AGREEMENT No. 2012-07

THIS AMBULANCE SERVICES AGREEMENT is made and entered into this 21ST day of MAR. 2012, between Mission Care of Illinois, LLC d/b/a/ Abbott EMS ("Abbott"), and Franklin County Illinois ("Agency"). This Agreement supersedes any previous agreement between Abbott 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 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 Franklin County Ordinance #12-01 ("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, adequate and continuing ambulance services 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 laws that provides for the Agency's authority 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, Abbott is a licensed provider of high quality ambulance services with the capability to provide ambulance services within the Agency's jurisdiction;

WHEREAS, in order to ensure that residents and visitors within the Agency's jurisdiction receive appropriate ambulance when required as a result of injury or illness, the Agency desires to grant Abbott the exclusive right to provide the specific the ambulance services described herein, with the exceptions as detailed in the Agency's Ambulance Ordinance and Abbott desires to provide such ambulance services, subject to the terms and conditions specified herein and exceptions 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 are hereby acknowledged, the parties hereto agree as follows:

1. **Operating Area**. The Agency hereby grants Abbott the exclusive right to provide all ambulance services (the "Services") within Franklin County excluding Denning Township and Frankfort Township (the "Service Area") and also excluding any other exceptions that are contained in the Ambulance Ordinance pertaining to Franklin County Ambulance Services. The Agency 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 Abbott in accordance with the dispatch protocols agreed upon by Abbott and the Agency ("Dispatch Protocols"). Agency shall require that all such emergency calls, including those received on seven digit numbers, be routed to Abbott as provided in the Dispatch Protocols. Notwithstanding the foregoing, Abbott may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Abbott to insure adequate coverage throughout the Service Area. All subcontracts will be approved by the agency in writing prior to establishment and use. Abbott 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**. Abbott will maintain a headquarters located in or around the Agency as well as maintain outlying substations as needed to insure adequate deployment of resources according to status system management. Abbott will staff 2 ALS units 24 hours a day 365 days a year and 1 unit during peak demand times for deployment within the Agency. Abbott will upgrade and replace ambulances, defibrillators and other assets on a reasonable basis, at its expense, as it deems necessary. Abbott 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 an Abbott ambulance, Abbott will replace the equipment that is damaged during use by Abbott. Such equipment will include, but not be limited to, stretchers, splints, extrication devices or backboards.

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

4. **Obligations of the Agency.** The Agency agrees to retain Abbott 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 Franklin 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 Abbott's Communications Center. Agency further agrees to provide at no cost to Abbott radio tower space at a mutually agreed location with Agency's jurisdiction. The Agency shall monitor and enforce the exclusivity for all ambulance services including both emergency and non-emergency ambulance services. Abbott has reviewed the Ambulance Ordinance, attached as "Exhibit B", and Abbott states an agrees that the language of the ordinance meets with their 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 to this agreement by reference.

5. Obligations of Abbott. Abbott agrees to provide all services and meet all specifications as was presented to the agency in their response to the request for proposal document dated December 7th, 2011 attached as "Exhibit A" said exhibit is made part of this agreement and is incorporated herein by reference. Abbott understands and agrees to promote a collaborative relationship with the agency and its departments. It is further understood by Abbott that this agreement and oversight of emergency medical services in Franklin County is administrated by Franklin County's Emergency Management Agency. Abbott agrees to provide quarterly reports to the Director of Emergency Management on the status of operations, including areas of reporting listed in Exhibit A.

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. Abbott'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 inspection to ensure Abbott is complying with the terms of this agreement and Exhibit A.

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. Abbott will be responsible for billing and collections for all Services provided by Abbott. Billing and settlement of claims will be at the sole discretion of Abbott. Notwithstanding the foregoing, Abbott 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 Abbott. Abbott will bill at its usual and customary rates.

9. 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 any 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. In the event that 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 any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this agreement.

10. Insurance. Abbott 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.

11. Term. The initial term of this Agreement shall be for five (5) years from April 1, 2012 to March 31, 2017. The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the "Term".

12. 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.

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. Abbott 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. Abbott has made available to the Agency a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Abbott's parent company's web site, located at: www.amr.net, and the Agency acknowledges receipt of such documents. Abbott warrants that its personnel shall comply with Abbott'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 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 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:

County of Franklin, Illinois
Emergency Management Agency
202 West Main
Benton, IL 62812

With Mandatory Copy to:

Franklin County State's Attorney's Office
411 East Main Street
Benton, Il 62812

If to Abbott:

General Manager
Abbott EMS
2500 Abbott Place
St. Louis, MO 63143

With Mandatory Copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, Colorado 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 Franklin County, Illinois or, if federal jurisdiction is found to exist, in the United States District Court for the Southern District of Illinois.

[SIGNATURE PAGE FOLLOWS]

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: _____

Mark L Corley, General Manager

Franklin County, Illinois

By: Randall Crocker

Print Name: Randall Crocker

Title: Franklin Co. Brd. Chairman