

AGREEMENT TO STANDBY AMBULANCE SERVICES

THIS AGREEMENT is entered into on the date set out below by and between Campbell County Health (hereinafter "CCH") and Sherry Morgan of PO Box 490 Wright, WY 82732 (hereinafter "CONTRACTOR")

WHEREAS CONTRACTOR operates the Wright football games; and

WHEREAS CONTRACTOR desires to have an EMS staffed ambulance on standby at the events; and

WHEREAS CCH operates an ambulance service which employs emergency medical services personnel and desires to provide standby ambulance services;

NOW, THEREFORE, the parties agree as follows:

1. CCH agrees to provide an ambulance and crew to CONTRACTOR's event(s) on the following date(s), time(s) and location(s): Friday August 31st 6pm, Friday September 14th 7pm, Friday September 28th 7pm, Friday October 19th 7pm, at Wright High School @ 2.5 hours.
2. CONTRACTOR agrees to pay \$135.00 per hour for the first hour (1 hour minimum) and \$105.00 per each hour thereafter (per hour in quarter hour increments) plus the cost of any supplies used in rendering aid at the event based on CCH's current cost sheet prices for each event. Billing time starts at contracted arrival/event start time and ends when standby ambulance clears the event site upon completion. CONTRACTOR will provide CCH a \$ 135.00 deposit at the time of signing this agreement. The deposit is applied to the final bill. The deposit is returnable to the CONTRACTOR in the event CONTRACTOR provides CCH's Emergency Medical Services Department one (1) hour notice of cancellation of the event for each event day. If this notice is not provided, \$ 135.00 of the deposit will be retained by CCH as liquidated damages for having to prepare the ambulance for service. Both parties agree this amount will compensate CCH for the damages it will incur, these damages will be difficult to calculate.

AGREEMENT TO PROVIDE STANDBY AMBULANCE SERVICES

Wright football games (continued)

3. CONTRACTOR understands CCH must provide emergency medical services for Gillette, Wright, and Campbell County. It is, therefore, agreed between both parties that in the event emergency call(s) come in during the event, and, in CCH's opinion, there are not sufficient resources to respond to the call(s), the standby ambulance provided to the event will be used in response. Billing time for the use of the standby ambulance shall cease during this time, with the remaining time commitment canceled until an ambulance is able to return for the event completion.
4. CONTRACTOR will be invoiced for the services as described above upon the completion of the event. The invoice shall be payable within thirty, (30) days of its receipt. In the event CCH must hire counsel or sue in order to enforce its claim for payment, CONTRACTOR agrees to pay all attorney fees and costs in connection therewith.
5. CONTRACTOR affirms that neither it nor anyone who has either ownership interest, who is an officer, or is managing employee has been convicted of an offense described in 42 U.S.C. sections 1320a-7(a) or 42 U.S.C sections 1320a-7(b)(1), (2), or (3), or against whom a civil monetary penalty was assessed, or has been excluded from the Medicare or state health care program.

IN WITNESS WHEREOF, the parties execute this Agreement this 24 day of August 2018. Through signature below, CONTRACTOR represents that he/she has authority to sign this Agreement.

Campbell County Health

By: _____
Andy Fitzgerald, CEO

CONTRACTOR: Sherry Morgan

By: Kirby L. Baier Sherry Morgan

Event Coordinator
Larry Grad