with the regulatory approach program outlined in the Office of Inspector General ("OIG") Compliance Program Guidance For Ambulance Suppliers as published in the Federal Register.

16. **HIPAA COMPLIANCE.**

- a. BVA shall implement a comprehensive plan to abide with the Health Insurance Portability and Accountability Act ("HIPAA") and the current rules and regulations enacted by the Department of Health and Human Services.
- b. BVA shall be responsible for all aspects of complying with HIPAA and particularly those enacted to protect the confidentiality of patient information.
- c. BVA will report HIPAA violations to Boundary County and will also report BVA's actions to mitigate the effect of such violations.

17. **INDEMNIFICATION.** BVA agrees to indemnify Boundary County, its officers,

officials, employees or agents against liability for injuries to persons or damage to property that is caused by BVA's grossly negligent or intentional misconduct in providing Services where such liability is premised on contract, strict liability or intentional acts or omissions; provided, however, BVA shall not be liable to indemnify Boundary County for (i) any injury, damage or loss occasioned by the negligence of Boundary County or its agents or employees or the failure of Boundary County 911 dispatch equipment or communications; (ii) any claims based on BVA's response times if BVA used its best efforts; (iii) any claims based on delays in providing Services caused by an untimely 911 dispatch; or (iv) any claims based on 911 dispatch communication dead spots; or (v) any claims where the need for Services arises in an area of Boundary County covered by a mutual aid agreement with Bonner County. Boundary County shall give BVA prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingently or otherwise, affects or might affect BVA, and each party shall have the right to compromise and defend the same to the extent of their own interest.

18. **INSURANCE.** BVA shall procure and at all times maintain in full force insurance cover in the Primary Location and BVA's activities thereon as well as all aspects of BVA's operation in **minimum** amounts as follows:

a. **Liability Insurance:**

- i. \$1,000,000 each person, bodily injury;
- ii. \$1,000,000 each occurrence, bodily injury; and
- iii. \$1,000,000 each occurrence, property damage.
- iv. BVA intends to maintain coverage far in excess of these stated minimums if the same can be obtained at reasonable cost and expense.

b. **Additional Insured.** The insurance shall name Boundary County and its officials, officers (elected and appointed), employees and agents as additional insureds.

c. **Cancellation.** BVA shall not reduce or cancel any insurance policy without thirty (30) days written prior notice to Boundary County.

d. **Proof of Insurance.** BVA shall provide proof of such coverage and a copy of the full insurance policy(ies) shall, at all times, be kept on file with the Boundary

County, Idaho clerk's office if formally requested in writing by Boundary County after the date of this Agreement.

19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior arrangements or understandings with respect thereto, written or oral.
20. **NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, expressed or implied, is intended to confer upon any Person, other than the parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
21. **AMENDMENTS.** This Agreement may be amended only by a subsequent writing signed by Boundary County and BVA.
22. **NO WAIVER.** No waiver hereto or hereunder shall be valid unless in writing signed by an authorized signatory of the party or parties to be affected thereby. The parties agree that failure on the part of either party to resist any breach of this Agreement as it occurs is not a waiver of the right of any party to later assert a similar breach as a cause of termination or enforcing of this Agreement.
23. **BINDING EFFECT.** This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
24. **NOTICES.**
 - a. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered:
 - i. If to BVA:
 - (1) Ken Baker, President
Boundary Volunteer Ambulance Service, Inc.
6447 Railroad Street
Bonners Ferry, Idaho 83805
Fax: (208) 267-9408
Phone: (208) 267-2604

(which shall not constitute notice to BVA);

Copy to Legal Counsel:
Brian W. Woods
Woods Law Office, LLC
7184 Main Street
Bonners Ferry, Idaho 83805
Phone: (208) 267-4455

ii. If to Boundary County:

(1) Boundary County Commissioners
Boundary County Courthouse
Bonners Ferry, Idaho 83805
Phone: (208) 267-7723
Copy to Legal Counsel:

(which shall not constitute notice to Boundary County);

Tevis Hull
Attorney at Law
95 Tamarack Lane
Sagle, Idaho 83860
Phone: (208) 255-2226

25. **GOVERNING LAW.** Notwithstanding the place where this Agreement may be executed by any of the parties, the parties hereto expressly agree that this Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Idaho.
26. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts (including facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
27. **HEADINGS AND CAPTIONS.** The headings and captions contained in this Agreement are for reference purposes only and are not part of this Agreement.
28. **INTERPRETATIONS; CONSTRUCTION AND GENDER.**
- a. No uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions

of all parties hereto.

b. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires.

29. **SEVERABILITY.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

30. **SINGULAR AND PLURAL.** Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. **IN WITNESS WHEREOF,** the parties have hereunto set their hands as of the day and year written below.

Dated this 30th day of September, 2013.

Boundary County:

Boundary Volunteer Ambulance Service, Inc.

Dan Dinning, Chairman



Ken Baker, President

Walt Kirby, Commissioner

LeAlan Pinkerton, Commissioner

Boundary County Ambulance Service District:

Attest:

Glenda Posten, Boundary County Clerk

Dan Dinning

Walt Kirby

LeAlan Pinkerton

Boundary County
Ambulance Service Agreement