

JUN 28 2021

Christie Simmons
COUNTY CLERK AND RECORDER
JEFFERSON COUNTY ILLINOIS

Contract to Provide Emergency Ambulance Service

1. **Contract Identification.**

Governmental Entity: Jefferson County Illinois, acting pursuant to the Provisions of 55 ILCS 5/5-1053.

Subject: Emergency Ambulance Services to or from points within and without Jefferson County.

2. **Parties.** The County of Jefferson In the State of Illinois (County) , and the following named Contractor mutually agree and promise as follows:

Contractor: **Litton Ambulance Service**

3. **Term.** The effective date of this contract is 12:00 a.m. on August 1, 2021. The contract terminates at 12:00 midnight on July 31, 2024 unless sooner terminated as provided elsewhere herein.
4. **Payments.** The Contractor operates a fee-based enterprise and the parties contemplate no monies or other capital consideration as the consideration for this agreement. The Contractor acknowledges that the grant of the franchise hereunder and that granted pursuant to the other ordinances and resolutions of Jefferson County are good and adequate consideration in support hereof.
5. **County's Obligations.** County shall agree for the provisions of 55 ILCS 5/5-1053, for the provision and operation of an ambulance service and shall fix fees from time to time not exceeding the reasonable cost of the service and will establish other regulations not inconsistent with the statutes or regulations of the Illinois Department of Public Health.
6. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the "Proposal for Service" attached hereto which is incorporated herein by reference, and shall be subject to all the terms and conditions contained or incorporated herein. Contractor will provide, upon request of the County, any performance data or records of its compliance with state and federal law and regulation, which is not otherwise specified herein but which may be required from time to time to facilitate the County's performance review of the contractor's compliance with the terms hereof and with the Contractor's compliance with state and federal law and regulation.

Contractor will provide proof of insurance from time to time as its insurance is acquired or renewed or when specifically requested by the county, but at a minimum will provide proof of

insurance within the first ten (10) calendar days of each January and within the first ten (10) calendar days each July.

7. **Mutual Obligations.** Both County and Contractor agree to take appropriate steps to maintain confidentiality of patient data and to comply fully with requirements of State and federal law, including the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as applicable.
8. **Legal Authority.** This Contract is entered into under and subject to the following legal authority: Chapter 55 of the Illinois Compiled Statutes Article 5, Section 5, and Paragraph 1053 (55 ILCS 5/5-1053).
9. **Special Conditions.**
 - A. The Contractor's performance of the delivery of emergency services shall be reviewed following each six (6) months of performance after the execution of this agreement and if, in the sole judgment of the County, the performance of the Contractor is, for any reason deemed inadequate to serve the needs of the County and its residents, the contract herein may be terminated with ninety (90) days written notice to the contractor. Said notice shall advise the contractor of majority action of the Jefferson County Board, taken at a regular or special meeting at which the Contractor has had an opportunity to address the Board, and shall be delivered to the Contractor's ordinary place of business by certified mail. Within that time period or later the County may solicit contractual proposals from other emergency service providers. Nothing herein shall limit or prevent the Contractor herein from submitting a proposal for service during that period and it shall be solely within the judgment of the County whether any new proposal adequately addresses any reasons that resulted in the early termination of this agreement.

Should the Contractor be in any material breach of this agreement, this contract is subject to termination with thirty (30) days written notice to the Contractor in the manner provided above. Said notice shall include specifications of the manner and circumstances of the breach of the agreement.

A material breach shall include, but is not limited to, one or more of the following:

- (1) A failure of the contractor to operate the ambulance service system in a manner which enables County and Contractor to remain in substantial compliance with the requirements of the applicable Federal, State and County laws, rules and regulations.
- (2) Falsification of information or records or data supplied to the contractor to the County including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data or falsification of any other data required under this Contract.
- (3) Failure to maintain equipment in accordance with good maintenance practices.

- (4) Failure to maintain data reporting obligations in a timely manner.
- (5) Failure to maintain the licensing and certification requirements of the service, its equipment and personnel as elsewhere recited herein.
- (6) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.
- (7) Failure of Contractor to provide and maintain the required insurance and performance security bond, if applicable.
- (8) A failure of the Contractor to perform according to the terms of the most recent proposal for service which the contractor has submitted to the Jefferson County Board and the proposal of the Contractor is incorporated herein by reference as though fully set forth and its obligations are agreed by the parties to be binding as additional terms of this agreement.

