

AGREEMENT
No. 2022-08



THIS EMERGENCY MEDICAL SERVICES AGREEMENT is made and entered into the April 1, 2022, between ("AMR"), Mission Care of Illinois d/b/a American Medical Response and Franklin County, Illinois Government ("Agency"). This Agreement supersedes any previous agreement between AMR 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 with authority over the delivery of pre-hospital emergency medical services ("EMS") within its jurisdiction;

WHEREAS, AMR is a licensed provider of high-quality EMS with the capability to provide EMS within the Agency's jurisdiction;

WHEREAS, in order to assure that residents and visitors within the Agency's jurisdiction receive appropriate EMS when required as a result of injury or illness, the Agency desires to grant AMR the right to provide the specific EMS described herein, and AMR desires to provide such EMS, subject to the terms and conditions specified herein.

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 AMR the right to provide emergency medical services (the "Services") within Franklin County, IL excluding Denning Township & Frankfort Township (the "Service Area"). 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 AMR in accordance with the dispatch protocols agreed upon by AMR and the Agency ("Dispatch Protocols"). Agency shall require that all such emergency calls, including those received on ten/seven digit numbers, be routed to AMR as provided in the Dispatch Protocols. Notwithstanding the foregoing, AMR may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by AMR to insure adequate coverage throughout the Service Area. All subcontracts will be approved by the agency's representative in writing prior to establishment and use. AMR will accept all calls without regard to gender, race, religion, age, nationality or ability to pay.

2. Facilities, Equipment and Operations. AMR will maintain a headquarters located in the Agency's jurisdiction as well as maintain outlying substations as

needed to insure adequate deployment of resources according to status system management. AMR will staff the following units for deployment within the Agency three hundred sixty five (365) days per year.

Three (3) 24-hour ALS trucks and these trucks will be branded American Medical Response and will be utilized for emergency 911 services and emergent Franklin County interfacility transfers. AMR may choose from time to time to staff additional ALS and BLS ambulances above the required minimum staffing based on system needs and/or special event situations. AMR agrees to notify the agency representative should staffing levels fall below minimum standard for any reason.

AMR will upgrade and replace ambulances, defibrillators and other assets on a reasonable basis, at its expense, as it deems necessary. AMR 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 emergency medical responder units along with the patient in an AMR ambulance, AMR will replace the equipment that is damaged during use by AMR. AMR agrees to participate in joint purchasing programs with other public safety agencies in Franklin County as appropriate and applicable by law.

AMR will replace front-line ambulances that exceed 300,000 miles ("Mileage Cap"). Additionally, AMR may request that the Agency re-certify any front-line ambulances that exceed the Mileage Cap through an inspection and report.

3. Personnel. AMR reserves the right to adjust personnel and staffing levels to the extent it deems necessary to provide the services described herein provided the adjustments do not fall below the level of service required by this agreement. AMR will be responsible for all management and personnel issues related to EMS employees hired by AMR. EMS personnel shall at all times be employees of AMR and shall be subject to AMR personnel policies and guidelines, including AMR's Standard Operating Procedures for the Service Area.

4. Obligations. The Agency agrees to retain AMR as the ambulance provider of all ambulance transportation including but not limited to emergency medical Services and non-emergency medical Services, during the Term. The Agency agrees to adopt or amend any necessary ordinances or regulations to effect this Agreement. Agency representatives will work with AMR to develop and implement standard operating guidelines which outline policies and procedures for operation, dispatch and

communication of all 911 calls with AMR units and AMR staff. AMR agrees to provide all services in accordance with prevailing industry standards of quality and care applicable to medical transportation services. AMR agrees to comply with all standards set forth by the agency as outlined in Attachment A of this agreement. AMR understands and agrees to promote a collaborative relationship with the agency and its authorized representative.

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

6. Indemnification. Each party will defend, indemnify and hold the other party harmless from and against all liability, claims and costs resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any such claim, the party to be indemnified shall provide notice to the other party as soon as reasonably possible.

7. Insurance. AMR 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.

8. Term. The initial term of this Agreement shall be for Five Years from April 1, 2022, through March 31, 2027. The parties may renew this Agreement with written consent. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.

9. Termination. Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon ninety (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 fifteen (60) days of written notice thereof to the other party.

