

RESOLUTION NO. 39-1995

Offered by Mr. Kostandaras

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH THE OHIO TURNPIKE COMMISSION

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Ohio Turnpike Commission, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: August 1, 1995

Patricia S. Healey
President of Council

[Signature]
Mayor

Dated: 8/8/95

ATTEST:

[Signature]
Clerk of Council

AMBULANCE SERVICES AGREEMENT

This is an Agreement entered into for services which may be rendered thereafter, by and between the **OHIO TURNPIKE COMMISSION**, located at 682 Prospect Street, Berea, Ohio 44017, hereinafter referred to as the "Commission", and the **VILLAGE OF RICHFIELD**, with its office located at 4410 West Streetsboro, Richfield, Ohio 44286, hereinafter referred to as the "Contractor."

The Commission desires to contract with the Contractor to designate it as the prime contractor to provide emergency ambulance services for the area between **Milepost 170.5 to Milepost 180.3** on the Ohio Turnpike. The Contractor wishes to provide emergency ambulance service to the Turnpike.

The parties, therefore, in consideration of their respective promises, agree as follows:

(1) The Contractor agrees to furnish such ambulance services as required by the Commission and which is directly requested by the Commission, Commission employees, or Commission-designated representatives, including the Commission Radio Room and the Ohio State Highway Patrol.

(2) The Contractor shall charge and invoice the individual(s) (patron) directly for any and all ambulance services rendered to that person.

(3) The Commission agrees to pay, if not paid by patron, for each ambulance called to the Turnpike regardless of the number of individuals (patrons) transported by that ambulance to the nearest medical facility. In no event shall the Contractor be restricted to transporting the patron(s) to the nearest medical facility. The patron and/or patron's agent is free to direct the Contractor to any medical facility, subject to the patron(s) immediate needs and local medical protocols. The intent and meaning of this section is to specify the type of outstanding ambulance service which the Contractor may charge the Commission. The Commission does not agree to pay for emergency supplies, waiting time at the scene of the emergency, or other services which might be

required by the patron, since those costs will be billed to the patron by the ambulance service.

(4) The rate of compensation to be paid to the Contractor during the terms of this agreement shall be as follows:

- (i) \$700.00 - Initial Retainer Fee to be paid by the Commission upon commencement of this contract. Said Retainer Fee shall entitle the Commission to receive credit for up to and including four (4) ambulance service responses provided by the Contractor.
- (ii) \$175.00 - During the term of this agreement, if the number of Responses exceed four (4), then the Commission shall pay the Contractor at the rate of \$175.00 per Response. A "Response" by the Contractor shall occur when the ambulance enters the Turnpike right of way. The \$175.00 per Response shall become due and payable only after the expiration of ninety (90) days from the date of the patron's failure to pay the Contractor. The Commission requires reimbursement by Contractor no later than thirty (30) days from the date the Contractor receives payment for ambulance service provided to the patron.
- (iii) \$50.00 - Paid to Contractor for every "disregard" which is a call requested by a Commission employee/representative cancelling the ambulance service after dispatch of an ambulance by the Contractor and prior to the commencement of any such service.

(5) The Commission reserves the right to contract with additional Emergency Medical Providers and/or back-up Emergency Medical Providers for the sections of the Turnpike subject to this agreement. Contractor shall be the primary provider and additional or back-up providers shall be used at the discretion of the Commission.

(6) A Report of Emergency Medical Service shall be fully completed after every emergency call. These Reports shall be submitted to the Commission on a monthly basis. The Reports shall be submitted to the Director of Patron Services of the Ohio Turnpike Commission. A copy of said report is attached as Exhibit "A".

(7) The Contractor shall act in good faith in giving accurate information to Commission representatives or employees including, but not limited to, estimated times of arrival to emergency scene.

(8) The Contractor shall keep accurate and complete financial accounts, records and documentation pertaining to the ambulance service provided to the Commission. The Contractor shall make said accounts, records and documentation available to the Commission for review upon the Commission's written request.

(9) The Contractor, if applicable, agrees to follow and faithfully abide by all rules and regulations enacted by the State of Ohio and set out in the Laws and Rules Governing the Certificate and Licensure of Private Ambulances in Ohio. (Amended House Bill 319 of the 118th General Assembly on July 2, 1992.) The Contractor also agrees to abide by any revisions and/or changes the State of Ohio or any other agency governing ambulance procedure enacts during the terms of this agreement.

(10) **Commission Indemnification.** The Contractor shall defend, indemnify and save harmless the Commission, its members and employees against and from all claims, suits, and costs of every kind and description, and from all liability from damages to which the Commission or any of its members or employees may be subjected by reason of injury to the person or property of any persons whomsoever resulting from the Contractor's performance of the ambulance service. Nothing herein contained shall require the Contractor to reimburse the Commission for acts or omissions caused by the sole negligence of the Commission.

(11) **Insurance.** The Contractor shall carry automobile and public liability insurance in an amount not less than \$1,000,000 for injuries, including those resulting in death, to any one person, and in an amount of not less than \$1,500,000 on account of any one accident. In addition, Contractor shall carry property damage insurance in

the amount of \$250,000. In addition, the Contractor shall carry Workers' Compensation coverage in compliance with the laws of the State of Ohio. The Commission shall be named as an additional insured under such policies and a certificate of insurance showing such coverage shall be forwarded to the Commission. Such policies shall not contain a provision which eliminates coverage for damages arising out of the negligence of the additional insured. The certificate shall provide that the Commission shall receive a thirty (30) day notice of cancellation of the policy. Upon request by the Commission, the Contractor shall provide certificates of insurance and a copy of a current Certificate of Workers' Compensation Premium Payment.

(12) Either party shall have the right to terminate this agreement upon giving the other party thirty (30) days notice, in writing, of its intention to so terminate.

OHIO TURNPIKE COMMISSION

By _____
Allan V. Johnson
Executive Director

APPROVED:

Commission Counsel

Effective Date: _____

VILLAGE OF RICHFIELD

By: _____

Dated: _____

OHIO TURNPIKE COMMISSION
REPORT OF EMERGENCY MEDICAL SERVICE

Emergency Medical Service _____

Date of Call _____ Time Received _____

Call Received From Berea Admn. Building _____ Other _____

Location Of Emergency: MP _____ Traffic Lane: Westbound _____ Eastbound _____

Mileage For Billing Purposes _____ Entered Turnpike _____
(Odometer Readings) (Toll Plaza/Maint. Access/Service Plaza)

On Return To Base _____ Left Turnpike Via _____
At Hospital _____ (Toll Plaza/Maint. Access/Service Plaza)

On Departing Base _____ Arrived _____
(Hospital Name and Location)

TOTAL MILES _____ Time _____

PATIENTS

(NAME) (ADDRESS)

(NAME) (ADDRESS)

Name Of EMS Driver _____ EMS Attendant _____

NOTICE TO EMERGENCY MEDICAL SERVICE OPERATOR:

You must list below any charge for extra services which will be billed directly to the patient by your company.

Amount Billed To Commission \$ _____ Amount Billed To Patient \$ _____

Billed Workers' Compensation \$ _____ Billed To Medicare/Medicaid \$ _____

Invoice Number _____ Date Bill Rendered _____

(DATE) (SIGNATURE)

Note: Use separate Report of Emergency Medical Service for each trip. Forward original to Director of Patron Services, Ohio Turnpike Commission, 682 Prospect Street, Berea, Ohio 44017, within fifteen days after providing service.