

AGREEMENT
between
CH ALLIED SERVICES, INC
and
City of Columbia, Missouri

This Agreement (hereinafter "Agreement") is made and entered into by and between CH ALLIED SERVICES, INC., which operates an ambulance service (hereinafter "BHC") and City of Columbia, Missouri, a municipal corporation, on behalf of the Columbia Fire Department (hereinafter "City").

WHEREAS, BHC operates a licensed ambulance service under Chapter 190, RSMO; and

WHEREAS, 19 CSR 30-40.333 pursuant to RSMO; 190.133.2 (4) provides "each emergency medical response agency shall have a Memorandum of Understanding with each ambulance service;"

WHEREAS, BHC and CITY desire to cooperate for the purpose of providing first-response emergency medical care, Basic Life Support and Advanced Life Support services, exclusive of patient transportation, within the response area of the City of Columbia, Missouri; and

WHEREAS, both parties recognize the importance and benefits of coordinating emergency response efforts to ensure the public health and welfare.

NOW THEREFORE, in consideration of the mutual promises contained herein, BHC and CITY agree as follows:

1. BHC shall:
 - a. Support and provide staff to serve on the EMS Committee Group to discuss issues related to the EMS/Fire operations in the City of Columbia, Missouri and pursuant to this Agreement; and
 - b. To the extent permitted by Missouri law and without waiving sovereign immunity, defend, indemnify and hold harmless CITY, its personnel, agents, employees and other members authorized to act on behalf of CITY, for any and all claims which arise out of the rendering of emergency medical care and which are due to the negligence or wrongful act or omission of BHC, its personnel, agents, employees and other members authorized to act on behalf of Boone Health (but not as to the negligence or wrongful act or omission of CFD or its personnel, agents, employees and other members authorized to act on its behalf); and
 - c. Cooperate in the annual updating of CITY emergency medical protocols, which said protocols, including a Medical Control Plan, shall conform to the general direction of BHC; and

- d. Produce and share patient-care documents and information with the CITY Fire Department only as allowed by and in compliance with State and Federal law relating to such patient-care documents and information; and
 - e. Provide a list of Boone Health's Ambulance/EMS Medical Director pre-approved medical supplies and equipment to CITY; and
 - f. Review all documentation of CITY's emergency services operations in regards to this Agreement.
2. CITY shall:
- a. Ensure CITY personnel, agents, employees and other members who render emergency medical care are trained and qualified to perform life support skills to their licensure level; and
 - b. Replace any supplies purchased or supplied by BHC and used by CITY within a reasonable time with supplies of equivalent quality and quantity, however such obligation shall be subject to the appropriation of funds and availability of such supplies; and
 - c. To the extent permitted by Missouri law and without waiving sovereign immunity, defend, indemnify and hold harmless BHC, its personnel, agents, employees and other members authorized to act on behalf of BHC, for any and all claims which arise out of the rendering of emergency medical care and which are due to the negligence or wrongful act or omission of CITY, its personnel, agents, employees and other members authorized to act on behalf of CFD (but not as to the negligence or wrongful act or omission of Boone Health or its personnel, agents, employees and other members authorized to act on its behalf);CITY; and
 - d. Support and provide staff to serve on EMS Committee Group to discuss issues related to the EMS/FIRE operations in the City of Columbia, Missouri and pursuant to this Agreement; and
 - e. Maintain approved and duly executed emergency medical protocols and an approved and signed Memorandum of Understanding ("MOU") with a Physician Medical Director in compliance with Missouri Bureau of EMS standards; and
 - f. Cooperate in the establishment and annual updating of emergency medical protocols which said protocols , including a Medical Control Plan, shall conform to the general direction of Boone Health: and
 - g. Obtain a license as an ALS Emergency Medical Response Agency with the Missouri Bureau of EMS; and
 - h. Standardize, to the extent possible, the purchasing of medical equipment with Boone Health; and
 - i. Produce and share patient-care documents and information with BHC, in compliance with State and Federal law relating to such patient-care documents and information; and
 - j. Staff a Medical Director who will be actively involved in the oversight of patient care provided by CITY; and will make a good faith effort to consult with BHC and

the its Ambulance/EMS Medical Director to reconcile any disagreement as to what medical supplies and equipment are approved; and

- k. Maintain a Quality Improvement (QI) Program pursuant to 19 CSR 30-40.333(8); and
- l. Submit quarterly QI reports to BHC related to CITY medial responses and regarding those data elements consistent with 19 CSR 30-40.375(2) for review by BHC and its Ambulance/EMS Medical Director; and
- m. Participate in Call Reviews with BHC's CEO or his designee and Boone Health's Ambulance/EMS Medical Director from time to time as deemed necessary by either CITY or BHC; and
- n. Implement a Medical Control Plan which states that upon arrival of BHC personnel on-scene of an emergency, immediately as patient safety allows, CITY personnel shall promptly provide a patient report and transfer responsibility for the patient treatment and transport to BHC personnel; and
- o. Not less than annually, but as often as any adopted Regulation requires, update its Protocols, including its Medical Control Plan. At the time of request for a MOU and upon each annual update, CITY shall provide a current copy of its Protocols to BHC subject to review and approval by BHC CEO or his designee and Boone Health's Ambulance/EMS Medical Director; and
- p. Comply with the following Continuing Education Certification Requirements; In addition to any and all certification and/or license requirements mandated by CITY, each licensed ALS provider working for CITY shall obtain and maintain the following licenses and/or certifications:
 - a. State of Missouri Medical Technician-Paramedic license issued by the Missouri Bureau of Emergency Medical Services;
 - b. American Heart Association Advanced Cardiac Life Support (ACLS) Provider certification;
 - c. American Heart Association Pediatric Advanced Life Support (PALS) Provider certification;

Verification of the above current certifications will be maintained by CITY for each employee and shall be provided upon request to BHC by CITY.