10. 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.

11. 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. AMR and Agency 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.

12. Laws and Regulatory. The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that 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 and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a “Safe Harbor” for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its

officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

13. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (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 (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no

waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

16. 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 then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the following addresses:

If to Agency:

Franklin County, Illinois Government
Emergency Management
401 E. Park Street
Benton, IL 62812

With Mandatory Copy to:

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

If to AMR:

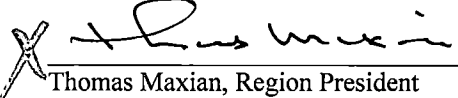
Heather Morse, Regional Director
AMR
137 Industrial Park Road
Benton, IL 62812

With Mandatory Copy to:

Law Department
Global Medical Response, Inc.
6363 S. Fiddler's Green Circle, 15th Floor
Greenwood Village, Colorado 80111

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

Mission Care of Illinois, LLC d/b/a American Medical Response

By:  _____
Thomas Maxian, Region President

County of Franklin, Illinois Government

By:  _____
Larry Miller, Board Chairman

County of Franklin, Illinois

EXHIBIT A

Emergency Medical Healthcare & Transportation Services Agreement

Statement of Purpose

The goal of this agreement is to provide advanced life support pre-hospital emergency medical healthcare and ambulance transport. This goal will be achieved when the citizens of Franklin County reliably experience high quality service from the point they make an initial call for service until they are delivered to the appropriate definitive care system. Success will be achieved by combining the best efforts of the County of Franklin, Illinois Government and American Medical Response (AMR) to develop, adopt, deliver, and/or employ emergency medical services training, medical direction, treatment protocols, documentation, and quality assurance/quality improvement. Franklin County Emergency Management Agency has been charged with the responsibility to oversee and manage Franklin County Government's efforts to provide emergency medical services. It is our goal that the County of Franklin, Illinois, through the Franklin County Emergency Management Agency and AMR develop, share and continuously refine a common philosophy for priorities and decisions concerning patient care and transport.

Franklin County Emergency Management Agency herewith provides the specifications required by AMR to serve as the exclusive provider of pre-hospital healthcare and transportation ambulance services for the County of Franklin, Illinois (excluding the political subdivisions of Frankfort and Denning Townships). AMR shall meet all specifications listed.

Minimal Operational Requirements

AMR must dedicate a minimum of the following: Three (3) Advanced Life Support (ALS) ambulances 24 hours per day, seven days per week dedicated to emergency 911 services and emergent interfacility transfers. AMR may staff additional ambulances above the required amount at their discretion and utilize those additional units within the 911 response system during times of increased demand providing they meet the requirements set forth by the agreement. AMR must maintain the capability to call back personnel and surge additional ambulance units into the 911 system during major emergencies and disasters.

AMR must provide the following equipment on all ALS ambulances:

- Meet and maintain the required equipment for ALS providers by the EMS System.
- 12-lead EKG capability.
- Maintain sufficient materials needed for mass casualty incident management operations as specified by the protocols of the Mutual Aid Box Alarm System - Illinois and Franklin County Emergency Management Agency.
- Transport ventilators.
- IV pumps.
- Wave Form Capnography.
- CPAP/BiPap device.
- Electronic Patient Care Records (EPCR).
- Global Positioning Satellite (GPS) technology to increase accuracy and to monitor safe driving.
- AMR agrees to participate in use of mobile data terminals linked to the Franklin County 911 system should the County implement such technology for use by public safety agencies during the term of this agreement.

Service Commitments

AMR agrees to transport patients to their hospital of choice (except as otherwise ordered by medical control).

Special Events Standby

AMR agrees to provide coverage for special events as available as requested by the Franklin County Emergency Management Agency.

EMS Supply Joint Purchasing

AMR agrees to participate in joint purchasing with other Franklin County EMS providers when applicable and allowable by law.

Mutual Aid Agreements

AMR agrees to execute mutual aid agreements with surrounding emergency medical ambulance providers and any additional providers identified by the Franklin County Emergency Management Agency determined to be of benefit to the overall success of Franklin County's efforts to provide EMS services. AMR agrees to provide the Director of Emergency Management with a copy of all mutual aid agreements.

