

Medical Standby Services Agreement

This Medical Standby Services Agreement is made and entered into as of the date ("**Effective Date**") shown on the signature page by and between the American Medical Response company ("**AMR**") and the customer (the "**Customer**") set out on the signature page of this Agreement. AMR and Customer are sometimes collectively referred to hereafter as the "**Parties**" and individually a "**Party**".

Preliminary Statement

- A. AMR is in the business of providing medical standby and medical transportation services;
- B. Customer has conducted an analysis of its medical standby and medical transportation needs and has determined that such needs will be best met through a medical standby agreement with AMR.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. **Scope of Services.** AMR shall be the sole provider of the first aid, basic and advanced life support services, ambulance or related services (the "**Services**") with a staff of medical professionals consisting of the mutually-agreed upon deployment (collectively, "**Staff**") for the Venue (defined below) as set forth in Exhibit A. The Staff shall provide first aid, emergency care and, when necessary and set forth in Exhibit A, medical transportation or related services, within the scope of their licensure. AMR shall have no obligation to provide or arrange for the delivery of medical care at the Venue in excess of such scope of practice of any Staff set forth in Exhibit A.
2. **Location and Dates of Service.** The location(s) and date(s) of Services to be provided and name of the event/facility (collectively, "**Venue**") shall be set forth on Exhibit A.
3. **Term and Termination.**
 - 3.1. The initial term of this Agreement shall commence on the Commencement Date set out in Exhibit "A" hereof and end on the Expiration Date. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the "**Term**".
 - 3.2. Subject to the penalties set forth in Exhibit A, if applicable, either party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to perform the Services in accordance with the terms of this Agreement, if such failure is not cured within five (5) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR loss or suspension of licensure necessary for the provision of the Services.
4. **Service Terms.**
 - 4.1. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the event management and medical services industry.

- 4.2. Except for those items, if any, expressly required to be furnished by Customer (as described in Exhibit A), AMR shall furnish or provide all of the materials (including equipment and supplies, inventory, uniforms, and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of AMR's obligations pursuant to this Agreement (the "**Materials**").
- 4.3. AMR shall (i) create a record of each and every person evaluated and/or treated, including information on all on-site activity associated with the patient's injury or illness, evaluation, treatment and/or referral; (ii) maintain patient confidentiality (unless such confidentiality is waived by the patient in writing); (iii) provide copies of activity reports appropriately redacted to Customer's designated representative only in compliance all applicable laws and regulations; and (iv) maintain archival copies of service and medical records in accordance with law.
- 4.4. AMR may subcontract any or all obligations under this Agreement related to the performance of the Services, provided that such subcontractors agree to the material terms of this Agreement.
- 4.5. Any additional terms related to the Services shall be set forth in Exhibit A.
5. **Payment.** The Customer will pay AMR the amounts set out in Exhibit "A" for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. In addition, AMR, to the extent applicable, shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients (collectively, "Patients") requiring medical transportation, and any responsible third-party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR agrees that the rates to be billed to Patients or third-party payors shall comply with applicable laws. AMR shall be solely entitled to all collections resulting from such billing.
6. **Intellectual Property.** Each Party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified by such Party (each Party's "**Marks**"). Each Party acknowledges that it may use the other Party's Marks in connection with the Venue and Services to be provided hereunder. The use of the other Party's Marks inures to the benefit of the Party owning such Marks, including any goodwill, and that neither Party will acquire any ownership in the other Party's Marks as a result of this Agreement. Neither Party shall use the other Party's Marks or allow any other Party to use the other's Marks in any manner not specifically granted in connection with this Agreement. All materials using a Party's Marks must be pre-approved by the Party owning such Marks. AMR may use Customer's mark on their website as part of an active client list.
7. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
8. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
9. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance,

comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

- 10. Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, terrorism, acts of violence or other circumstances not reasonably within its control. For the avoidance of doubt, the Services to be provided by AMR are for personnel, guest and invitees of the Venue in rendering ordinary course first aid and related services. AMR will not be required to provide Services in situations reasonably deemed to be unsafe, following accepted emergency response standards, including, but not limited to, scenes of uncontrolled violence, hazardous materials exposures, structural collapse and uncontrolled fires. In the event that an emergency response situation is deemed to be unsafe, Supplier's on-site Staff will immediately notify Customer's Representative, to the extent feasible, of its assessment and recommendations and will contact local emergency services provider(s), as necessary.
- 11. Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth on the signature page hereto or such other address as a party may in the future specify in writing to the other party.
- 12. Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law or regulation.
- 13. Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including but not limited to, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

14. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

<<Signature Page Follows>>

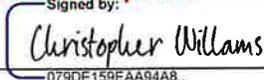
By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

MetraPark

By: _____
Name: Mark Morse
Title: Yellowstone County Commissioner
Address: 308 6th Ave N Billings MT 59101

E-mail: mmorse@yellowstonecountymt.gov
Date: _____

American Medical Response Ambulance Service, Inc

Signed by:

By: _____
Name: Christopher Williams
Title: Regional Director
Address: 1701 Montana Ave. Billings, MT 59101
E-mail: christopher.williams@gmr.net
Date: 2/13/2026

With Notices to:

Stoney Field sfield@metrapark.com

Global Medical Response
c/o Law Department
4400 TX Hwy 121, Suite 700
Lewisville, TX 75056

EXHIBIT A

SERVICES AND RELATED TERMS

<p>Scope of Services and Staff to be provided:</p> <p><i>(check all that that are applicable and complete terms, if applicable)</i></p>	<p><input checked="" type="checkbox"/> _X_ Advanced Life Support” or “ALS” ambulance and crew(s)</p> <p><input checked="" type="checkbox"/> _X_ Basic Life Support Service” or “BLS” ambulance and crew(s)</p> <p><input checked="" type="checkbox"/> _X_ Paramedic(s)</p> <p><input checked="" type="checkbox"/> _X_ EMT(s)</p>
<p>Location(s):</p>	<p>MetraPark</p>
<p>Dates(s) of Services:</p>	<p>TBA</p>
<p>Commencement Date:</p>	<p>2/1/2026</p>
<p>Expiration Date:</p>	<p>1/31/2029</p>
<p>Rates:</p>	<p>\$105.00 per hour for Advanced Life Support” or “ALS” ambulance and crew(s)</p> <p>\$75.00 per hour for Basic Life Support Service” or “BLS” ambulance and crew(s)</p> <p>52.50 per hour for Paramedic(s)</p> <p>37.50 per hour for EMT(s)</p> <p>Medical Supplies to be reimbursed at retail cost. Supplies, equipment and travel expenses will be billed at a pass-through rate, with receipts as proof.</p>
<p>Payment Terms:</p>	<p>Due upon receipt</p>
<p>Name of event(s) (if applicable):</p>	<p></p>
<p>Items to be furnished by Customer (if any)</p>	<p>[access to Staff]</p> <p>[parking]</p> <p>[facility]</p>
<p>Other terms (if any):</p>	<p>Rates will be evaluated by AMR annually. If changes to the rates are needed, the customer will be given a 30 day notice prior to rate adjustment.</p>