

## AMBULANCE AGREEMENT

This Agreement made and entered into this 1 day of January, 2022 by and between Lawrence County, a political subdivision of the State of South Dakota, hereinafter referred to as "County" and Spearfish Ambulance, hereinafter referred to as "Contractor".

### WITNESSETH:

WHEREAS, County desires to retain the services of a competent and qualified ambulance service to provide for the ambulance needs of indigent persons residing within Lawrence County and prisoners from the Lawrence County jail.

WHEREAS, Contractor is willing to provide such service to indigent residents of Lawrence County and prisoners from the Lawrence County Jail at no cost to the County other than the amount provided for herein.

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

1) **TERM:** The term of this Agreement is from January 1, 2022 to December 31, 2022, the date of the signatures by the parties notwithstanding, and unless earlier terminated as provided herein.

2) **COMPENSATION:** County agrees to pay Contractor the sum of \$5,225.00 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 any and all certifications, licenses, or permits of whatever nature that may be required from any state or federal agency empowered with authority to regulate ambulance services within this state.

4) **EQUIPMENT:** Contractor shall provide all of its own equipment, including ambulances, in providing all services hereunder, unless expressly agreed by the parties.

5) **SERVICES:** Contractor shall provide ambulance service, including proper medical care customarily associated with ambulance services, to prisoners from the Lawrence County Jail and residents of Lawrence County determined by the Lawrence County Board of County Commissioners to be indigent, irrespective of whether such determination is made before or after

the receipt of such service. Such service to such persons shall be without additional cost to the County except as expressly agreed to herein.

6) **INDEPENDENT CONTRACTOR:** It is expressly agreed by the parties that all items, and for all purposes within the scope of this Agreement, the relationship of Contractor and its employees to County is that of independent contractor and not that of department or employee. No statement contained in this Agreement shall be construed so as to find Contractor's employees as 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 otherwise stated herein.

7) **INSURANCE:** Contractor agrees to take all actions necessary to procure general liability insurance coverage covering its activities under the terms of this Agreement.

8) **SAVE AND HOLD HARMLESS:** Contractor agrees to hold harmless, indemnify, and defend the County, its commissioners, officers, employees and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to provisions of services hereunder by Contractor.

9) **DISCRIMINATION:** Contractor agrees not to discriminate against any qualified person in the provision of service hereunder on the basis of 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 the County.

11) **ENTIRE AGREEMENT:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreement presently in effect 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 shall be valid only when reduced to writing and duly signed by the parties.

13) **EARLY TERMINATION:** This Agreement may be terminated by either party at any time, 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 claimed 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, shall cause the related organization to make available, upon written request, to the Secretary of Health and Human Services, or upon written request, to the Comptroller General, or any of their duly authorized representatives, the 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 hands this \_\_\_\_ day of \_\_\_\_\_, 2022.

LAWRENCE COUNTY:

By: \_\_\_\_\_  
Chairman, Lawrence County Commission

ATTEST:

\_\_\_\_\_  
Auditor

(SEAL)

SPEARFISH AMBULANCE

By:  \_\_\_\_\_ Brian Hambek

Its: Executive Director