

**AMBULANCE SERVICE PARTNERSHIP AGREEMENT FOR THE  
COORDINATED AND COOPERATIVE PROVISION OF  
AMBULANCE SERVICES IN TETON COUNTY**

**Establishing the Teton County Ambulance System (TCAS)**

This Partnership Agreement (the "Agreement") is entered into by and between the Teton County Fire Protection District and Teton Valley Health Care, Inc., and is effective as of the last date of execution of this Agreement.

**RECITALS; PURPOSES; AUTHORITY**

**Purpose.** The Purpose of this Agreement is to establish the Teton County Ambulance System (the "System") authorized to operate and manage the joint, coordinated, and unified provision and maintenance of pre-hospital, emergency and non-emergency medical services, including medical transport, within all Teton County, Idaho in order to provide certainty, consistency and economy in delivery of EMS services.

1. The Teton County Ambulance Service District Board of Commissioners, in its capacity as the governing board of the Teton County Ambulance service pursuant to Chapter 39, Title 31, Idaho Code, provides emergency medical services in Teton County.
2. The governing boards of the Parties have determined that it is in the best interests of each Party and their taxpayers and for the persons residing and found within their respective boundaries, to create the System.

Now, for and in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant and agree as follows:

**1. DEFINITIONS**

When used herein, the following words shall have the attendant meaning:

- 1.1. "Teton County Ambulance System" means the Teton County Ambulance System as herein created and may sometimes be referred to as the "System" or "TCAS."
- 1.2. "Ambulance" means any Ambulance Service District (ASD) owned motor vehicle authorized to provide service in the System, used for, or intended to be used for, the transportation of sick or injured persons who may need medical attention during transport. This may include dual or multipurpose vehicles.
- 1.3. "Ambulance Service" means an agency, licensed to operate within the System, with the intent to provide personnel and equipment for medical treatment at an emergency scene, during transportation or during transfer of persons experiencing physiological or psychological illness or injury who may need medical attention during transport.
- 1.4. "Default" means any violation, failure to perform, or breach of any covenant, agreement, term

or condition of this Agreement.

- 1.5. "Emergency Medical Services" or "EMS" means the system utilized in responding to a perceived individual need for immediate care in order to prevent loss of life or aggravation of physiological or psychological illness or injury.
- 1.6. "Inclusive Area Party Agencies" means public and private agencies that are Parties to this Agreement whose boundaries are within Teton County, state of Idaho.
- 1.7. "Non-transport Service" means an agency with associated apparatus and personnel licensed to operate within the System, operated with the intent to provide personnel or equipment for medical stabilization at an emergency scene, but not intended to be the service that will actually transport sick or injured persons
- 1.8. "Parties" means Teton County Fire Protection District (TCFD) and Teton Valley Hospital, Inc. that have executed this agreement.
- 1.9. "System Area" means all of Teton County, Idaho and that part of Alta, Grand Targhee Resort and surrounding Wyoming that is landlocked and only accessible from Idaho that is readily available for Ambulance Service.
  - 1.9.1. The "System Area" may be modified, upon consent of all Parties, to include area within an adjoining county;

## 2. THE TETON COUNTY EMS SYSTEM (SYSTEM)

- 2.1. **Establishment of the System.** There is hereby established the Teton County Ambulance System. The System shall be created for the express purpose of providing for provision, operation, and maintenance of pre-hospital emergency and non-emergency medical services, including medical transport services, within the System Area. The System shall exist as a joint exercise of the authority to provide Ambulance services by all the Parties to this Agreement. The System shall establish standards and provide for the coordinated management, provision and maintenance of pre-hospital, emergency, and non-emergency medical services, including medical transport, within the System Area.
- 2.2. **Scope of Services and Operation.** The System shall coordinate the provision, operation and maintenance of pre-hospital, emergency, and non-emergency medical services, including medical transport, within the System Area. The Parties shall respond to 9-1-1 and other calls necessitating the services of the System within the System Area. By this Agreement, the Parties agree to cooperatively exercise their respective powers within the System Area in a manner consistent with this Agreement.