Joint Operational Protocols

AMR agrees to work collaboratively with the Franklin County Emergency Management Agency to develop mutually acceptable standard operational protocols and policy for emergency medical response for the County of Franklin. All SOP/Policy will be mutually authorized by AMR management and the Director of Emergency Management. AMR agrees to follow the direction and control of the Franklin County Emergency Operations Center / Franklin County Emergency Management Agency during times of declared disasters/major emergencies as mandated by the Franklin County Emergency Operations Plan.

Vehicle Maintenance & Safety

AMR agrees to maintain a high reliability level through aggressive Preventive Maintenance (PM) programs that exceed manufacturer recommendations as well as U.S. Department of Transportation (DOT) maintenance standards in several areas. AMR employees will complete a comprehensive daily vehicle check on all units. Vehicles and/or equipment that do not meet standards during maintenance or our daily pre-inspection process will be removed from service for repair, upgrade or replacement. All ambulances operating in the Franklin County 911 response system will have no more than 300,000 miles.

AMR will maintain a PM schedule for Franklin County, with comprehensive scheduled maintenance of each vehicle occurring at regular intervals, as outlined in the chart below:

Every 5,000 Miles	Additional Services Every 15,000 Miles	Additional Services Every 30,000 Miles	Additional Services Every 60,000 Miles
Lubrication	Repeat of 5,000-mile inspection	Repeat of 15,000-mile inspection	Repeat of 30,000-mile inspection
194 safety point and mechanical inspection	Replacement of fuel filter	Rear differential service	Replace belts
Change oil and filter	Transmission service		Replace idler pulleys and tensioner
Replacement of air filter			Replace vacuum pump
<ul style="list-style-type: none"> • Batteries – Test and inspect every service. Replace in sets of two if required. • Shocks – Inspect every service and replace as needed. • U-joints – Inspect every service and replace as needed. 			

Drug & Alcohol Free Workplace

AMR agrees to maintain a drug and alcohol free workplace environment. This will be achieved through the adoption and enforcement of a drug and alcohol free workplace environment policy. A copy of this policy will be provided to the Director of Emergency Management.

Personnel Policy

AMR agrees to provide current copies of all personnel policies and directives to the Director of Emergency Management as they are updated and issued.

Telecommunications

AMR will maintain the capability of providing a 24 hour per day, seven day per week Communications Center, staffed at all times with a minimum of three Telecommunicators with EMD (Emergency Medical Dispatch) certification and Illinois licensure as IDPH EMDs.

The AMR Communications Center will meet secondary PSAP requirements required by the Franklin County 911 System and Franklin County Emergency Management Agency to receive 911 callers from Franklin County. This includes but is not limited to a continuity of operations plan, backup power and communications systems, and emergency operations plan.

Franklin County agrees to forward all requests for 911 ambulance services to AMR via the Franklin County 911 system and the established and mutually agreed upon dispatching protocols. AMR may also contract their telecommunications services with existing Communications Centers located in Franklin County that provide 911 PSAP services.

National Incident Management System Compliance

AMR must demonstrate compliance with the National Incident Management System (NIMS) to include, but not limited to the following; adoption of NIMS/ICS protocols, personnel education, and resource typing. The provider will also comply with the policy and procedures of the Mutual Aid Box Alarm System – Illinois.

Personnel Professional Standards & Education

AMR must provide the minimum personnel professional standards and education as follows:

AMR Telecommunicators

AMR agrees to require all dispatch center employees to become, within one year of their hire date, not only Emergency Medical Dispatchers (EMDs) certified by the National Academies of Emergency Dispatch (NAED), but also licensed EMDs. As certified EMDs, they meet National Standard Curriculum of the National Highway Transportation and Safety Administration (NHTSA), the Department of Transportation (DOT) and NAED standards for required training in the associated roles and responsibilities, including:

- Allocating resources
- Obtaining sufficient and accurate information from callers
- Providing pre-arrival emergency, potentially life-saving, medical instructions based upon Medical
- Priority Dispatch System Protocols
- National Incident Management System (NIMS) certification as required by NIMS Matrix.

As required by NAED standards, all dispatch center employees are also required to obtain CPR certification and recertification every two years. NAED certification also requires 24 hours of Continuing Dispatch Education (CDE) annually.

