

# Medical and Special Events Standby Coverage Agreement

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Washington County – Johnson City EMS (WC-JC EMS) and \_\_\_\_\_ (SERVICE USER).

WHEREAS, “SERVICE USER” is desirous of contracting for special EMS and/or Rescue services; and WHEREAS, “WC-JC EMS” is willing to provide such services under the terms set forth herein;

NOW , THEREFORE, it is agreed as follows:

1. “WC-JC EMS” Agrees to provide the following marked special service(s) to the “SERVICE USER” named above:

\_\_\_\_\_ A. DEDICATED EMS ALS AMBULANCE STANDBY

*Available to ANY “SERVICE USER”*

Standby ambulance service, meaning an ambulance with two medical technicians, one of which will be a Paramedic, 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 “WC-JC EMS” crews and resources, *see item #3 for additional details*. The fee for this service is **\$100.00** per hour or any part thereof with a minimum charge of two (2) hours.

\_\_\_\_\_ B. DEDICATED EMS BLS AMBULANCE STANDBY

*Available to ANY “SERVICE USER”*

Standby Rescue service, meaning an Basic Life Support Rescue Unit with at least one Emergency Medical Technician, will locate themselves at a function of 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 “WC-JC EMS” crews and resources, *see item #3 for additional details*. The fee for this service is **\$75.00** per hour or any part thereof with a minimum charge of two (2) hours.

\_\_\_\_\_ B. DEDICATED EMS BLS RESCUE STANDBY

*Available to ANY “SERVICE USER”*

Standby ambulance service, meaning an ambulance with two Emergency medical technicians 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 “WC-JC EMS” crews and resources, *see item #3 for additional details*. The fee for this service is **\$35.00** per hour or any part thereof with a minimum charge of two (2) hours.

\_\_\_\_\_ C. NON-DEDICATED EMS ALS AMBULANCE STANDBY

*This option is **ONLY** available to **NONPROFIT AND GOVERNMENTAL** “SERVICE USERS” (refer to item #7 for additional details)*

Standby ambulance service, meaning an ambulance with two medical technicians, will locate themselves at a function of event but will remain available for EMS calls in the area. If the ambulance is dispatched to another EMS call, a replacement ambulance/crew will be routed to

the events as soon as possible, but consistent event coverage is not guaranteed and gaps in coverage may occur. There is no fee for this service.

           D. NON-DEDICATED EMS BLS RESCUE STANDBY

*This option is **ONLY** available to **NONPROFIT AND GOVERNMENTAL** “SERVICE USERS” (refer to item #7 for additional details)*

Standby Rescue service, meaning an Basic Life Support Rescue Unit with at least one Emergency Medical Technician, will locate themselves at a function of event but will remain available for EMS calls in the area. If the BLS Unit is dispatched to another EMS call, a replacement unit/crew will be routed to the events as soon as possible, but consistent event coverage is not guaranteed and gaps in coverage may occur. There is no fee for this service.

           E. OTHER EMS MEDICAL OR RESCUE STANDBY

*Available to ANY “SERVICE USER”*

Standby ambulance or rescue service as defined in *Appendix A*.

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

2. “WC-JC EMS” 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 Washington County – Johnson City EMS, Dedicated Standby Services are subject to the availability of off-duty crews and availability of reserve ambulance/rescue 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 “WC-JC EMS” 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 ambulance or rescue unit and 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, “WC-JC EMS” 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. “WC-JC EMS” 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 \$150.00 in addition to hourly standby fees for any event for which the request for Dedicated Standby Services was received by “WC-JC EMS” less than 72 hours prior to the start time of the request Dedicated Standby Services event.
7. **If the “SERVICE USER” is entering into this agreement as a NONPROFIT organization AND requesting a NON-DEDICATED STANDBY, a copy of the “SERVICE USER” organization’s**

**IRS Determination Letter MUST be attached to this agreement to qualify for waived fees. Governmental agency confirmation will be conducted by “WC-JC EMS” before any “SERVICE USER” filing as such will be provided services by “WC-JC EMS” for waived fees.**

8. The parties agree that commercial service/for profit events and users are not eligible for non-dedicated standby (no fee) services and the “SERVICE USER” will be billed, and agrees to pay, for special EMS 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 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 notice, for which “WC-JC EMS” 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 two hours of time, whichever is greater.
10. Nothing herein shall be construed to create a higher standard of care on the part of “WC-JC EMS” than generally recognized under the laws of the State of Tennessee Division of EMS.
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.
12. “WC-JC EMS” shall supply an EMS unit with the necessary equipment, tools, materials, and/or supplies as outlined by the Tennessee Department of Health Division Office of Emergency Medical Services to accomplish the job agreed to be performed unless otherwise agreed in writing.
13. 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 “WC-JC EMS” personnel if the situation deems necessary.
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 “WC-JC EMS” personnel. “WC-JC EMS” 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. “WC-JC EMS” personnel providing the requested service shall not be charged for admission or entry fee to the event for which they have been requested.
16. Washington County - Johnson City EMS provides workers compensation and liability insurance for its employees and volunteers that render services in the course of their duty with Washington County - Johnson City EMS and in accordance with Washington County - Johnson City EMS policies and procedures.
17. **RELEASE OF LIABILITY:** “SERVICE USER” agrees to hold Washington County - Johnson City EMS harmless for any damages or liability whatsoever arising out of any acts or omissions of the “WC-JC EMS” personnel, or anyone else working under or with the “WC-JC EMS” personnel.

The “SERVICE USER” agrees to hold “WC-JC EMS” harmless for any damages or liability resulting from

insufficient staffing so long as “WC-JC EMS” has provide the staffing requested in this agreement. WC-JC EMS assumes no responsibility for adding additional staff unless requested to do so in writing by the “SERVICE USER”.

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 WASHINGTON COUNTY – JOHNSON CITY EMS:** “WC-JC EMS” personnel have no authority to enter into contracts or agreements on behalf of Washington County - Johnson City EMS. 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 of Washington County - Johnson City EMS or the Shift Captain.
22. **ASSIGNABILTIY:** 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 Tennessee.
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.



# Medical and Special Events Standby Coverage Agreement



Washington County – Johnson City EMS  
296 Wesley Street, Johnson City, TN 37601

## STANDBY AND “SERVICE USER” INFORMATION

The following “SERVICE USER” information will be used by WC-JC EMS for scheduling and billing for services. Any changes to the schedule shall require 48 hours notification.

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

Date of Event: \_\_\_\_\_ Start Time: \_\_\_\_\_ am/pm End Time: \_\_\_\_\_ am/pm

Location of Event: \_\_\_\_\_

**Event requires the following selected level of service:**

- Dedicated EMS ALS Ambulance Standby       Non-Dedicated EMS ALS Ambulance Standby
- Dedicated EMS BLS Ambulance Standby       Non-Dedicated EMS BLS Ambulance Standby
- Dedicated EMS BLS Rescue Standby       Non-Dedicated EMS BLS Rescue Standby
- Other EMS Ambulance and/or Rescue Standby as outline in Appendix A

*If multiday event please list specific times and dates below.*

Any specific details for the event: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Organization Name/Service User: \_\_\_\_\_

Entity Type: Corporation     Not-For-Profit       Governmental       Other

Are you charging admission to the event?:     YES       NO

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

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

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

Phone #: \_\_\_\_\_ Phone # 2 (if different): \_\_\_\_\_

Email Address: \_\_\_\_\_

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

“SERVICE USER” Representative

“WC-JC EMS” Representative

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