## 3. PARTIES, DURATION, AMENDMENT, WITHDRAWAL AND TERMINATION

- 3.1. **Parties to this Agreement.** The Parties to this Agreement are the Teton County Fire Protection District, and Teton Valley Health Care, Inc. Each Party intends to and does by this Agreement contract with each other Party and any other Agencies as may later be added. Additional Parties may be added by resolution and amendment of this Agreement.
- 3.2. **Duration/Annual Renewal.** This Agreement shall continue in force and effect from its Execution Date of July 1, 2014 through September 30, 2015. The initial three month term will be used to develop protocols, implement necessary administrative procedures, and train staff. Shared transport duties and a staffed ambulance in Victor would begin October 1, 2014. Thereafter this Agreement may be renewed for successive one (1) year terms. Renewal terms shall be effective from October 1 through September 30 of each successive calendar year. A Party may renew this Agreement by providing written notice to all other Parties.
- 3.3. **Amendment.** This Agreement may be amended only by written agreement of the Parties.



### **3.4. Withdrawal.**

- 3.4.1. No Party shall withdraw from this Agreement unless it demonstrates one or more of the following circumstances:
    - 3.4.1.1. The withdrawing Party is insolvent or otherwise financially unable to carry out its obligations under this Agreement;
    - 3.4.1.2. A court has determined that it is unlawful for the Party to continue to perform under or be Party to this Agreement;
    - 3.4.1.3. A material breach of any term of this Agreement has occurred; or
    - 3.4.1.4. Two or more Parties, after signing, consolidate services and wish to combine their representation under this Agreement as part of said consolidation.
  - 3.4.2. Notice of withdrawal must be provided to the Parties no less than sixty (60) days before the effective date of withdrawal. However, a withdrawal shall not be effective if the condition or conditions giving rise to the withdrawal are cured to the reasonable satisfaction of the withdrawing Party within sixty (60) days after the date of notice of withdrawal is provided.
  - 3.4.3. Withdrawing Party to Cease Ambulance Services in Service Area. Each Party agrees, as a special consideration to each other Party, that in the event they withdraw from this Agreement, either by voluntarily withdrawing or for cause by default, that they will cease to provide ambulance services in the System Area for the remainder of the Agreement term. In the event a withdrawing Party fails to cease to provide ambulance services in the System Area, the remaining Parties may seek specific performance of this provision of the Agreement and may also seek temporary and permanent injunctive relief in an action for specific performance filed in a court of competent jurisdiction. This clause does not apply if the remaining parties cannot provide fully staffed 7x24 ambulance service in both Driggs and Victor.
- 3.5. Complaints.** The authority to investigate a complaint against a Party (i.e., Teton County Fire Protection District or Teton Valley Health Care) in their performance of duties specified in this Agreement may be conducted by the Administrative Committee. The Party or Parties who are the subject of the complaint cannot vote to not perform the investigation. Each Party shall cooperate with any investigation of complaints regarding performance of services governed under this Agreement.
- 3.5.1. Complaints involving personnel of a Party are to be treated as described in Section 8.6 of this Agreement.

## **4. ADMINISTRATION OF THE TETON COUNTY EMS SYSTEM**

### **4.1. Establishment of the Administrative Committee (the Committee).**

- 4.1.1. To better facilitate communication between TVHC and TCFD an Administrative Committee shall be established.
- 4.1.2. This committee shall consist of the TCFD Fire Chief and the TVHC Chief Executive Officer and their designated staff members.
  - 4.1.2.1. These officers shall have no powers or duties except as provided in this Agreement.
  - 4.1.2.2. This committee shall meet when needed but not less than once a year.

