



## Navajo Department of EMS

200 Window Rock Boulevard  
Window Rock, Arizona 86515  
(928) 871-6410

The Navajo Department of EMS (Navajo EMS) understands the importance of providing EMS coverage during special events or community programs. The enclosed *Dedicated EMS Standby Agreement* must be utilized in order for any organization, school, or governmental entity to request standby services from Navajo EMS. The enclosed agreement must be completed, signed, and returned to Navajo EMS at least 30 days prior to the requested date for service. Although Navajo EMS will make every effort to provide the level of service requested, there may be an emergency prior to the scheduled event that could cause Navajo EMS to be delayed. Navajo EMS' primary responsibility is to provide emergency 911 responses to the residents and visitors of the Navajo Nation.

Navajo EMS offers the following types of service:

- Ambulance (two personnel, transport capable)
- Emergency Medical Response Vehicle (one personnel, non – transport capable)

Mileage charges apply for events greater than 25 miles from the nearest EMS Station at \$30.00 per mile, one way.

To complete the process of requesting dedicated standby services from Navajo EMS, please accurately complete the enclosed agreement and submit it to Navajo EMS before the applicable deadlines.

You may return the completed and signed agreements to:

**Mail:**

Navajo Department of EMS  
Post Office Box 3360  
Window Rock, Arizona 86515  
ATTN: EMS Director

**Email:**

Navajo Department of EMS  
[EMSstandby@navajoems.org](mailto:EMSstandby@navajoems.org)

Thank you for requesting Navajo EMS to provide EMS standby services for your event. If you have any questions regarding your specific needs and would like our team to assist you in determining the best coverage for your event, please contact the Navajo EMS Administration at (928) 871-6410.

## Navajo Department of EMS - Dedicated EMS Standby Agreement

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
and between Navajo Department of EMS (“Navajo EMS”) and \_\_\_\_\_ (“Service User”).

WHEREAS, Service User is requesting dedicated standby services; and WHEREAS, Navajo EMS is willing to provide such services under the terms set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. Navajo EMS agrees to provide dedicated EMS standby services to the Service User named above. Standby services, meaning an emergency vehicle staffed with personnel, such as an ambulance or emergency medical response vehicle. The Service User shall identify which dedicated standby service as stated herein on paragraph 5. Navajo EMS will locate themselves at a function or event and will remain dedicated to that event unless a major incident occurs, and their services are required elsewhere. Such dedicated standby services vehicle(s) will be equipped to provide medical care at the capacity as agreed upon stated herein in paragraph 5. Pursuant to paragraph 3 below, dedicated standby services are subject to the availability of EMS personnel and resources.
2. Navajo EMS also agrees to provide dedicated standby services to the Service User named above for the dates, times, and locations specified in the *STANDBY AND SERVICE USER INFORMATION* attached as, Attachment: A to this Agreement and incorporated by reference.
3. Due to the call volume of Navajo EMS, dedicated standby services are subject to the availability of personnel and spare emergency vehicles. In addition, even if a Service User requests and agrees to the conditions of dedicated standby services, certain extreme, catastrophic, or immediate life-threat emergencies may still require Navajo EMS to utilize the vehicle assigned to the dedicated standby. If this occurs during a scheduled dedicated standby (with this Agreement in place), and a lapse of on-site Navajo EMS coverage occurs, another ambulance/emergency medical response vehicle will be routed to the event upon availability.
4. Hourly charges for this service begin from the time the crew arrives at the designated standby until it is released from the event, with a *two-hour minimum charge per dedicated standby service*. Navajo EMS reserves the right to waive fees for events if appropriate.
5. Dedicated standby service fees are as follows:
  - a. Ambulance (two personnel, transport capable) – \$300/hour
  - b. Emergency Medical Response Vehicle (one personnel, non-transport capable) – \$200/hour
  - c. Event location greater than 25 miles from the nearest EMS Station – \$30/mile (one way)
6. Upon completion of dedicated standby services, Navajo EMS will bill Service User for costs associated with this Agreement and Service User agrees to pay all fees within 30 days of invoice receipt.

7. Navajo EMS reserves the right to refuse any dedicated Standby Agreement submitted by Service User less than thirty (30) days prior to the start time of requested dedicated standby services event.
8. This Agreement may be canceled by either party by giving 48-hours advance notice.
9. Nothing herein shall be construed to create a higher standard of care on the part of Navajo EMS than generally recognized under the Standard Operating Guidelines set forth by Navajo EMS. Navajo EMS personnel may only operate under written treatment guidelines and procedures specifically approved by the Navajo EMS Medical Director.
10. The charges provided for herein reflect only those charges associated with making Navajo EMS more readily available to the Service User. The normal charges for the care and transportation of patients will be the responsibility of the patient.
11. The Service User agrees to hold harmless and indemnify Navajo EMS/Navajo Nation against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the Navajo EMS/Navajo Nation or to the extent they result from the negligence of Navajo Nation officials or employees as provided for and in accordance with 1 N.N.C. § 551 *et seq.*
12. Nothing herein shall be construed as a waiver of the Navajo Nation's sovereign immunity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

**Service User**

**President of the Navajo Nation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Standby and Service User Information**

The following Service User information will be used by Navajo EMS for scheduling and billing for EMS dedicated standby 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 (print): \_\_\_\_\_

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

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

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

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