

# San Juan County EMS Standby Services Agreement

This agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between San Juan County EMS and \_\_\_\_\_ (Service User). Whereas, Service User is requesting Emergency Medical Service standby services, and, whereas SJCEMS is willing to provide such services under the terms set forth herein: Now, therefore it is agreed as follows:

1. SJCEMS agrees to provide the following marked special service(s) to the Service User:

a. \_\_\_\_ Dedicated EMS ALS Ambulance Standby

b. Standby ambulance service, meaning an ambulance with two (2) appropriately licensed medical technicians, one of which at least at the level of Advanced Emergency Medical Technician, 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 SJCEMS crews and resources. The fee for this service is **\$200.00** per hour or any part thereof, with a minimum charge of two (2) hours.

b. \_\_\_\_ Dedicated EMS BLS Ambulance Standby

Standby ambulance service, meaning an ambulance with two (2) appropriately licensed medical technicians, both of which at the Emergency Medical Technician-Basic level, 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 SJCEMS crews and resources. The fee for this service is **\$150.00** per hour or any part thereof, with a minimum charge of two (2) hours.

c. \_\_\_\_ Dedicated Non-Transport ALS Standby

Standby non-transport service, meaning a licensed medical technician at the Advanced Emergency Medical Technician level or higher, 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. The fee for this service is **\$60.00** per hour or any part thereof, with a minimum charge of two (2) hours.

NOTE: This service does not provide the capability for patient transport, which the technician would coordinate with additional EMS resources, should the need arise.

d. \_\_\_\_ Dedicated Non-Transport BLS Standby

Standby non-transport service, meaning a licensed medical technician at the Emergency Medical Technician-Basic level or higher, 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. The fee for this service is **\$50.00** per hour or any part thereof, with a minimum charge of two (2) hours. NOTE: This service does not provide the capability for patient transport, which the technician would coordinate with additional EMS resources, should the need arise.

e. \_\_\_\_ Non-Dedicated ALS Ambulance Standby

Standby ambulance service, meaning an ambulance with two appropriately licensed medical technicians, one of which at least at the level of Advanced Emergency Medical Technician, will locate themselves at a function or event but will remain available for other routine EMS calls in the area. If the ambulance is dispatched to another EMS call, a replacement ambulance/crew will be routed to the event as soon as possible, but consistent coverage is not guaranteed. There is no fee for this service.

NOTE: This service is only available to nonprofit and governmental Service Users.

f. \_\_\_\_ Additional EMS Personnel

One or more appropriately licensed medical technicians supplemental to the above-selected service(s). Rates are respective to the type of personnel, as noted below (indicate quantity):

\_\_\_\_ BLS Personnel - **\$50.00** per hour or any part thereof, per personnel

\_\_\_\_ ALS Personnel - **\$60.00** per hour or any part thereof, per personnel

\_\_\_\_ Supervisor/Management - **\$100.00** per hour or any part thereof, per personnel.

NOTE: This option is only available in conjunction with services “a” through “d” above and must be for the same duration of said service.

2. Due to the call volume of San Juan County Emergency Medical Services, dedicated standby services are subject to the availability of off-duty personnel and availability of reserve ambulances/vehicles. 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 SJCEMS to utilize technicians and equipment assigned to the dedicated standby. If this occurs during a dedicated standby (with this agreement in place), and a lapse of onsite EMS coverage occurs, another similar resource will be immediately routed to the event as soon as possible.

3. Hourly charges for this service begin from the time the personnel arrive(s) at the designated standby location until it is released from the event, with a two-hour minimum charge per dedicated standby service. SJCEMS reserves the right to waive fees for events if appropriate.
4. Upon completion of dedicated standby services, SJCEMS will bill Service User for costs associated with this agreement, and Service User agrees to pay all fees within thirty (30) days of invoice receipt.
5. SJCEMS reserves the right to refuse any Dedicated Standby Services Agreement submitted by Service User less than thirty (30) days 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 is received by SJCEMS less than 72 hours prior to the start time of the requested dedicated standby service event.
7. This agreement may be cancelled by either party by giving 48 hours advanced written notice.
8. The charges provided for herein reflect only those charges associated with making EMS more readily available to the Service User. In all situations, if a patient is transported and/or treated, normal ambulance billing policies and charges will apply and will be billed to the patient receiving medical services or their designated responsible party.
9. Nothing herein shall be construed to create a higher standard of care on the part of SJCEMS than generally recognized under the laws, rules and regulations set forth by the State of Utah and its Office of Emergency Medical Services.
10. Each party will indemnify and hold the other harmless from any and all claims, actions, liability, and expenses (including costs of judgements, settlements, court costs, and attorney's fees) caused by or resulting from the negligent or intentional acts or omissions of the other party or any employee or contractor of the other party or any failure of the other party to perform any obligation undertaken or any covenant in this agreement. Upon notice from one party to the other, the notified party will have an obligation to resist and defend at its own expense and by counsel reasonably satisfactory to the notifying party, any such claim or action.
11. SJCEMS personnel have no authority to enter into contracts or agreements on behalf of SJCEMS. This agreement does not create a partnership between the parties.
12. 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.

13. 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 the San Juan County Emergency Medical Services Director.

14. This agreement may not be assigned, in whole or in part, by Service User.

15. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Utah.

16. If any part of this agreement shall be held unenforceable, the rest of the agreement will nevertheless remain in full force and effect.

17. This agreement may be supplemented, amended or revised only in writing by agreements of both parties.

In witness whereof, the parties hereto have executed this agreement on the date first above written.

**Service User**

**San Juan County EMS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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Title