### **4.2. Powers, Duties and Operations of Administrative Committee.**

- 4.2.1. **Powers.** In order to accomplish the Purpose of this Agreement, the Committee shall have the authority to adopt procedures for its operation as well as to adopt standards for the coordinated management, provision, operation and maintenance of pre-hospital, emergency, and non-emergency medical services, including medical transport, within the System Area so long as these provisions do not conflict with this agreement. The governing board of a Party shall approve any action that will financially obligate that Party. The discretionary powers shall include, but not be limited to, the following:
- 4.2.1.1. Receive recommendations from the Medical Directorate;
  - 4.2.1.2. Approve procedures for the operation, meeting, and other administrative matters of the System;
  - 4.2.1.3. Approve the Standard Operating Procedures for the System. Adopt medical protocols and other matters related to the Medical Directorate;
  - 4.2.1.4. Approve response standards, including policies regarding dispatch responses;
  - 4.2.1.5. Provide recommendations to a Party's respective governing body regarding the Party's agency licensure levels within the System;
  - 4.2.1.6. Provide recommendations to a Party's respective governing body regarding allocation of resources, including stationing of personnel and vehicles;
  - 4.2.1.7. Adopt a training and education plan for licensed personnel;
  - 4.2.1.8. Provide recommendations to a Party's respective governing body regarding the deployment plan of EMS equipment;
  - 4.2.1.9. Recommend that the System acquire, hold, and dispose of real and personal property jointly owned by and used in the System;
  - 4.2.1.10. Deal with other matters necessary and convenient in furtherance of the Purpose of this Agreement;
  - 4.2.1.11. Operate on a fiscal year from October 1 through September 30;
  - 4.2.1.12. Identify matters that require approval of the Parties' governing boards;
  - 4.2.1.13. Adopt, administer and implement EMS standards, protocols and procedures. If EMS standards, protocols and procedures adopted by the Board impose higher standards than are required by any state statute or rule the standards and procedures adopted by the System shall apply to the Parties to the extent allowed by law in the System Area;
  - 4.2.1.14. Provide for the coordination, planning, and provision of transport and non-transport EMS services between the Parties, which may include air medical service within the System Area. Ensure that EMS services are rendered in a timely and cost effective manner, at an optimal level of care. The Administrative Committee shall consider the current EMS standards, existing EMS service capabilities, trends, desired goals, and future EMS service capabilities for each planning component with due consideration of the limited funds available to provide such services.
  - 4.2.1.15. Develop, maintain and monitor EMS performance criteria by the Parties and any Medical Service Providers under contract pursuant to this Agreement.
  - 4.2.1.16. Receive communications, review and make recommendations to the Administrative Committee regarding any ongoing operational and/or planning and/or funding issues in order to coordinate EMS service and resources,



transport and non-transport and air medical service, within the System Area.

- 4.2.1.17. Conduct EMS services informational meetings and consult with public officials and agencies, the medical community, the public, and civic, educational, professional, or other organizations.
- 4.2.1.18. As required by law, the Committee shall report to the Idaho Department of Health and Welfare EMS Bureau any findings of Agency violation of state EMS laws or rules which occurred within the System Area.
- 4.2.1.19. The approval of the governing board of each Party is required for any matter approved by the Committee that includes financial contribution by a Party, including the purchase of real property and personal property.
- 4.2.1.20. The Committee shall provide to the governing boards of the Parties to this Agreement a written annual report concerning the status of the System, at a date set in the procedures of the Board, but in no event not less than once per year. This report shall include all matters that are relevant to the operation of the System and any matter that may be required by the State EMS Bureau or by state or federal law.

**4.3. Finances.** On or before March 1 of each year, the Committee shall propose a Teton County Ambulance System Budget (the "Budget") for approval by the Parties

- 4.3.1. The Budget shall identify anticipated expenditures for the System. The expenditures in the Budget shall be developed in accordance with the statutory purpose associated with the tax funds used for the provision of ambulance services within the ASD District.
- 4.3.2. If the Budget includes contribution payments by Parties other than the ASD, then on or before March 1, the Committee shall submit the Budget to each Party's governing board for the appropriation of any contribution payment by that Party.
- 4.3.3. The income line items shall include, if applicable: (1) tax funds being contributed by the ASD for System expenditures as described in Section 4.3.1; and (2) payments from patients transported by the service. The expenditure line items shall include, if applicable: (1) personnel expenses; (2) capital expenses; and (3) operating expenses.
- 4.3.4. The Parties shall set their own budgets in a timely manner with consideration to the Budget as proposed by the Committee.
- 4.3.5. Capital investments requiring additional expenditures by the Parties will be funded through extra appropriations subject to approval by each Party's governing board.

