

AMBULANCE SERVICE CONTRACT

VI. - B. - 1.

THIS AGREEMENT between the Aitkin County Board of Commissioners, Aitkin, Minnesota, hereinafter referred to as the "County" and McGregor Area Ambulance Service, PO Box 100, McGregor, Minnesota, 55760, hereinafter referred to as the "Contractor". The Contractor agrees to furnish ambulance service in Aitkin County, Minnesota, under the following terms and conditions:

1. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area, and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensure.
2. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meet the requirements of Minnesota Statutes.
3. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
4. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
5. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and \$55.00 per no load runs, to a maximum of \$13,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a monthly basis after receiving a monthly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no load run). In addition, the Contractor shall be privileged to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.
6. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
7. The Contractor does further agree that, in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will, at all times during this contract, have and keep in force a liability insurance policy **naming the County as an insured or additional insured** in the amount at least equal to the maximum liability limits set forth in Minnesota Statutes 466.04, subd. 1(a)(3), of at least **\$500,000** bodily injury per occurrence, up to **\$1,500,000.00** per accident and \$50,000.00 property damage and agrees to provide a certificate of insurance or other document demonstrating that such insurance has been procured to the County.

8. Contractor shall also procure motor vehicle insurance and worker's compensation insurance as required under applicable Minnesota laws and agrees to provide certificates of insurance or other documents demonstrating that such insurance has been procured.
9. The term of the contract shall be for a period of twelve (12) months, commencing not later than January 1, 2014, and terminating December 31, 2014.
10. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
11. The Contractor agrees to comply in all requests with the requirements of the State of Federal laws or City Ordinances which may be applicable hereto in the operation of its ambulance service.
12. Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
13. All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
14. That said McGregor Volunteer Ambulance Service shall submit to the County of Aitkin, an annual complete itemized financial statement detailing the ambulance activities, by February 1, 2015. Document shall be mailed to:

TOM BURKE, DIRECTOR
 AITKIN COUNTY HEALTH & HUMAN SERVICES
 204 1st STREET N.W.
 AITKIN, MN 56431

 Tom Burke, Director of ACH&HS

 Date

 Chairperson – Aitkin County Board of Commissioners

 Date

 Contractor and Title

 Date

Printed Name of Contractor signing this document

Approved as to form and execution:

 Aitkin County Attorney

 Date

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 Revised 12/4/2013