

## AMBULANCE SERVICE AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of September 2021 by and between Lawrence County, a political subdivision of the State of South Dakota, (the “County”), and the City of Sturgis Ambulance Service, (the “Contractor”).

WITNESSETH:

WHEREAS County desires to retain the services of a competent and qualified ambulance service to provide for the ambulance needs of any person residing within Lawrence County Boulder Canyon area as shown in Exhibit A.

WHEREAS Contractor is willing to provide such service to residents of Lawrence County residing within the area shown in Exhibit A at no cost to the County other than the amount provided for this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement is from January 1, 2022, to December 31, 2022, regardless of the date of the signatures by the parties unless earlier terminated.
2. **COMPENSATION:** County agrees to pay Contractor the sum of \$1,208.00 per year for the services rendered.
3. **WARRANTY:** Contractor warrants that it and its employees have obtained and will maintain during the term of this Agreement all certifications, licenses, or permits required from any state or federal agency empowered with authority to regulate ambulance services within this state.
4. **EQUIPMENT:** Contractor will provide its own equipment, including ambulances, unless expressly otherwise agreed by the parties.
5. **SERVICES:** Contractor will provide ambulance service, including medical care customarily associated with ambulance services, to indigent residents of Lawrence County as determined by the Lawrence County Board of County Commissioners, regardless of whether such determination is made before or after the date of service. Service to indigent persons will be without additional cost to County except as agreed to herein.

6. **INDEPENDENT CONTRACTOR:** The parties agree that the relationship of Contractor and its employees to the County is that of independent contractor and not that of department or employee. No statement contained in the Agreement shall be construed to find Contractor's employees of the County, and Contractor's employees shall not be entitled to any of the rights, privileges, or benefits of County employees except as stated herein.
7. **INSURANCE:** Contractor agrees to procure general liability insurance coverage covering its activities under the terms of this Agreement.
8. **HOLD HARMLESS:** Contractor agrees to hold harmless, indemnify, and defend the County, its commissioners, officers, employees and agents against all claims, losses, damages, or lawsuits for damages, arising from, allegedly from, or related to the services provided by the Contractor.
9. **DISCRIMINATION:** Contractor agrees not to discriminate against any qualified person in the provision of service hereunder based on race, religion, creed, sex, or national origin.
10. **SUB-CONTRACTS:** Contractor shall not enter into sub-contracts for any of the services to be performed hereunder by it without the prior written consent of County.
11. **ENTIRE AGREEMENT:** The parties agreed that this is the entire agreement between the parties and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter as well as any prior agreement between Contractor and the County relating to the subject matter hereof.
12. **REQUIREMENT OF WRITING:** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement must be in writing and signed by the parties.
13. **EARLY TERMINATION:** This agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice delivered by mail or in person.
14. **FEDERAL SOCIAL SECURITY ACT:** To the extent required by the Federal Social Security Act and 42 USC Section 139 5(x)(v)(i)(I):
  - A. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, County shall make available upon written request, to the Secretary of Health and Human Services, or upon request, to the Comptroller General or any of their duly authorized representatives, this Agreement, books, documents, and records of County that are necessary to certify the nature and extent of the costs claims to Medicare with respect to the services provided under this Agreement.

B. If County carries out any of the duties of this Agreement, with a value or cost of \$10,000 or more over a twelve (12) month period, with a related organization until the expiration of four (4) years after furnishing of such services pursuant to such subcontract, books, documents, and records of such related organizations that are necessary to verify the nature and extent of the cost claimed to Medicare with respect to the services provided under this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hand this \_\_\_\_ day of \_\_\_\_\_, 2021.

LAWRENCE COUNTY:

By: \_\_\_\_\_

Its: Chairman, Lawrence County Commission

ATTEST

\_\_\_\_\_  
Auditor

(S E A L)

CITY OF STURGIS AMBULANCE SERVICE

By: \_\_\_\_\_

Its: \_\_\_\_\_