**4.4. Joint Purchasing.** Pursuant to Section 67-2807, Idaho Code, the Committee, subject to approval of the Parties' governing boards as required by other provisions of this Agreement, may recommend joint purchasing of any real or personal property consistent with the laws of the state of Idaho.

**4.5. Agreements with other Public Agencies.** The Committee may recommend agreements with public agencies other than those that are Parties to this Agreement in order to provide for mutual aid to the System. Such agreements may be with public or private agencies and may incorporate any of the terms and conditions contained herein and any other terms and conditions the Parties may deem appropriate. Such agreements shall not authorize a medical service provider to directly compete with any Party to this Agreement for the provision of EMS services, nor shall such agreement extend any voting rights to any Party to this Agreement for the provision of EMS service, nor shall such agreement extend any voting rights to the Party with whom the agreement is made.

- 4.5.1. Teton County Fire District has an established agreement with Idaho Department of Lands (IDL) for the deployment of line qualified firefighter/paramedic/EMT personnel. The IDL agreement and any other agreements of either Party which do not authorize the Party to directly compete with the other Party to this Agreement for the provision of ambulance services within the Service Area are independent of this Ambulance Partnership Agreement. The Parties agree to develop a mechanism to utilize any monies earned through use of ASD equipment.

## 5. OPERATION OF SERVICE

**5.1. Deployment of Equipment.** This Agreement provides for the establishment of two primary Ambulances as well as service areas for each. All ambulances are the property of the ASD.

- 5.1.1. Ambulance 1 shall be stationed at TVHC. This ambulance shall be the first responder for all calls north of an east to west line corresponding with 4000 South in Teton County as well as non-emergency transport. This ambulance shall be the second responder for calls south of an east to west line corresponding with 4000 South in Teton County when Ambulance 2 is assigned to a response.
- 5.1.2. Ambulance 2 shall be stationed at Fire Station 2 in the City of Victor. This ambulance shall be the first responder for all calls south of an east to west line corresponding with 4000 South in Teton County as well as Teton Pass and Pine Creek Pass.
- 5.1.3. Ambulance 3 shall be stationed at Fire Station 1 in the City of Driggs. This ambulance shall be the second responder for calls north of an east to west line corresponding with 4000 South in Teton County when Ambulance 1 is assigned to a response.
- 5.1.4. Ambulance 4 shall be held as a Reserve Ambulance.
- 5.1.5. Ambulance assignments may be varied during the course of the agreement to best manage the fleet of ambulances.

**5.2. Assignment of Ambulances.** This Agreement establishes the assignment of ambulances and staffing levels for each ambulance.

- 5.2.1. The staffing at the Hospital and Station 2 will be a minimum of one Licensed Paramedic and one EMT on duty at all times. All other staffing decisions shall remain the decision of the individual Parties.

**5.3. Special Events.** Ambulance assignments and staffing for special events will be determined by the Administrative Committee.

**5.4. Multiple Medical Incidents.** The Committee shall recommend through the Standard Operating Procedures, protocols for ambulance response when a primary ambulance is already assigned or otherwise not available for service.

## 6. LICENSURE

**6.1. Individual Licensure.** The Parties hereby agree to maintain individual state-issued EMS licenses and operate in accordance with the laws of the state of Idaho and associated regulations of the Idaho Department of Health and Welfare.

**6.2. Establishment of the Teton County EMS System.** The Parties' governing boards, comply with Idaho Code §§ 53-501-510, "The Assumed Business Names Act of 1997" to conduct the business of the System under the name and style of Teton County Ambulance System.