In the event of an **emergency** situation or any situation in which the Contractor, for any reason, is unable to perform the adequate delivery of ambulance services or for any reason is prevented from adequate performance and in the sole judgment of the County the public health and safety are endangered the County shall give notice to the ambulance service and a reasonable opportunity to correct the service non-performance or deficiency. If the Jefferson County Board finds that a breach of this agreement has occurred and that health and safety would be endangered by allowing the contractor to continue providing services, Contractor shall cooperate fully with the County to effect the turnover of services to the County or some other provider, as the County may determine and direct. In such a case, the contract is subject to immediate emergency cancellation and the County may enter a substitute provider contract as soon as seventy-two (72) hours after the determination of emergency notice of cancellation by the Jefferson County Board and with notice having been given forthwith to the Contractor by registered United States Mail.

10. **Signatures.** These signatures attest the parties' agreement hereto.
11. **Proposal.** The proposal of **Litton Ambulance Service** dated **May 21, 2021** and incorporated herein by reference as "Exhibit A" is made a part and term of this agreement as though fully set forth.
12. **Jefferson County Board,** by the authority of a resolution enacted after correct agenda notice and upon a motion and seconded and a majority vote of the quorum of members present at the regular meeting on **June 28, 2021**

BY: 
Chairman, Jefferson County Board

Date: 6/28/21

ATTEST:

Cristie Simmons

Date: June 28, 2021

Jefferson County Clerk & Recorder

Contractor:

[Handwritten Signature]

Date: 7/2/2021

Date: _____

APPROVED AMENDED
BY COUNTY BOARD ON

JUN 28 2021

Cristie Simmons
COUNTY CLERK AND RECORDER
JEFFERSON COUNTY ILLINOIS

EXHIBIT A

Litton Ambulance Service, Inc. made this proposal on May 21, 2021 for Jefferson County.

- **Litton Ambulance Service Inc. proposes to perform the following services for Jefferson County:**
 - **Provide 24-hour seven-day-a-week emergency ambulance service to any resident of Jefferson County regardless of need, time of day, or mode of payment.**
 - **Provide non-emergency ambulance transportation from local hospital to outlying hospitals for higher level of care.**

- **Litton Ambulance Service, Inc. proposes to house, staff, and equip seven ambulances as follows:**
 - **Six Advance Life Support units and one Basic Life Support unit, all located in Jefferson County.**
 - **One EMT-B and one Paramedic for each ALS unit scheduled.**
 - **Advance Life Support equipment on each ALS unit**
 - **Two EMT-B's on each BLS unit scheduled.**
 - **Basic Life Support equipment on each BLS unit**
 - **Radio's frequencies including 155.220, 155.2650, 155.2200, and 155.340**

- **Litton Ambulance Service, Inc. agrees to always keep two scheduled units inside Jefferson County.**

- **Litton Ambulance Service, Inc. expects the level of care provided and billed for these calls will be as follows:**
 - **45% BLS Emergency**
 - **55% ALS Emergency**

- **Litton Ambulance Service, Inc. will retain on file all emergency personnel licenses, certification, and accreditations. Copies of these will be provided to the Jefferson County Board upon request.**
- **Litton Ambulance Service, Inc. provide Worker's Compensation insurance for all its employees.**
- **Litton Ambulance Service, Inc. provides malpractice insurance and comprehensive liability insurance, each with minimum combined single limit coverage as specified in Illinois State Statutes.**

- Litton Ambulance Service, Inc. is inspected by the Illinois Department of Public Health and the Good Samaritan EMS system on a yearly basis. Illinois Department of Transportation inspections are completed twice yearly. Copies of documents are filed with the County Clerk Office and can be provided to Jefferson County Board.
- Litton Ambulance Service, Inc. enforces equal employment opportunity and assures employees maintain professional conduct and appearance.
- Litton Ambulance Service, Inc. responds to calls from the Jefferson County 911 system, Mt. Vernon City 911 system, Hospitals, Skilled Care Centers, Nursing Homes, Medical Alert Providers, and Private Callers.
- Litton Ambulance Service, Inc. will maintain a recorded phone system.
- Litton Ambulance Service, Inc. maintains mutual aid agreements with ambulance services in the surrounding area. Mutual aid is and will be called during times of excess call volume or disaster.
- Jefferson County based ambulances will be called for mutual aid unless the call is nearer a neighboring county.
- Litton Ambulance Service, Inc. will let city\county telecommunicators know when mutual aid will be responding.

APPROVED AMENDED
BY COUNTY BOARD ON

JUN 28 2021

Annie Simmons
COUNTY CLERK AND RECORDER
JEFFERSON COUNTY ILLINOIS