

**CONTRACT NAME: AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE, WEST AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between American Medical Response, West and DJUSD is to provide medical standby services with staffing to provide first aid, emergency care and medical transportation, when necessary, for athletes at Davis Senior High School football games.

This cost of this service varies depending on the scope of services and is allocated in the 2016-2017 District budget.



## MEDICAL STANDBY SERVICES AGREEMENT

**THIS AGREEMENT** is made between the American Medical Response company ("AMR") and the customer (the "Customer") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined in Schedule "A".

**WHEREAS**, AMR is in the business of providing medical standby and medical transportation services;

**WHEREAS**, Customer has conducted an analysis of its medical standby and medical transportation needs, and has determined that such needs will be best met through a medical standby agreement with AMR;

**NOW, THEREFORE**, AMR and Customer do hereby agree as follows:

1. **Provision of Services.** AMR will provide the ambulance medical standby services described in Schedule "A" hereto (the "Services") to Customer on the terms and conditions specified herein for the venues or events described in Schedule "A" (the "Venues"). AMR agrees to supply the ambulance(s), personnel described on Schedule "A" and radios to communicate with the applicable emergency medical services agencies and communication centers. Customer agrees to supply radios for internal communications between AMR personnel and Customer personnel if desired by Customer.
2. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. AMR's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel providing Services will be licensed or certified at the level specified on Schedule "A", as required by applicable law.
3. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry.
4. **Scheduling of Services and Responsibilities of Customer.** During the term of this Agreement, and all extensions thereto, Customer agrees to:
  - a. Provide a written schedule of events at least three (3) days in advance of any event at which Services are required, and to notify AMR in writing of any changes thereto in a timely manner. Any cancellations made by Customer, less than twenty four (24) hours in advance will result in a four (4) hour minimum charge at the rates set forth in Schedule "A".
  - b. Provide a secure area, to be agreed upon by AMR, for parking AMR's vehicles during each event. The parking area must provide for reasonable access in order to facilitate the timely transportation of any patients who require medical transportation.
5. **Compensation and Billing.** The Customer will pay AMR the amounts set out in Schedule "A" for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. In addition, AMR shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients (collectively, "Patients") requiring medical transportation, and any responsible third party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR agrees that the rates to be billed to Patients or third party payors shall comply with applicable laws. AMR shall be solely entitled to all collections resulting from such billing.
6. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
7. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.
8. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
9. **Term.** The initial term of this Agreement shall commence on the Commencement Date set out in Schedule "A" hereof and end on the Expiration Date. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the "Term".
10. **Termination.** Each party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and

owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to confirm that it will provide Services in response to a timely request made pursuant to Section 4.a, if such failure is not cured within five (5) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR's loss or suspension of licensure necessary for the provision of the Services.

11. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Customer:

**Davis High School Athletic Director  
Davis Unified School District  
315 West 14<sup>th</sup> Street  
Davis, CA 95616  
(530) 757-5400 x 111**

If to AMR:

**Regional Director  
American Medical Response  
1041 Fee Dr.  
Sacramento, CA 95815**

With Mandatory Copy to:

**Legal Department  
American Medical Response, Inc.  
6200 South Syracuse Way, Suite 200  
Greenwood Village, Colorado 80111**

12. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any

payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
15. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
16. **Compliance Program and Code of Conduct.** AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
18. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws

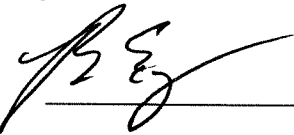
of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

**IN WITNESS WHEREOF**, the parties have hereto executed this Agreement.

American Medical Response, West

By: \_\_\_\_\_  
Karl Pedroni, Regional Director

Davis High School Athletics

By:  \_\_\_\_\_

Print Name: Bruce E. Colby

Print Title: Assoc. Supt. Business Services



## **MEDICAL STANDBY SERVICES AGREEMENT**

### **SCHEDULE "A"**

#### **PROVISION OF SERVICES**

##### **I. Medical Standby Services**

If checked, AMR shall provide the following medical standby services (the "Services") at the following rates:

- ☒ "Advanced Life Support" or "ALS" ambulance and crew at the rate of **\$110/hr**;
- ☒ "Basic Life Support Service" or "BLS" ambulance and crew at the rate of **\$90/hr**;
- ☒ "Advanced Life Support" or "ALS" level employee at the rate of **\$80/hr**;
- ☒ "Basic Life Support Service" or "BLS" level employee at the rate of **\$60/hr**;
- ☒ "Advanced Life Support" or "ALS" Bike Team at the rate of **\$110/hr**;

The personnel staffing the ambulance(s) shall provide first aid, emergency care and, when necessary, medical transportation, within the scope of their licensure. AMR shall have no obligation to provide or arrange for the delivery of medical care at the Venue in excess of such scope of practice.

##### **II. Service Area:**

Services shall be provided in and around Davis High School and in other locations as may be agreed upon by the parties.

##### **III. Commencement Date**

The Commencement Date referred to in Section 9 of this Agreement shall be: September 1, 2016 and the August 31, 2018 ("Expiration Date")