

TOWN OF GREENVILLE
ORDINANCE NO. 2012-TR-059

**RESOLUTION CONCERNING AN AGREEMENT WITH YELLOW
AMBULANCE SERVICE FOR THE TOWN OF GREENVILLE, INDIANA**

WHEREAS, the Town Council for the Town of Greenville, Indiana, in the interest of public health, safety and welfare, has deemed it necessary that the Town develop a Resolution to assure adequate, properly licensed and certified emergency ambulance services at all times to the citizens of Greenville, Floyd County, Indiana ; and

WHEREAS, Yellow Ambulance Service of 1601 South Preston Street Louisville, Kentucky is willing to undertake the provision of emergency ambulance service for all persons in Greenville, Floyd County, Indiana, needing such services, all in accordance with Indiana State Statutes and this Contract Resolution;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREENVILLE, INDIANA, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, IT IS AGREED:

1. AVAILABILITY OF SERVICE: The Contractor shall provide emergency ambulance service within the statutory limits of the Town of Greenville, Floyd County, Indiana, on a 24 hour-per-day, 7day-per-week basis to all persons within the town and without regard to race, creed, color, religion, age, sex, national origin or disability. Transport shall be to Floyd Memorial Hospital and Health Services (Memorial) or such other institution as the patient shall designate or which shall be dictated by medical necessity.

2. COVERAGE AREA: The Contractor shall provide and physically locate within Floyd County, Indiana, upon a 24 hour-per-day and 7 day-per-week basis during the term of this contract, a minimum of three (3) Advanced Life Support (ALS) ambulance units, two (2) of which shall be paramedic units and one (1) of which shall be an advanced EMT unit. A fourth ALS unit shall be located and fully staffed in the county on an "as needed" basis during peak-run periods. BASIC LIFE SUPPORT UNITS SHALL NOT BE USED TO PROVIDE SERVICES UNDER THIS CONTRACT AND THOSE ALS UNITS SPECIFIED IN THIS CONTRACT SHALL BE USED FOR 911 OR OTHER EMERGENCY RESPONSE ONLY AND NOT FOR NON-EMERGENCY TRANSPORT. When on duty, units shall be placed in strategic locations throughout the county, as determined by the Contractor except that one unit shall at all times be placed at Highlander Point Shopping Center (or its environs). When not on duty, units shall be located at a designated substation within Floyd County, Indiana. Notwithstanding this obligation, and as evidenced by the execution hereof, the Contractor reasonably believes that the number of units to be provided under this contract, as well as the location thereof, will permit, in 95% of all dispatches, a response time to any location in Floyd County of fewer than ten (10) minutes.

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3. COMMUNICATIONS: Contractor's radio transmitter is located at 7601 North Skyline Drive, New Albany, Indiana, on WKPC's television tower. Emergency calls shall be received at Contractor's place of business in Floyd County, Indiana and immediately transmitted for dispatch to its Central Dispatch Center in Louisville, Kentucky.

4. MEDICAL CONTROL: Medical control shall be provided by Memorial.

5. REPORTS: Contractor shall furnish the Town of Greenville and Memorial with quarterly summaries of response times, time of service, patient totals, and the number of patients transported out of the Town of Greenville.

6. PERSONNEL: All of Contractor's emergency medical personnel shall be certified, as appropriate, by the Emergency Medical Services Division of the Indiana Emergency Management Agency, and shall satisfy all requirements for continuing education, audit and review, and in-service training.

7. OSHA REGULATIONS: Each ambulance used to provide emergency service in the Town of Greenville, Floyd County, Indiana, shall be equipped as required by applicable OSHA regulations.

8. COMPLIANCE WITH STATE AND FEDERAL REGULATIONS: Contractor shall abide by and conform to all rules, regulations, and mandates of OSHA regarding ambulance runs involving infectious control and hazardous materials, and all responding personnel shall be trained in such matters as required by applicable regulations.

9. SUBSIDY: For the services to be rendered by the Contractor pursuant to this Contract, and in addition to the regular and ordinary user fees to be charged by the Contractor for emergency ambulance services, the Town of Greenville, Floyd County, Indiana shall pay the Contractor the annual sum of \$0 (Zero Dollars).

10. BILLING: With respect to user fees becoming due and payable to the Contractor for services rendered under this contract, the Contractor shall act in good faith in billing for such services, and shall collect same in an orderly and business-like manner, PROVIDED, no person eligible for emergency ambulance service under this contract shall be denied same by reason of an inability to pay therefore.

11. CONTRACTOR RESPONSIBILITIES: Contractor shall be solely responsible for providing emergency ambulance service within the Town of Greenville, Floyd County, Indiana during the term of this agreement, which service includes, but is not necessarily limited to, the provision of necessary staff, vehicles, crew quarters, equipment, insurance (including workmen's compensation insurance and providing a copy of such to the Town of Greenville Clerk Treasurer), radios, telephones, dispatching services, as well as repairs, maintenance and related expenses, all to the end that no cost or expense for such emergency ambulance service shall be incurred by the Town except as expressly provided herein. Further, Contractor shall not assign any duty, responsibility, or obligation under this contract without the prior written consent of the Town of Greenville, Floyd County, Indiana.

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12. ADVANCED LIFE SUPPORT: Contractor shall provide ALS services in cooperation with Floyd Memorial Hospital; shall provide and continue to provide an advanced life support review committee; and, shall participate in monthly audit and review sessions as required by Indiana Emergency Medical Services Commission and/or the Contractor's medical director.

13. EMPLOYEES: With respect to personnel performing services under this contract, Contractor shall not discriminate against any employee or applicant for employment with respect to hiring, tenure, or other terms, conditions, or privileges of employment, or any matter directly or indirectly related thereto, because of race, color, creed, religion, age, national origin or ancestry.