**6.3. Combined Licensure.** Any of the Parties to this Agreement may agree to combine their state-issued EMS licenses and to operate under one EMS license as provided by the laws of the state of Idaho and regulations of and as authorized by the state of Idaho Department of Health and



Welfare Bureau of EMS.

**6.4. Creation of a DBA.** When any of the Parties to this Agreement agree to combine their state-issued EMS licenses and operates under the EMS license of the Teton County Ambulance System the Committee, with approval of all Parties, will establish a DBA, which will hold the EMS license for the participating Parties.

## **7. SYSTEM MEDICAL DIRECTORATE**

**7.1. Establishment of the System Medical Directorate; Standards and Procedures.** There is hereby established a System Medical Directorate. The Medical Directorate composition shall be one qualified physician as recommended by the Administrative Committee.

**7.2. Purpose of the System Medical Directorate.** The System Medical Directorate executes the duties and functions in accordance with the laws of the state of Idaho, the Rules and Regulations of the Idaho EMS Physicians' Commission, the state of Idaho EMS Bureau, and any other rules or regulations concerning emergency medical services.

**7.3. Authority.** Decisions pertaining to medical oversight rendered by the System Medical Directorate shall be binding upon the Parties, unless otherwise specifically noted within this Agreement.

**7.4. Responsibility.** The Teton County Ambulance System Medical Directorate shall have and exercise the following duties:

- 7.4.1. Be responsible for the clinical management and medical oversight of the Parties' EMS services within the System Area and for compliance with the rules and regulations of the Idaho EMS Physicians' Commission, rules and regulations of the State of Idaho EMS Bureau and any associated rules and regulations concerning emergency medical services;
- 7.4.2. Determine the content of the System 's Medical Supervision Plan;
- 7.4.3. Assess clinical ramifications of field operating procedures;
- 7.4.4. Evaluate the prospective clinical effects of administrative and operating proposals;
- 7.4.5. Establish the scope of practice of EMS personnel functioning within the System as required by the rules of the EMS Physician Commission and/or performance requirements as set forth by the System; and
- 7.4.6. Identify opportunities for improving the quality of medical care delivered to patients in the out of hospital setting within the System Area.

## **8. OTHER OBLIGATIONS OF THE PARTIES**

**8.1. Compliance with EMS Standards.** Each Party shall at all times comply with standards established by the laws of the state of Idaho and associated regulations, as well as any other applicable federal law and/or regulation.

### **8.2. Agreement, Standards, Resolutions and Procedures Binding.**

- 8.2.1. Each Party agrees to be bound by this Agreement and its amendments to the extent allowed by governing law.
- 8.2.2. Each Party further agrees to do all things necessary and lawful to accomplish the purpose of this Agreement, including adoption of any ordinance or resolution necessary to authorize the Party to perform under this Agreement.

**8.3. Insurance.** Each Party shall maintain a plan of insurance or self-insurance for comprehensive liability in compliance with the Idaho Tort Claims Act, Title 6, Chapter 9, and Idaho Code.

