



EAST FORK FIRE PROTECTION DISTRICT

1694 County Road
Minden, NV 89423
(775) 782-9040
(775) 782-9043 (fax)

Tod F. Carlini, District Fire Chief
Steve Eisele, Deputy Fire Chief/Fire Marshal
Dave Fogerson, Deputy Fire Chief/Operations

Thank you for inquiring about East Fork Fire Protection District (EFFPD) providing a stand by at your organization's special event. As you are probably aware, EFFPD is your local fire and paramedic agency, organized under NRS 474. As such, EFFPD must provide the stand by for your special event, or provide permission for another state permitted service to provide the stand by in order to protect the life safety of our community.

EFFPD understands the importance of providing emergency medical services (EMS) during special events or community programs. The enclosed Special EMS Service Agreement must be utilized in order to arrange any special EMS coverage by East Fork Fire District.

In order for any organization or governmental entity to request special standby services from EFFPD, the enclosed agreement must be requested, completed, signed and returned to EFFPD at least 72 hours 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 EFFPD at least fourteen (14) days prior to the start of the event.

Although East Fork 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 EFFPD is always response to 911 calls made by the citizens and visitors to our jurisdiction. Please read the enclosed agreement carefully for details.

East Fork 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 East Fork Fire Protection District, please accurately complete the enclosed agreement and submit it to EFFPD before applicable deadlines.

You may return completed and signed agreements to:

Fax: (775) 782-9043

Mail/In Person: East Fork Fire Protection District
1694 County Road
Minden, NV 89423

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

by and between East Fork Fire Protection District (EFFPD) and

_____ (SERVICE USER).

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

1. "EFFPD" Agrees to provide the following a dedicated EMS ambulance stand by to the "SERVICE USER" named above:
 - A. Standby ambulance service, meaning an ambulance with two firefighter/EMT's, at least one of whom is a firefighter/paramedic who 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 personnel are all-risk fire, rescue and EMS personnel. Dedicated standbys are subject to the availability of "EFFPD" crews and resources, *see item #3 for additional details*. The fee for this service is **\$156.00** per hour or any part thereof with a minimum charge of two (2) hours.
2. "EFFPD" 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 East Fork Fire and Paramedic Districts, 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 "EFFPD" 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 all fees associated with this AGREEMENT will be waived.
4. Upon completion of Dedicated Standby Services, "EFFPD" 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. "EFFPD" 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 \$250.00 in addition to hourly standby fees for any event for which the request for Dedicated Standby Services was received by "EFFPD" less than 72 hours prior to the start time of the request Dedicated Standby Services event.
7. 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 of notice, for which "EFFPD" 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.

8. Nothing herein shall be construed to create a higher standard of care on the part of “EFFPD” than generally recognized under the laws of the State of Nevada for EMS services.
9. 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.
10. The dedicated EMS unit may be required to leave the event to transport an injured or ill patient. In this event, the unit will not be back filled unless special arrangements have been made ahead of time and payment for an additional resource is agreed to be made.
11. “EFFPD” shall supply an EMS unit with the necessary equipment, tools, materials, and/or supplies as outlined by the Nevada State Health Division Office of Emergency Medical Systems to accomplish the job agreed to be performed unless otherwise agreed in writing.
12. 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 “EFFPD” personnel if the situation deems necessary.
13. “EFFPD” operates under approved protocols by our local medical director and the State of Nevada. These protocols cannot be altered by agent unless they are willing to fulfill the requirements of our “unsolicited medical intervention” protocol which requires the nurse or physician to accompany the patient to a receiving facility and complete the patient’s electronic medical record.
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 “EFFPD” personnel. “EFFPD” 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. “EFFPD” personnel providing the requested service shall not be charged for admission or entry fee to the event for which they have been requested.
16. “EFFPD” provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with “EFFPD” and in accordance with “EFFPD” policies and procedures.
17. **RELEASE OF LIABILITY:** “SERVICE USER” agrees to hold East Fork harmless for any damages or liability whatsoever, including attorney fees, arising out of any acts or omissions of the “EFFPD” personnel, or anyone else working under or with the “EFFPD” 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 EAST FORK FIRE:** Non-management “EFFPD” personnel have no authority to enter into contracts or agreements on behalf of “EFFPD”. 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 EFFPD’s on-duty Battalion or Duty Chief.
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 Nevada.
- 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.

STANDBY AND "SERVICE USER" INFORMATION

The following "SERVICE USER" information will be used by "EFFPD" for scheduling and billing for services.

Name/Title of Event: _____

EVENT OCCURRENCE

Date: _____ **Start Time:** _____ **End Time:** _____

Location for Ambulance to Meet: _____

Organization Name: _____

Primary Contact Person's Name: _____

Mailing Address (for billing): _____

City: _____ **State:** _____ **Zip Code:** _____

Phone #: _____ **Phone # Day of Event (if different):** _____

Email Address: _____

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

"SERVICE USER"

"EFFPD"

Printed Name

Printed Name

Signature

Signature

EFFPD Use Only:

Apparatus assigned: _____ Personnel: _____

IR #: _____

Number of patients AMA'd: _____ Number of patients transported: _____

Special notes: _____

Bill sent: _____ (date) _____ (person)

Payment received: _____ (date)