

EFFINGHAM COUNTY GROUND AMBULANCE PROVIDER AGREEMENT

THIS AMBULANCE SERVICE AGREEMENT is made and entered into this 15th day of May, 2017, between Mission Care of Illinois, LLC, d/b/a Abbott EMS (“Contractor”), and Effingham County, Illinois (“Agency”). This Agreement supersedes any previous agreement between Contractor and the Agency and serves as the sole contractual agreement between the two parties for term of services.

WHEREAS, the Agency is a political subdivision of the State of Illinois with authority over the delivery of all ground ambulance services within its jurisdiction (“Ambulance Services”). For the purposes of this Agreement, “Ambulance Services” shall be defined in detail in Effingham County Ordinance No.14-70 (“Ambulance Ordinance”);

WHEREAS, the Agency declares as a matter of public policy that the exclusivity granted herein is necessary in order to preserve, protect and promote the public health, safety and general welfare, and to ensure adequate and continuing ambulance services are available to its citizens;

WHEREAS, the Agency declares as a matter of public policy that the exclusivity granted herein is necessary to maintain an economically **feasible ambulance system and maintain reasonable charges for patients;**

WHEREAS, the Agency has passed an Ambulance Ordinance in accordance with applicable State of Illinois law that authorizes the Agency to limit the number of ambulance services, including both emergency and non-emergency ambulance services, which may operate within the Agency’s jurisdictional boundaries;

WHEREAS, Contractor is a licensed provider of ground ambulance services and represents that it has the ability to provide high quality ground ambulance services within the Agency’s jurisdiction;

WHEREAS, in order to ensure that residents and visitors within the Agency’s jurisdiction receive appropriate ground ambulance services when required, as a result of injury or illness, the Agency desires to grant Contractor the exclusive right to provide all ground ambulance services described herein and Contractor desires to provide such ground ambulance services, subject to the terms and conditions specified herein and as detailed in the Agency’s Ordinance;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Operating Area. To the extent allowed by law, the Agency hereby grants Contractor the exclusive right to provide all ambulance services (the “Services”) within Effingham County (the “Service Area”). The Agency shall require all public safety answering points, communications facilities, and facilities authorized to receive emergency medical calls, dispatch emergency ambulances, or request ambulance transports within the Service Area to

direct such calls to Contractor in accordance with the dispatch protocols agreed upon by Contractor and the Agency (“Dispatch Protocols. Agency shall require that all such emergency calls, including those received on seven digit or ten digit numbers, be routed to Contractor as provided in the Dispatch Protocols. Notwithstanding the foregoing, Contractor, subject to the approval of Agency, may enter into subcontracts and mutual aid agreements with licensed ambulance providers in adjacent service areas inside and adjacent to Effingham County, as deemed necessary by Contractor to ensure adequate coverage throughout the Service Area. All mutual aid agreements must be approved by the Agency in writing prior to establishment and use. Contractor will accept all calls 24 hours a day 365 days a year without regard to gender, race, religion, age, nationality or ability to pay. **It is understood and agreed however that Altamont Ambulance, Inc. will not be utilized as a mutual aid provider or subcontractor.**