- q. Upon request submit a list of medical supplies and equipment for review by Boone Health's Ambulance/EMS Medical Director. If any medical supplies or equipment are not approved by said Medical Director,
 - a. BHC's Medical Director shall provide CITY with a list of the unapproved medical supplies and equipment,
 - b. BHC's Medical Director shall provide CITY with a list of approved medical supplies and equipment, and
 - c. CITY shall resubmit the list of medical supplies and equipment for approval.

3. MUTUAL AGREEMENT: Both parties hereby shall:

- a. Communicate with each other in a timely manner regarding incidents and/or issues encountered which relate to the rendering of first response emergency medical care and this Agreement; and
 - b. Enter into a MOU pursuant to 19 CSR 30-40.333(2)(A) that includes an agreement that upon BHC personnel's arrival on-scene, and when a rapid patient report and transfer of patient care has occurred, BHC personnel are responsible for patient treatment and transport decisions; and
 - c. Participate in call reviews; and
 - d. Take all reasonable and necessary steps to ensure that all medical information and data concerning specific patients (including, but not limited to , the identity of the patients), derived from or obtained under this Agreement, shall be treated by the parties, their agents, personnel, employees, members and students as confidential in compliance with all applicable State and Federal laws and regulations regarding confidentiality of patient records, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated there under, and that patient information and documents, and other matters regulated by State and Federal law with respect to health care, shall not be released, disclosed, or published to any party other than a required or permitted under applicable laws.
 - e. Agree that CITY will provide ALS service within the boundaries of Columbia, MO city limits and elsewhere when requested to do so under mutual aid agreements.
 - f. Agree that CITY will follow BHC protocol when honoring Do Not Resuscitate (DNR) requests.
 - g. Agree that City and BHC shall each be responsible for their own employees' professional liability insurance coverage.
4. TERM: This Agreement shall be effective for a period of one (1) year from the date execution (the "Initial Term") and shall automatically renew for successive one (1) year terms each, a "Renewal Term") thereafter. This Agreement may only be altered by written amendment signed by both parties, effective as of the date set forth in such signed amendment.
5. TERMINATION: This Agreement may be terminated as follow:
- a. Termination For Breach: At any time during the Initial Term or any Renewal Term, either party may terminate this Agreement upon sixty (60) days' written notice to the other party in the event that the other party is in material breach of any provision of this Agreement and fails to cure such breach on or before the expiration of a thirty (30) day cure period ("Cure Period") following written notice of the specific material breach by the non-breaching party. Notwithstanding the foregoing, if the breach is cured with the Cure Period but the breaching party commits the same or a substantially similar breach within a six (6) month period following expiration of the Cure Period, then the non-breaching party may immediately terminate this Agreement upon written notice without affording any further Cure Period.

- b. Termination Due to Change of Law: In the event that any law or regulation enacted, promulgated or amended, or any interpretation of the law or regulation by a court or regulatory authority of competent jurisdiction (collectively, a "Change of Law") occurs after the effective date of this Agreement that, in the opinion of CITY's or BHC's legal counsel, affects or may affect the legality of this Agreement or otherwise adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then as soon as reasonably practicable following written notice by such counsel to the parties, the parties shall meet to negotiate in good faith an amendment or substitute agreement to implement the original intention of the parties to the extent possible in light of the Change of Law. If no such amendment can be agreed upon in the reasonable opinion of either party within one hundred (100) days of receipt of counsel's notice, then either party may terminate this Agreement upon an additional sixty (60) days' written notice.
 - c. Termination Upon Written Notice: Notwithstanding the foregoing, either party may terminate this MOU at any time for any reason, or no reason, upon One Hundred and Eighty (180) day written notice to the other party.
6. GOVERNING LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
7. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof. Notwithstanding this provision and the extent they are not inconsistent with this Agreement, the Parties' current Intergovernmental Cooperation Agreement, Mutual Aid Agreements, and the Agreement to Participate in Emergency Medical Services First Responder Program shall continue to govern the Parties' relationship.
8. WAIVER OF BREACH: The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, nor be construed to be as a waiver of any subsequent breach of the same or any other provision hereof.
9. SEVERABILITY: In the event any provisions of this Agreement are invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement which shall remain in effect and be construed as if such provision(s) were not a part hereof, provided that if the invalidation or unenforceability of such provision shall, in the opinion of either party, have a material effect on such party's rights and obligations under the Agreement, then the Agreement may be terminated by such party upon thirty (30) days' prior written notice by such party to the other party specifying the grounds for said termination.
10. ASSIGNMENT/SUBCONTRACTING: Neither party shall assign or transfer its respective rights or obligations under this Agreement to any other person or entity;

provided, however, that BHC may assign this Agreement to any successor operator of its ambulance service upon notice to CITY but without the need for further consent. No provision of this Agreement is intended to or shall in any way inure to the benefit of any customer, property owner or any other third party, so as to render any such Person a third-party beneficiary under this Agreement.

11. NO WAIVER OF IMMUNITIES: In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
12. Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, BHC certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory hereto.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager
Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/mc

CH ALLIED SERVICES, INC. d/b/a Boone
Hospital Center

By: Brady Dubois

Name: Brady Dubois

Title: President

Date: 5-22-2024

ATTEST:

By: Shelly Rackers
Name: Shelly Rackers