

AGREEMENT TO FURNISH COUNTY WITH AMBULANCE SERVICE

THIS CONTRACT made as of January 1, 2022, between the St. Vincent Williamsport Hospital, Inc. d/b/a Ascension St. Vincent Williamsport a not-for-profit corporation operating under the laws of the State of Indiana, hereinafter called the Corporation, and Warren County, a municipal corporation operating under the laws of the State of Indiana, hereinafter called the County, amends a prior contract between the parties.

I. TERM

The term of this agreement is from January 1, 2022 to December 31, 2022, both inclusive.

II. FURNISHING AMBULANCE SERVICE

The Corporation shall furnish to and for all of the County and the citizens of and the visitors to the County, ambulance service, both emergency and invalid transfer. Said ambulance service shall be faithfully staffed with Advanced Life Support personnel. The Corporation shall provide said ambulance service in accordance with the laws of the State of Indiana and shall provide emergency ambulance service in accordance with the rules and regulations of the Indiana Emergency Medical Service Commission.

III. PERSONNEL

The Corporation shall select and hire all personnel necessary to provide said ambulance service, including administrator and emergency medical personnel. The name of the person selected by the Corporation to be such administrator during the term of this agreement has been submitted to and approved by the County. The Corporation shall pay the salaries and wages of all personnel.

IV. VEHICLES

The Corporation shall use the ambulances owned by the County, certified by the State of Indiana Emergency Medical Services Commission. The Corporation shall be responsible for preventive maintenance, including but not limited to, oil changes, tune-ups, etc. The County shall, subject to approval thereof, be responsible for individual expenditures in excess of \$500.00 or such other expenditures as they approve in order to maintain such vehicles.

V. INLAND MARINE ITEMS/MOBILE EQUIPMENT/RADIOS

The radio repeaters, Zoll monitors, Power Cots, Non-powered cots, mobile radios, Auto Pluses and Zoll ventilators placed in the County-owned ambulances and portable radios, are owned by the County and will be insured by the County. An itemized list of these items of equipment, with their estimated value per item, is attached as Exhibit A. Dispatching of the emergency ambulance will be through the Corporation, Warren County Sheriff's Office and Tri County Radio whenever practical.

VI. AMBULANCE HOUSING

The Corporation shall provide suitable housing for the County's ambulances and shall furnish all office supplies, telephone service and utilities for said housing. The Corporation shall also furnish all necessary medical supplies and equipment.

VII. INSURANCE

The County shall carry and the County shall pay for insurance on the County-owned

ambulances, with the Corporation named as an additional insured, as set out and with minimum limits as follows:

Commercial Automobile Liability - \$1,000,000.00
Comprehensive - \$2,500.00 deductible on each vehicle
Collision - \$2,500.00 deductible on each vehicle
Uninsured and underinsured motorist - \$1,000,000.00
Combined Single Limit- \$1,000,000.00

The Corporation shall carry worker's compensation insurance on the emergency medical personnel. The Corporation shall carry malpractice insurance on the emergency medical personnel, with the County named as an additional insured, with a \$1,000,000.00 limit.

The Corporation shall carry insurance on the ambulance housing, with the County named as an additional insured, as set out and with minimum limits as follows:

Limits of liability - \$1,000,000.00
Fire and extended coverage:
 \$35,000.00 Building
 \$ 3,000.00 Contents

VIII. FEES AND CHARGES

The Corporation, through its administrator, shall set all fees and charges for emergency and invalid transfer ambulance service, subject to the approval of the County. The Corporation will bill and keep all accounts receivable.

IX. BUDGET

The Corporation shall submit to the County, on or before May 1st of the term year, a budget for its operations for the next fiscal year. Included in such budget shall be the salaries of the administrator and the wages of the emergency medical personnel, the upkeep of the ambulance housing, the office supplies, telephone service and utilities for said housing, the medical supplies, all of the insurance for the housing and the emergency medical personnel and all other items mutually agreed upon by the County and Corporation as necessary for the satisfactory performance of said ambulance service. At such time, the Corporation shall also submit to the County the name of the person it has selected to be administrator for the ensuing year.

X. APPROPRIATIONS

The County, through its County Council, has appropriated for the term year the sum of \$ 350,000 .00 to operate said ambulance service. The County shall pay to the Corporation said appropriated sum on a monthly schedule in the term year, to-wit: one-twelfth of the yearly sum. The Corporation shall have the right at any time, to request of and from the County additional appropriations for the operation of the ambulance service.

The Corporation shall, upon reasonable request and no less often than quarterly, provide the County with financial statements which shall show the income and expenditures of the Corporation, together with current assets held by the Corporation in sufficient detail so that County may monitor the financial condition and performance of the Corporation. Such statements to be prepared in accordance with generally accepted accounting practices and the

County may, in addition, request that an audit be prepared and certified by an independent firm annually.

XI. INVENTORY

The Corporation shall on or before February 1st of each year provide the County with a current inventory of the property in the possession of the Corporation that is owned by the County.

XII. DAMAGE TO PROPERTY

The County shall not be responsible for loss or damage to property of the Corporation that is utilized in connection with providing ambulance services hereunder.

XIII. ASSIGNABILITY

The Corporation shall not assign any of the rights, interests or obligations under this Agreement, either in whole or in part, without the prior written consent of the County. Any purported assignment without such consent shall be void. No assignment permitted by the County shall release the Corporation from liability for the full performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date of last signature below.

Hospital

Title: Admin. S.A.A. [Signature]

Date: _____

ATTEST:

Warren County Auditor

EXHIBIT A

Equipment owned and insured by the County Estimated value

Ambulance Zoll Monitors X series (\$37,000 x3) \$111,000.00 Ambulance Power Cots (\$25,000 x2) \$50,000.00 Ambulance Non-Powered Cots (\$7,000 x2) \$14,000.00 Ambulance 2016 Femo Power Cot \$33,000.00 Ambulance 2 Auto Pluses Serial 35007 & 34999 \$28,000.00 Ambulance Zoll Ventilators Easy Vent (\$15,000 x 2) \$30,000.00

Ambulance Radio Repeater Duplexor \$18,000.00 Ambulance Radio Repeater Duplexor \$20,000.00