2. Facilities, Equipment and Operations. Contractor **will maintain a headquarters located at 1401 Evergreen Ave., Effingham, IL** and/or at such other mutually agreeable locations in or around the Agency as well as maintain outlying substations as needed to insure adequate deployment of resources according to status system management. It is understood and agreed that Contractor shall comply with the terms, conditions and protocols as set forth in the Emergency Medical Services (EMS) Systems Act, 210 ILCS 50/2, and as established by the Illinois Department of Public Health. Likewise, it is understood and agreed that the Agency shall determine which local medical oversight organization shall be adopted and utilized by Contractor in Effingham County (ie: SAMIC, Sarah Bush Lincoln Health Center local or a third party organization). Agency and Contractor agree that **Contractor shall maintain a minimum of 3 ALS ambulances in Effingham County at all times to ensure adequate coverage of 911** emergency calls in the County. Contractor will upgrade and replace ambulances, defibrillators and other assets on a reasonable basis, at its expense, as Contractor and/or Agency deem necessary, or as required by applicable state or federal law. Contractor will be responsible for all capital and equipment purchases with such purchases to be made in its reasonable discretion. Whenever it is necessary to transport equipment that belongs to first responders along with the patient in a Contractor ambulance, Contractor will replace the equipment that is damaged during use by Contractor. Such equipment will include, but not be limited to, stretcher, splints, extrication devices or backboards. Agency, with or without notice to Contractor, shall have the right to inspect the headquarters and/or ambulances to ensure compliance with this provision. It is understood and agreed that Contractor shall secure membership with MABAS and comply with the regulations required within the MABAS –Illinois system. In addition, Contractor shall satisfy and comply with any and all Illinois Region 6 protocols, policies and care guidelines unless alternative protocols are mutually agreed upon, in writing, by the parties.

It is also understood that Contractor will enter into “mutual aid agreements” with other ambulance providers to ensure satisfactory emergency service coverage during emergency situations. It is understood and agreed however that **Altamont Ambulance, Inc. will not be utilized as a mutual aid provider.**

3. Personnel. Contractor reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the services described herein so long as the adjustment

does not impact Contractor's ability to provide adequate services as required herein. Contractor will be responsible for all management and personnel issues related to EMS employees hired by Contractor. Ambulance personnel shall at all times be employees of Contractor and shall be subject to Contractor personnel policies and guidelines, including Contractor's Standard Operating Procedures for the Service Area.

4. Obligations of the Agency. The Agency agrees to retain Contractor as the exclusive ambulance provider of all ambulance services during the Term within the limits as set forth by Illinois law and the provisions of the Ambulance Ordinance. To the extent allowed by law, all ambulance calls for medically necessary non-emergency medical Services such as doctor's appointments, dialysis, and nursing home transportations will be routed through Contractor's Communications Center. Agency further agrees to provide at no cost to Contractor radio tower space on towers it owns. If necessary, Agency will cooperate with Contractor and other local agencies to acquire tower space from other local governmental agencies however Agency cannot guarantee the acquisition of same. The Agency shall monitor and enforce exclusivity for all ambulance services including emergency ambulance services. Contractor has reviewed the Ambulance Ordinance, attached as Exhibit A, and Contractor states and agrees that the language of the ordinance meets with its approval and satisfies the exclusivity requirements of this Agreement and satisfies all of the Agency's requirements of this agreement. All exceptions to the prohibitions on other ambulance service contained in said Ordinance are hereby incorporated into this agreement by reference.

5. Obligations of Contractor. Contractor understands and agrees to promote a collaborative relationship with the Agency and its departments. It is further understood by Contractor that this Agreement and oversight of ground ambulance services in Effingham County is administered by the Effingham County Ambulance Oversight Committee, which is appointed by the Effingham County Board. Contractor agrees to appear at monthly Ambulance Oversight Committee meetings and provide monthly reports on the status of operations, response times, employee rosters (including hiring and firing), staffing schedules, employee training, unusual operational occurrences, and complaints. Contractor understands and agrees that its failure to attend said meetings or comply with the requests of the Ambulance Oversight Committee may constitute a breach of the Agreement and may justify termination of same.

6. Compliance. The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute. Contractor's ambulances will conform to applicable state and local regulations for medical equipment for ambulances and be duly licensed for the transportation of patients. All personnel staffing vehicles that provide the Services will be licensed or certified as required by applicable law. The Agency reserves the right of inquiry and to conduct unannounced inspections to ensure Contractor is complying with the terms of this Agreement.

7. Standards. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services.

8. Services Schedule of Charges and Billing. Contractor will be responsible for billing and collections for all Services provided by Contractor. Billing and settlement of claims will be at the sole discretion of Contractor. Notwithstanding the foregoing, Contractor will use reasonable efforts to establish payment plans for individuals with limited means and consider “charity care” on a case-by-case basis for individuals who do not have the means to pay for the Services, all consistent with current practices and policies of Contractor. Contractor will bill at its usual and customary rates.