- 8.4. Billing and Collection.** TVHC is responsible for arranging the billing and collection of fees charged for the services provided.
- 8.5. Individual Operation of the Parties; Allocation of Resources According to Standards Adopted by This Agreement; Furnishing of Equipment.** This Agreement will establish procedures and standards as well as specific direction for allocation of resources and personnel within the System as well as other subjects as provided herein. All Parties will retain control over those matters not related to the System or this Agreement, which may include, but is not limited to: budgeting, personnel decisions, equipment, offices, payroll, day-to-day operations and other related matters not impairing the operation of the System or functioning of the Board.
- 8.5.1. Personnel. This Agreement does not create a separate legal entity. Personnel additions and reductions are matters entirely under the authority of the Party employing the personnel. The Committee shall not take any action which is intended to terminate the employment of any employee.
- 8.5.2. Party Compliance with laws governing Personnel. Each Party is responsible for their compliance, in the performance of any services under this Agreement, with Idaho Code Section 67-5901 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, *et seq.*, as amended by the Civil Rights Act of 1991, the American with Disabilities Act of 1990, 42 U.S.C. Section 12101, *et seq.* as amended by the American with Disabilities Act Amendments of 2008, the Rehabilitation Act of 1973, 29 U.S.C. Section 701, *et seq.* the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 621, *et seq.*
- 8.6. Party to Investigate Complaints.** Each Party is responsible to investigate complaints referred from the Administrative Committee, or the Medical Directorate made by or against the Party's employees concerning matters related to their performance of services governed under this Agreement. This does not require a Party to report the results of any investigation. Each Party retains control of its personal property, personnel records, reports, and other documents for purposes of resolution or remediation of complaints.
- 8.7. Medical Supplies.** Necessary medical supplies for personnel and equipment to operate within the System shall be provided in accordance with this agreement. The Parties shall endeavor to engage in joint purchasing of medical supplies and equipment in order to realize cost savings.
- 8.7.1. TVHC will procure and provide consumable and billable supplies.
- 8.8. Indemnification.** Each Party covenants and agrees with the other Parties to indemnify, defend, and hold harmless each other Party, their officers, agents, and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising from or connected to the acts and/or activities of it and/or its agents, employees, or representatives pursuant to and under the terms of this Agreement to the extent allowed by law.
- 8.9. Training.** Parties agree to provide and support joint training activities for all common licensure and scopes of services. Each Party remains responsible for ensuring that each individual in their employee receives the training required for licensure. TVHC will provide training, operational expertise, and clinical access for TCFD EMS staff in the Emergency Department in the same fashion as training and experience is provided to TVHC EMS staff. TCFD and TVHC will develop a staffing plan to ensure that all paramedic staff has at least four (4) hours per month performing clinical duties at TVHC (For staff working for both agencies this time requirement can be met using any combination of TVHC or TCFD paid hours. After initial orientation, some of this time requirement may be met with training at other EMS/hospital systems). In addition, both Parties agree to a Field Training Officer (FTO) program for paramedics. This program provides additional location, ambulance, and hospital specific training for all paramedics joining



the service (or advancing to paramedic).

**8.10. Maintenance of Ambulances.** The ASD will maintain all ambulances per a separate contract.

## **9. BID FOR SERVICE**

**9.1.** All parties to this contract agree to collectively prepare a Joint Bid for the Teton County Ambulance Service District.

**9.2.** The Joint Bid shall obligate each party in accordance to the terms of this Agreement. The Joint Bid shall not obligate, commit or require any party to any service outside the scope of this agreement or contrary to law.

In the case that the Joint Bid submitted by these parties is accepted by the Teton County Ambulance Service District and awarded to the System, the parties agree that payments from the ASD shall be allocated for the services provided by each as follows:

9.2.1. Staffing and operation of ambulances – TCFD will staff and operate a front line ambulance out of TCFD Station 2 in Victor, Idaho. TVHC will staff and operate a front line ambulance out of Teton Valley Hospital in Driggs, Idaho.

9.2.2. Supplies, Travel and Training, and Dues and Subscriptions. Parties will determine how to most effectively utilize ASD funding for these items, utilizing joint purchasing, combined travel and training.

9.2.3. Capital Budget Items. Parties will determine how to most effectively allocate the following budget items:

- ALS Operations Equipment
- Communications Upgrade
- Personal Protective Equipment
- Capital/ Furniture and Fixtures ESB
- Upgrade ESB

9.2.4. Other ASD Direct Funded Items. Parties will develop budgets for:

- Paramedic Training
- Insurance-ICRMP
- ESB Rent
- Equipment Repairs & Maintenance (New FY14)
- Cell Phones
- Vehicle Fuel
- Vehicle Maintenance
- Contingency
- Dispatch
- Medical Directorate Services

9.2.5. TVHC shall be responsible for all billing and collection as outlined in 8.4.

9.2.6. An annual fee of \$140,000 shall be paid to TCFD in 12 monthly installments. All other ASD disbursed funds shall be paid to TVHC.

