THIS AMBULANCE SERVICES AGREEMENT is made and entered into this **17th day of December 2024,** between **Hamilton County Ambulance Service**, and **Hamilton County Illinois ("County").** This Agreement supersedes any previous agreements regarding ambulance services provided on behalf of Hamilton County and serves as the sole contractual agreement.

WHEREAS, the County is a political subdivision of the State of Illinois with authority over the delivery of emergency medical services including all ground ambulance services within its jurisdiction ("Ambulance Services") For the purposes of this agreement, Ambulance Services shall be defined as detailed in Hamilton County Ordinance #2012-01 ("Ambulance Ordinance").

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

WHEREAS, the County 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, Hamilton County Ambulance is a licensed provider of high-quality ambulance services with the capability to provide ambulance services within the County's jurisdiction.

WHEREAS, in order to ensure that residents and visitors within the County jurisdiction receive appropriate ambulance service when required as a result of injury or illness, the County desires to grant Hamilton County Ambulance the exclusive right to provide the specific the ambulance services described herein, with the exceptions as detailed in the County's Ambulance Ordinance and Hamilton County Ambulance desires to provide such ambulance services, subject to the terms and conditions specified herein and exceptions as detailed in the County's Ordinance

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

1. Operating Area. The County hereby grants Hamilton County Ambulance the exclusive right to provide all ambulance services (the "Services"} within Hamilton County (the "Service Area"}. The County shall require all public safety answering points and communications facilities authorized to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to Hamilton County Ambulance in accordance with the dispatch protocols agreed upon by Hamilton County Ambulance and the County ("Dispatch Protocols"). County shall require that all such emergency calls, including those received on seven-digit numbers, be routed to Hamilton County Ambulance as provided in the Dispatch Protocols. Notwithstanding the foregoing, Hamilton County Ambulance may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Hamilton County Ambulance to insure adequate coverage throughout the Service Area. All subcontracts will be approved by the County in writing prior to establishment and use. Hamilton County Ambulance will accept all calls 24 hours a day 365 days a year without regard to gender, race, religion, age, nationality, or ability to pay.

2. Facilities, Equipment and Operations. Hamilton County Ambulance will maintain a headquarters located in or around the County as well as maintain outlying substations as needed to insure adequate deployment of resources according to status system management. Hamilton County Ambulance will staff at least one (1) ALS units 24 hours a day 365 days a year. Hamilton County Ambulance will upgrade and replace ambulances, defibrillators, and other assets on a reasonable basis, at its expense, as it deems necessary. Hamilton County Ambulance 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 Hamilton County Ambulance, Hamilton County Ambulance will replace the equipment that is damaged during use by Hamilton County Ambulance. Such equipment will include, but not be limited *to,* stretchers, splints, extrication devices or backboards.

3. Personnel. Hamilton County Ambulance reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the services described herein. Hamilton County Ambulance will be responsible for all management and personnel issues related to EMS employees hired by Hamilton County Ambulance. Ambulance personnel shall always be employees of Hamilton County Ambulance and shall be subject to Hamilton County Ambulance personnel policies and guidelines, including Hamilton County Ambulance's Standard Operating Procedures for the Service Area.

4. Obligations of the County. The County agrees to retain Hamilton County Ambulance as the exclusive ambulance provider of all ambulance services during the Term within the limits as forth in the provisions of the Ambulance Ordinance relating the Hamilton County Ambulance Services. All ambulance calls for medically necessary non-emergency medical Services such as doctor's appointments, dialysis, and nursing home transportations will be routed through Hamilton County Ambulance's Communications Center. County further agrees to provide at no cost to Hamilton County Ambulance radio tower space at a mutually agreed location with County's jurisdiction. The County shall monitor and enforce the exclusivity for all ambulance services including both emergency and non-emergency ambulance services.

5. Public Safety Sales Tax. Hamilton County shall make all Public Safety Sales Tax funds available to the Hamilton County Ambulance Service up to **Thirty-Seven Thousand Five Hundred Dollars ($37,500**) per month collected from the public safety tax levied under 55 ILCS 5/5-1006.5 pursuant to 55 ILCS 5/5-1053 for the duration of the agreement.

6. Obligations of Hamilton County Ambulance. Hamilton County Ambulance understands and agrees to promote a collaborative relationship with the County and its departments. It is further understood by Hamilton County Ambulance that this agreement and oversight of emergency medical services in Hamilton County is administrated by Hamilton County Board. Hamilton County Ambulance agrees to provide quarterly reports to the Hamilton County Board on the status of operations, including such transactional data as may be requested by the Hamilton County Board.

7. County Board Representation. Hamilton County Ambulance shall identify one (1) seat on the Hamilton County Ambulance Board of Directors to be a representative appointed by the Chairman of the Hamilton County Board for a term of three years.

8. 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. Hamilton County Ambulance'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 County reserves the right of inquiry and inspection to ensure Hamilton County Ambulance is complying applicable laws.

9. Standards. The Services shall be provided in accordance with prevailing industry standards of quality and

care applicable to medical transportation services.

10. Services Schedule of Charges and Billing. Hamilton County Ambulance will be responsible for billing and collections for all Services provided by Hamilton County Ambulance. Billing and settlement of claims will be at the sole discretion of Hamilton County Ambulance. Notwithstanding the foregoing, Hamilton County Ambulance will use reasonable efforts to establish payment plans for individuals with limited means and will 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 Hamilton County Ambulance. Hamilton County Ambulance will bill at its usual and customary rates.

11. Indemnification. Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees, or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. If a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

12. Insurance. Hamilton County Ambulance 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 medical transportation industry and workers' compensation insurance in the statutory required amounts.

13. Term. The initial term of this Agreement shall be for 2 year from **December 1st, 2024, to November 30th, 2026.** The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

14. Termination. Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon one- hundred twenty (120) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within sixty (60) days of written notice thereof to the other party.

15. 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.

16. 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. Hamilton County Ambulance and County 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.

17. 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 ("HIPPA"). All Patient medical records shall be treated as confidential to comply with all state and federal laws.

18. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide 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 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.

19. 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.

20. 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 acknowledgement 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 County:

Hamilton County Board
100 S. Jackson Street
McLeansboro, IL 62859

If to Hamilton County Ambulance:

Hamilton County Ambulance Service
P.O. Box 474
McLeansboro, IL 62859

21. 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 law's 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.

22. 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. If mediation fails to resolve the parties dispute, or if a party refuses mediation after a request in writing, any legal action concerning this contract must be filed in the Circuit Court of Hamilton County, Illinois or, if federal jurisdiction is found to exist, in the United States District Court for the Southern District of Illinois.

Signatures: These signatures attest the parties' agreement hereto

Hamilton County Board, by the authority of this contract enacted after correct agenda notice and upon motion and a second and a majority vote of the quorum of members present at the regular meeting on **December 17, 2024.**

By Kelly Woodrum Date: 12-17-2024
Hamilton County Board Chairman

Attest:
Heather Beumer Date: 12-17-24
Hamilton County Clerk & Recorder

Contractor: Hamilton County Ambulance Service

Date: 12-18-24