14. INDEMNIFICATION AND HOLD HARMLESS: Both parties agree to the extent authorized under the Constitution and the laws of the State, to indemnify and hold the other party harmless from any claim, demand, suit, loss or liability which the indemnified party may sustain as a result of the indemnifying party's errors or omissions within the terms of this Agreement; provided, however, that neither party will hold the other harmless from any claims, demands or causes or action arising or resulting directly or indirectly from negligence (whether sole, join, concurring, or otherwise) of the other party, its officers, agents, representatives or employees, or any other person or entity not subject to the party's supervision or control. These indemnifications will include reasonable expenses, including attorney's fees, incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party. As a condition precedent to asserting a right of indemnity, the party seeking indemnification will have given the indemnifying party timely, written notice of the assumption of the claim as to which the right of indemnification is claimed to exist.

15. INSURANCE: During the term hereof, the Contractor shall maintain and pay all premiums for general public liability insurance with minimum limits of \$1,000,000.00, each person, and \$2,000,000.00, per occurrence, for property damage, with respect to which coverages, the Town of Greenville, Floyd County, Indiana shall be named as an additional insured. As soon as practical following the execution of this agreement, Contractor shall provide the Town of Greenville, Floyd County, Indiana with a certificate of insurance confirming the coverage's set forth herein.

16. INDEPENDENT CONTRACTOR: With respect to all matters pertaining to this contract, Contractor shall be acting as an independent contractor and not as the agent, partner, or employee of the Town of Greenville, Floyd County, Indiana, or its Town Council.

17. SERVICES FOR FLOYD COUNTY: Contractor shall not charge to transport law enforcement personnel of the Town of Greenville, Floyd County, Indiana injured in the line of duty.

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18. TERM: The initial term of this Agreement will be for one (1) year beginning this 12th day of November, 2012 and ending on the 12th day of November, 2013. Thereafter, this Agreement will automatically renew for successive one (1) year periods, unless either party gives written notice of intent not to renew this Agreement no later than sixty (60) days prior to the expiration date of the initial Agreement or any renewal thereof.

19. TERMINATION:

(a) Cause. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately at any time for cause. As used herein “cause” will mean:

(i) A sanction, suspension exclusion or other ineligibility of Contractor from participating in any federal or state health care program, including but not limited to Medicare and Medicaid;

(ii) A conviction of Contractor for a criminal offense related to health care or conviction of Contractor for a felony whether or not the felony is related to health care;

(iii) A failure by Contractor to maintain insurance coverage as required in this Agreement;

(iv) A loss of any license or certification required by State in order for Contractor to provide the services contemplated by this Agreement;

(v) A breach of any other provision, term or condition of this Agreement by either party provided that notice of the breach is given to the breaching party, and a cure is not made within thirty (30) days following the receipt of the breach; and

(vi) A filing of a petition for voluntary bankruptcy by either party or an action of involuntary bankruptcy brought against either party.

20. CONFIDENTIALITY: Contractor acknowledges the confidentiality of patient medical records in accordance with state and federal laws; Contractor agrees to maintain the confidentiality of such medical records that Contractor may be given access to under this Agreement.

21. HIPAA COMPLIANCE: Contractor recognizes the importance of the Health Insurance Portability and Accountability Act (“HIPAA”) and the regulations promulgated there under in maintaining security, privacy and confidentiality of patient information. Therefore, to the extent that Contractor’s business functions are governed by the HIPAA transaction, security and/or privacy regulations, Contractor will have all appropriate organizational and technical policies, procedures and safeguards in place in order to comply with the applicable provisions of the HIPAA regulations. Furthermore, both parties agree to execute any and all documents, as necessary, in order for either party to comply with the requirements of HIPAA and regulations promulgated there under.

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22. VALIDITY: If one portion of this Agreement or any term or provision hereof is declared invalid or unenforceable, this will in no way affect the validity or enforcement of any other term or provision of this Agreement.

23. SUCCESSORS: Except as otherwise provided in the preceding section, all of the obligations, conditions, terms, covenants, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

24. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications, representations, statements or discussions made between the parties existing prior to or contemporaneous with the execution of this Agreement.

25. AMENDMENT: No changes, amendments or alterations to this Agreement will be effective unless agreed upon in writing and signed by both parties.

26. Notice: Any notice required or permitted to be given under this Agreement will be sufficient if in writing and hand delivered or sent by certified or registered mail, return receipt requested, addressed as follows:

YELLOW AMBULANCE SERVICE: Yellow Ambulance Service, Attn: Tom Spalding Director
1601 South Preston Street Louisville, KY 40217

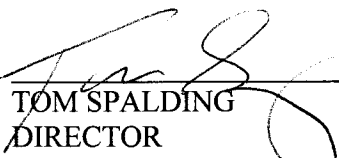
TOWN OF GREENVILLE: Greenville Town Council, Attn: Clerk Treasurer PO Box 188,
9706 Clark Street Greenville, Indiana 47124

ADOPTED BY THE TOWN COUNCIL OF GREENVILLE, INDIANA, ON THE 12th DAY
OF NOVEMBER, 2012.

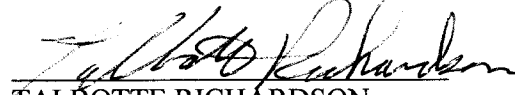
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE STATED
ABOVE.

YELLOW AMBULANCE SERVICE

PRESIDENT OF THE TOWN
COUNCIL OF GREENVILLE, INDIANA



TOM SPALDING
DIRECTOR



TALBOTTE RICHARDSON,



JACK TRAVILLIAN,
CLERK/TREASURER

PREPARED BY: RANDAL JOHNES