9. Indemnification. Contractor shall indemnify and hold Agency harmless from any and all claims, liabilities, injuries, suits, demands and expenses of all kind that may result or arise from any alleged negligent act and/or omission on behalf of the Contractor, its employees or representatives, in the performance or omission of any act under this Agreement.

10. Insurance. Contractor represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance in the minimum amount of \$5,000,000 per occurrence and workers’ compensation insurance as required by Illinois law.

11. Term. The term of this Agreement shall be for five (5) years, commencing on May 1, 2017 and ending on April 30, 2022, unless terminated earlier by either party as allowed under this Contract. The parties may renew this Agreement for an additional term to be agreed upon by the parties with the express, written consent of both parties. This contract shall also immediately go into effect and supersede any rights received by Contractor by virtue of its receipt of the Assignment of the November 29, 2010 Ambulance Provider Agreement from Altamont Ambulance Service, Inc. It is understood and agreed that all of the rights and obligations of the Agency and Contractor are derived from this Contract and not the November 29, 2010 Ambulance Provider Agreement.

12. Termination. Each party may terminate this Agreement at any time, without cause, and at its sole discretion upon ninety days (90) written notice to the other party. Agency may terminate this Agreement in the event Contractor breaches the Agreement or fails to operate its Ambulance Service within the appropriate standard of care in the industry as more fully expressed in the Emergency Ambulance Ordinance referenced herein. Agency shall provide written notice to Contractor of the alleged breach and Contractor thereafter shall have thirty (30) days to correct the breach and satisfy Agency that Contractor is capable and willing to comply with the terms of the Agreement and satisfy the appropriate standard of care associated with providing emergency ground ambulance services to the community. Notwithstanding, if Agency exercises its right to terminate without cause, Agency shall be responsible for the remaining payments owed to Contractor’s landlord under that certain lease for Contractor’s principal operations in Effingham County, Illinois.

13. Referrals. 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. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. 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. Contractor and Agency 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.

15. HIPAA. Each party shall comply with the privacy and security provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

16. Compliance Program and Code of Conduct. Contractor has made available to the Agency a copy of its Code of Conduct, Anti-kickback policies and other compliance policies; and the Agency acknowledges receipt of such documents. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

17. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

18. Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,496 are applicable to this Agreement, the parties incorporate the clause set forth in 29 C.F.R. part 471, Appendix A to Subpart A.

19. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Agency:

Mr. Bryan Kibler
Effingham County State's Attorney
120 W. Jefferson Avenue, Suite 201
County of Effingham, Illinois
Effingham, IL 62401

With Mandatory Copy to:

Mr. Christopher A. Koester
Taylor Law Offices, P.C.
122 E. Washington Avenue
Effingham, IL 62401

If to Contractor:

Regional Director
Abbott EMS
2500 Abbott Place
St. Louis, MO 63143

With Mandatory Copy to:

Legal Department
American Medical Response
6363 S. Fiddler's Green Circle, Suite 1400
Greenwood Village, CO 80111

20. Miscellaneous. This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (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, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state and County where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties.

21. Disputes/Mediation/Jurisdiction. Any disputes that arise between the parties during the term of this Agreement which cannot be resolved by discussion shall be submitted to non-binding mediation prior to initiating any legal action or court proceeding. Mediation shall occur as agreed by the parties in writing. In the event that mediation fails to resolve the parties dispute, or in the event that a party refuses mediation after a request in writing, any legal action

concerning this contract must be filed in the Circuit Court of Effingham County, Illinois or, if federal jurisdiction is found to exist, in the United States District Court for the Southern District of Illinois.

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

Mission Care of Illinois, LLC, d/b/a Abbott EMS

By: _____

Print Name: Edward B. Van Horne

Title: President and CEO

Effingham County, Illinois

By: _____

Print Name: James Niemann

Title: Board Chairman