**9.3.** The obligations and payments for each Party shall be adjusted for any subsequent bid provided to the ASD.

## **10. NOTICE**

**10.1.** All notices provided for in this Agreement are to be sent to:

Teton County Fire Protection District

Attn: Fire Chief  
P.O. Box 474  
Driggs, ID 83422

Teton Valley Health Care, Inc.  
Attn: CEO  
120 East Howard Street  
Driggs, ID 83422

- 10.2.** The effective date of notice given pursuant to this Agreement shall be three (3) days after the date of posting with the U.S. Postal Service of notice sent to the addresses listed above or upon the day of notice sent by facsimile or e-mail.

## **11. AMENDMENT PROVISIONS**

This Agreement may only be amended in accordance with the following process:

- 11.1.** An amendment may be proposed by any Party.
- 11.2.** A proposed amendment must be in writing and must include strikethrough of any language to be deleted and underline of any new language of the proposed amendment. Any proposed amendment will be considered an amendment to the entire Agreement and must be submitted in that fashion.
- 11.3.** A proposed amendment shall contain a Statement of Purpose, which shall include a statement of how the Parties will be affected by the amendment; the Party to contact for information; and the amended Agreement text.
- 11.4.** The proposing Party shall also prepare and submit to the other Party a Restated and Amended Agreement form for service to the other Party in the event the proposed amendment is approved.
- 11.5.** The proposed amendment text, Statement of Purpose and a Restated and Amended Agreement form shall be served upon the other Party by the proponent Party or Board, as the case may be.
- 11.6.** Both Parties' approval is required for the approval of an amendment to this Agreement.
- 11.7.** Parties must submit their approval, or their disapproval with reasoning, in accordance with service of notice as provided in this Agreement and within sixty (60) days of the date of the cover notice from the proponent Party.
- 11.8.** The amended Agreement shall be effective after all Parties have duly signed.


## **12. MISCELLANEOUS PROVISIONS**

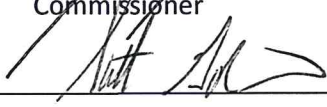
- 12.1.** This Agreement shall not relieve any Party of any obligation or responsibility imposed upon it by law.
- 12.2.** Severability in Case of Partial Invalidity. If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and shall not affect any other portions or provisions, which shall be given the fullest effect permitted by law. In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void, from its inception, and the Parties hereto shall be relieved of any further performance under the terms of this Agreement.

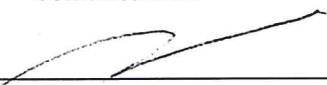


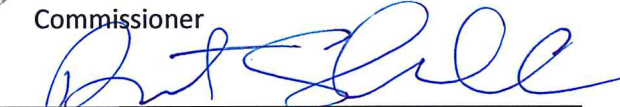
- 12.3.** Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- 12.4.** No Third Party Beneficiaries. Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.
- 12.5.** Counterparts and Process to Become a Party. This Agreement will be executed and delivered in counterparts, one for each Party, and at such time as the governing board of an agency intent upon joining adopts the necessary resolution authorizing the execution of the counterpart and a written notice thereof, including a copy of the resolution or other authorizing act of its governing board is provided to the other Party, this Agreement shall then be in full force and effect to such Parties and shall have the force and effect of an original, and copies of the signature pages of all counterparts shall be provided to all Parties to this Agreement.
- 12.6.** Captions. The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
- 12.7.** Attorney Fees. If in the event judicial action of any kind is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable attorney fees and costs as provided by Idaho law and the Idaho Rules of Civil Procedure.
- 12.8.** Entire Agreement. This is the entire agreement between the Parties and may be modified only as provided herein.

**Teton County Fire Protection District**


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

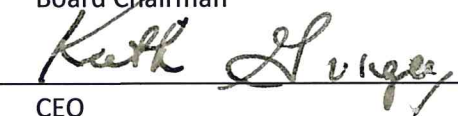
By:   
\_\_\_\_\_  
Commissioner

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

By:   
\_\_\_\_\_  
Fire Chief

**Teton Valley Health Care, Inc.**

By:   
\_\_\_\_\_  
Board Chairman

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