AMR agrees to cooperate with any additional training requirements set forth by the Franklin County 911 system.

AMR EMT

The primary responsibilities of AMR's EMTs are to operate the transport vehicle and to assist the Paramedic as needed. As an example, EMTs may check vital signs, perform airway management, assess bleeding, shock prevention and therapy, apply splints, and manage radio communications. Minimum qualifications for an AMR EMT are:

- State of Illinois EMT-B license
- Resource Hospital certification as a System EMT
- Cardio-Pulmonary Resuscitation (CPR)/Automated External Defibrillator (AED) certification
- State of Illinois driver's license or equivalent

- National Incident Management System (NIMS) certification as required by NIMS Matrix.

AMR Paramedic

Minimum qualifications for an Abbott Paramedic are:

- State of Illinois EMT-P license
- Resource Hospital certification as a System Paramedic
- Advanced Cardiac Life Support (ACLS) certification
- International Trauma Life Support Certification (ITLS)
- CPR / AED certification / Healthcare Provider Basic Life Support
- State of Illinois driver's license or equivalent
- National Incident Management System (NIMS) certification as required by NIMS Matrix.

Personnel Requirements (ALL)

All candidates for employment at AMR must meet or exceed stringent education, health and certification standards and then pass a series of interviews, tests and criminal background check, and a pre-employment drug screening. AMR will screen each field candidate's driving record before we make an employment offer, and we recheck driving records on an ongoing basis.

Once selected, each new employee will undergo a comprehensive orientation program, which includes classroom and hands-on instruction in Abbott policies and procedures, local protocols and legal and compliance issues, as well as specialized safety and risk management and disaster training. Employees must renew this training annually.

Subjects that are addressed during orientation and annual training include the following:

- Medicare and Medicaid Compliance
- Medical Documentation
- HIPAA Compliance
- Proper Lifting and Moving Techniques
- Sexual Harassment and Workplace Violence Prevention
- Excellence in Client Service
- OSHA Regulations
- Hazardous Materials Awareness (Illinois Certification for initial 8 hour course is available.)
- Bloodborne/Airborne Pathogens
- Critical Incident Stress Management
- Injury and Illness Prevention

Disease Prevention and Employee Safety

The proposing provider must provide an Employee Vaccination and Testing Program including the offer of hepatitis-B vaccine, influenza and tuberculosis screenings.

The proposing provider must demonstrate a current bloodborne pathogens protocol meeting the requirements set forth by OSHA 29 CFR 1910-1030.

Annual Financial & Monthly Reporting

AMR must provide the following materials/exhibits to the Director of Emergency Management on an annual basis:

- An organizational chart of the company with particular attention paid to local (Franklin County) administration.
- An income statement, for the Franklin County operation.

AMR will provide the Director of Emergency Management with a monthly report concerning financial stability, operations, call volume, and issues and concerns. The report will detail the overall health and wellness of AMR operations in Franklin County.

Insurance Requirements

AMR must provide an certificate of insurance demonstrating current insurance coverage which will be afforded, as an additional insured by specific endorsement for Auto Liability and General Liability coverages to Franklin County that meet the minimum coverage as contained below. All self-insured retainers should be clearly stated on the certificate of insurance:

- Auto Liability: \$1,000,000.00 each occurrence;
- Excess/Umbrella Liability: \$5,000,000.00 each occurrence (such excess coverage will be added to each other coverage required as a separate layer of coverage);
- Professional Liability on a claims-made basis: \$1,000,000.00 each occurrence; \$3,000,000.00 general aggregate.
- Commercial General Liability: \$1,000,000.00 per occurrence, Fire legal \$100,000.00, Personal and Advertising Injury \$1,000,000, Products \$1,000,000, \$2,000,000 general aggregate.
- Workers Compensation: \$1,000,000 per occurrence to include single limit employer liability coverage;
- Directors and Officers Liability: \$1,000,000 per occurrence.

Community Outreach & Education

AMR will provide community outreach and education to Franklin County's citizens and public safety personnel including but not limited to hands only CPR, Stop the Bleed, and additional continuing education classes.

AMR will participate in Franklin County's established public education programs.