



## Elko County Ambulance Service Special EMS Service Program Revised 2019

Elko County Ambulance Service (ECAS) understands the importance of providing EMS services during special events or community programs. The enclosed Special EMS Service Agreement must be utilized in order to arrange any special EMS coverage by Elko County Ambulance Service.

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

Although Elko County Ambulance Service 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 ECAS is always response to 911 calls made by Elko County Citizens. Please read the enclosed agreement carefully for details.

Elko County Ambulance Service 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 Elko County Ambulance Service, please accurately complete the enclosed agreement and submit it to ECAS before applicable deadlines.

**You may return completed and signed agreements to:**

**Email:**        [lcabaniss@elkocountynv.net](mailto:lcabaniss@elkocountynv.net)

**Fax:**            775-753-5121

**Mail:**            Elko County Ambulance Service  
540 Court St., Suite 101  
Elko, NV 89801

**You may address any questions, concerns, or special requests to Director Lee Cabaniss:**

**Email:**        [lcabaniss@elkocountynv.net](mailto:lcabaniss@elkocountynv.net)

**Phone:**        775-397-7190 or 775-738-8046



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THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by and between Elko County Ambulance Service (ECAS) and

\_\_\_\_\_ (SERVICE USER).

**WHEREAS**, “SERVICE USER” is desirous of contracting for special EMS services; and

**WHEREAS**, “ECAS” is willing to provide such services under the terms set forth herein;

**NOW, THEREFORE**, it is agreed as follows:

1. “ECAS” Agrees to provide DEDICATED STANDBY SERVICES to the “SERVICE USER” named above. Dedicated Standby Services or Standby EMS service, meaning either an ambulance with at least two EMS personnel or a response vehicle with at least one EMS personnel will locate themselves at a function or event and will remain dedicated to that event, and will not be routinely available for other EMS calls in the area. All personnel are credentialed by the State of Nevada, Department of Public and Behavioral Health, Emergency Medical Systems, and at least one EMS personnel will be credentialed at the EMT level, or higher. Dedicated standbys are subject to the availability of “ECAS” personnel and resources, *see item #3 for additional details.*

**The fee for this service is \$110.00 per hour or any part thereof with a minimum charge of two (2) hours.**

2. “ECAS” Agrees to provide the above Dedicated Standby Services 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 the Elko County Ambulance Service, Dedicated Standby Services are subject to the availability of off-duty personnel and spare EMS 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, including times of high emergency call volume may still require “ECAS” to utilize the personnel, ambulance, or EMS units assigned to the Dedicated Standby Service. Additionally, if the Dedicated Standby Service personnel are the only EMS unit available due to call volume or location, the EMS unit may still be required by “ECAS” to respond to a call for aid. If this occurs during a scheduled Dedicated Standby Service (with this AGREEMENT in place), and a lapse of onsite EMS coverage occurs, another EMS resource, ambulance, or personnel will be routed to the event as soon as possible, and all fees associated with this AGREEMENT will be waived for the time Dedicated Standby Services were not physically located at the event.**
4. “ECAS” endeavors to provide Dedicated Standby Services for each event under this agreement, however if an EMS Unit assigned to Dedicated Standby Services is required to respond to a call for aid as indicated in item #3, this determination will be made by the Director, Assistant Director, or by the ranking EMS personnel on duty. “ECAS” makes no explicit or implied guarantees that an EMS Unit will be available for the duration of any individual event. If an event is delayed, interrupted, or cancelled due to lack of EMS Unit or departure of the EMS Unit “SERVICE USER” agrees to hold harmless and release from liability Elko County and “ECAS”.
5. Upon completion of Dedicated Standby Services, “ECAS” 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.



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6. "ECAS" reserves the right to refuse any Special Services Agreement submitted by "SERVICE USER" when personnel or EMS Units are projected to not be available due to any cause for the date, time, or location requested by "SERVICE USER".
7. "ECAS" 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. "SERVICE USER" agrees to pay **\$150.00** in addition to hourly standby fees for any event for which the request for Dedicated Standby Services was received by "ECAS" less than 72 hours prior to the start time of the request Dedicated Standby Services event.
8. The "SERVICE USER" will be billed, and agrees to pay, for Dedicated Standby Services following the conclusion of the event.
9. This Agreement shall begin upon approval of this document and shall terminate at the conclusion of the requested Dedicated Standby Services 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' notice, for which "ECAS" 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.
10. Nothing herein shall be construed to create a higher standard of care on the part of "ECAS" than generally recognized under the laws of the State of Nevada for EMS services. "ECAS" personnel are credentialed for Emergency Medical Services only. By this agreement the "SERVICE USER" acknowledges that "ECAS" personnel do not replace the need for an athletic trainer, physician, lifeguard, nurse, firefighter, law enforcement, or any other event staff specifically required by any law, statute, administrative code, ordinance, policy, etc.
11. 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. If additional care or transportation of a patient is required from the location of the dedicated standby service an additional "ECAS" unit will normally be dispatched to provide that transportation in an attempt to provide uninterrupted service to the "SERVICE USER" during the scheduled event. If the "ECAS" Dedicated Standby Services unit must provide transportation from the location, please refer to item #3 above regarding waving of service fees during the absence of dedicated standby unit.
12. "ECAS" shall supply an EMS unit with the necessary equipment, tools, materials, communication equipment, and/or supplies as normally outlined by the Nevada State Department of Public and Behavioral Health, Office of Emergency Medical Systems to accomplish the job agreed to be performed unless otherwise agreed in writing. This may include an ambulance with appropriate personnel and equipment, or a response vehicle with appropriate personnel and equipment based on the nature of the request and availability of resources.
13. The "SERVICE USER" agrees to provide a means of shelter from the environment sufficient enough to perform the requested service and sanitation provisions (water for washing, toilet facilities, etc.) for the "ECAS" personnel if the situation deems necessary. "ECAS" personnel will provide their own food, water, etc. for the duration of the special event. However, this does not limit the ability of the "SERVICE USER" to provide food or beverage to "ECAS" personnel at a reduced price or free if authorized by the "SERVICE USER".



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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 “ECAS” personnel. “ECAS” 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. “ECAS” personnel providing the Dedicated Standby Services shall not be charged for admission or entry fee to the event for which they have been requested for Dedicated Standby Services. For the purposes of this section that includes additional personnel who may be requested to the location for purposes of medical care or transportation, and appropriate supervisor oversight, if necessary.
16. Elko County provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with Elko County and in accordance with Elko County policies and procedures.
17. **RELEASE OF LIABILITY:** “SERVICE USER” agrees to hold Elko County harmless for any damages or liability whatsoever arising out of any acts or omissions of the “ECAS” personnel, or anyone else working under or with the “ECAS” 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 ELKO COUNTY AMBULANCE SERVICE:** “ECAS” personnel have no authority to enter into contracts or agreements on behalf of Elko County. 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 the Director or Assistant Director of Elko County Ambulance Service.
22. Pursuant to Resolution 18-2011 of the Elko County Board of Commissioners “ECAS” is required to adjust prices for all services with an effective date of January 1 of each year, including fees for Dedicated Standby Services. Notice is hereby given that, under this agreement, regardless of when Special EMS Services are requested, approved, or confirmed services will be billed at the rates in effect at the time the service is provided.
23. “ECAS” personnel are not permitted to accept any payment for services under this agreement from the “SERVICE USER” at the time services are rendered. Payments may only be made to Elko County Ambulance Service after receiving an invoice. “ECAS” personnel are not permitted to accept any monetary or in-kind gratuity for any services. Nothing in “ECAS” policy or this agreement prohibits personnel participating in Dedicated Standby Services from receiving food, identification materials, access, or other items commonly available to all participants, volunteers, or staff at the special event (i.e. free lunch, staff t-shirt, etc.).



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24. Pursuant to NRS 450B.700 there are additional requirements for events where 50,000 or more persons are projected to be in attendance. The event sponsor or “SERVICE USER” is responsible for providing the items listed below.
- a. Two or more first aid stations
  - b. Two or more physicians licensed to practice pursuant to NRS 630 or NRS 633
  - c. Two or more roving emergency medical technician teams
  - d. Two or more Advanced Life Support ambulances

“ECAS” may assist an event sponsor with Emergency Medical Service related staffing upon request and agreement, except for physicians. In this situation the hourly fee listed above will be assessed per first aid station, per roving team, and per ALS ambulance. An additional fee will also be assessed for Supervisors per hour, including planning hours. An additional fee will be assessed for special resources or mutual aid resources based on actual or estimated costs. Additional costs will be assessed by “ECAS” and the “SERVICE USER” will be provided with a written quote of projected pricing upon written request of “SERVICE USER” before entering into agreement with “ECAS”

25. **ASSIGNABILITY:** This Agreement may not be assigned, in whole or in part, by “SERVICE USER”.
26. **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, in the venue of the 4<sup>th</sup> Judicial District Court, in and for the County of Elko, State of Nevada.
27. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties.
28. **SEVERABILITY:** If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect.
29. **AMENDMENTS:** This Agreement may be supplemented, amended or revised only in writing by Agreements of the parties.



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**STANDBY AND “SERVICE USER” INFORMATION**

The following “SERVICE USER” information will be used by “ECAS” for scheduling and billing for services.

**Name/Title of Event:** \_\_\_\_\_

**EVENT OCCURRENCE 1**

**Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**EVENT OCCURRENCE 2 (if applicable)**

**Date:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Location:** \_\_\_\_\_

*(If request is for more than 2 event occurrences attach additional details to agreement)*

**Organization Name:** \_\_\_\_\_

**Primary Contact Person’s Name:** \_\_\_\_\_

**Mailing Address (for billing):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Phone # day of event (if different):** \_\_\_\_\_

**Email Address (if available):** \_\_\_\_\_

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

**“SERVICE USER”**

**“ECAS”**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature