

AMBULANCE VEHICLE USE AGREEMENT

THIS AMBULANCE VEHICLE USE AGREEMENT ("Agreement") is entered into this [] day of [], by and between the Jefferson County Commission ("JCC"), the Jefferson County Emergency Services Agency (JCESA), and the Shepherdstown Fire Department, Inc ("SFD"). JCC, JCESA, and SFD may hereinafter be referred to individually as a "party" or collectively as the "parties."

WHEREAS, SFD desires to continue 9-1-1 EMS services, and;

WHEREAS, SFD desires to provide ambulance transportation services for the transfer of patients to a facility of higher care, and;

WHEREAS, SFD desires to provide ambulance event support services for the local community on an as-needed, as-requested basis, and;

WHEREAS, JCC has directed to solely collect all revenues generated from EMS transports, and;

WHEREAS, the JCC has directed that all Ambulances used for the transport of patients shall be County-Owned;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, it is hereby mutually acknowledged that the SFD and JCC enter into this Agreement for the shared use of Ambulance 3-1 (formerly), and now called "1131".

ARTICLE I RESPONSIBILITIES

1.1. Authority to provide EMS. SFD is hereby designated as an emergency EMS provider and remains an integral part of the Jefferson County Emergency 911 system. SFD agrees to provide EMS Services to patients of Jefferson County, in alignment with policy, procedure and guidelines of the Jefferson County Emergency Services Agency (JCESA), County Medical Director (MD), and the West Virginia Office of EMS (WVOEMS).

1.2. Services to Provide. SFD shall provide all services hereunder on an as-needed, as-available basis:

- a. Emergency Response and Transports. SFD shall primarily respond to EMS calls in a rapid response role. However, In the event of an emergency incident (the nature of fire or EMS) where the shared ambulance is reasonably closer, similar in response time, or otherwise needed, the SFD may use the shared unit to respond as a dully licensed transport unit, and when needed conduct the transport in accordance with WVOEMS Protocol.

- b. Scheduled Transports. In the, albeit rare, event of a specific request for a transport (e.g. interfacility), the SFD shall be authorized to utilize the shared ambulance to conduct such a transport.
- c. Events. SFD will utilize the shared ambulance for the delivery of EMS services at special events. Such events shall include, but are not limited to, collegiate athletics, high school athletics, fair ground events, marathons/5ks, organizational events, etc.
 - i. While SFD is willing to support such events with partially or fully dedicated EMS support, the JCC will provide EMS services to requested events under such circumstances that SFD cannot provide services for any given reason.
 - ii. In such time as a transport is conducted from a special event, the transport billing shall be solely the responsibility of the JCC.
 - iii. In the event of a momentary donation to the SFD by event organizers, the JCC and JCESA waive all claims to said moneys.

1.3. Certifications and Licenses. SFD shall maintain all personnel certifications and licenses applicable to the level of WVOEMS licensure held by the SFD. JCC shall maintain all licenses required by state in connection with owning and operating the transport unit. SFD employees holding state certification to the level of EMT-B, or greater, shall be dual-rostered on both SFD and JCESA rosters.

1.4. Qualifications of Personnel. All personnel employed by SFD in connection with the furnishing of EMS Services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. SFD agrees to furnish reasonable proof of such qualifications to JCESA upon request.

1.5. Insurance. SFD shall maintain, at its own cost and expense, professional liability insurance and comprehensive general liability insurance in such amounts as may be required by applicable law. JCC shall maintain, at its own cost and expense, professional liability insurance, comprehensive general liability insurance, and applicable vehicle insurance in such amounts as may be required by applicable law. Parties shall show satisfactory evidence of such insurance upon request.

1.6. Competing Documentation. Nothing in this agreement shall modify other agreements (i.e., Lease Agreement, MOU, etc.) duly signed by both parties. In the event of dispute within documentation, the JCC, JCESA, and SFD shall work and collaborate together to determine a reasonable solution.

1.7. Equipment and Supplies. To the extent any JCC equipment is used in connection with the execution of services, SFD agrees to assume reasonable responsibility for such equipment during the service execution. JCC agrees to maintain all equipment and supplies on the shared ambulance in fully functional order, and in compliance with WVOEMS regulations. Notwithstanding anything in this Agreement to the contrary, SFD shall not be liable to JCC for damage to or destruction of such equipment, unless such damage or destruction is the result of gross negligence or willful misconduct on the part of SFD. JCC shall be solely responsible for the

procurement of EMS Supplies, and any/all supplies used by SFD in response to emergency incidents shall be replaced at no cost to SFD.

1.9. Level of Care. JCC shall maintain the licensure of the shared ambulance at the level of "ALS Transport." SFD providers shall provide care to the level of their certification. (e.g. EMT-B, Advanced EMT, Paramedic, etc.).

1.10. Ambulance Designation and Lettering. The shared ambulance shall be designated call sign 1131, at the sole discretion of the JCC or JCESA. The lettering of the shared ambulance shall represent both Parties, with only such JCC/JCESA lettering as required by WVOEMS policy, and agreed upon by SFD.

ARTICLE II SERVICE PROVISION

2.1. Transporter Notification. When SFD has ambulance staff on duty and available for calls, SFD shall notify 911 to place the unit "in service" and subject to dispatch as a second call unit. When SFD staff are unavailable, SFD shall notify 911 of the lack of availability. Lack of dispatch does not prohibit the unit from responding. JCC and JCESA, in conjunction with Jefferson County Emergency Communication Center (ECC) shall identify procedures to notify SFD Rapid Response responders of emergency incidents in Jefferson County, especially when the shared ambulance may be necessary or the next reasonably closest ambulance.

2.2. Payment. SFD waives all claims for transport revenues.

2.3. Representation of SFD. The SFD shall maintain an officer corps associated with the management and oversight of EMS. The EMS Chief (or in the absence of such a position, the Fire Chief), as elected by the members of the SFD, shall be the primary point of contact for all EMS related matters by and between the JCC, JCESA, and SFD.

2.4. Rights of Patients to Transportation Services. SFD agrees that it shall not discriminate in the provision of EMS Services on the basis of a patient's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis, including, without limitation, the filing by a person of any complaint, grievance, or legal action against SFD, JCC, JCESA, or any payor.

2.5. Transfer Shared Unit to First Due. JCC agrees the shared ambulance shall not be included in a rotation of ambulances and shall remain stationed at Station 3. As the need arises for mechanical or other out-of-service related impacts to the primary JCC response unit at Station 3, the JCESA employees may run the shared unit as first due from Station 3, with appropriate notification to SFD leadership when time permits.

ARTICLE III TERM AND TERMINATION

3.1. Term. The term of this Agreement (the “Term”) shall commence on the date hereof and shall continue in full force and effect until the 31st of December, each calendar year, unless terminated in accordance with Section 3.3.

3.2. Renewal. Provided this Agreement has not otherwise been terminated pursuant to Section 3.3 below, the Term shall automatically be extended for successive one (1) year periods.

3.3. Termination. This Agreement may be terminated by either party in which a notice must be delivered no less than 120 days prior to the proposed termination date. The JCC reserves the right to discontinue this use agreement and declare it null and void if the Commission chooses not to purchase Ambulance 3-1 from the SFD, or if the SFD does not sell Ambulance 3-1 to the JCC.

ARTICLE IV CONFIDENTIALITY; RECORDS; HIPAA

4.1. Patient Records. SFD shall conduct all records associated with the transport of a patient in the JCESA managed System of Record (e.g. ESO EHR). JCC shall retain all patient records and other documentation in accordance with state law, including, without limitation, the mandatory record retention periods under Medicare and Medicaid. Upon request, JCC agrees to provide SFD such patient records and other documentation as reasonably needed or requested for patients treated by SFD. JCESA shall be responsible for the management and applicable response to FOIA requests, and documents relevant to legal proceedings.

4.2. HIPAA Requirements. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d et. seq. (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations set forth in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, 162, and state privacy law, as codified together with all regulations promulgated thereunder, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §1320d), except as permitted by the HIPAA Requirements. SFD and JCC acknowledge and agree that 45 C.F.R. §164.506(c)(3) expressly permits the sharing of Protected Health Information between covered entities in connection with the activities in this Agreement.

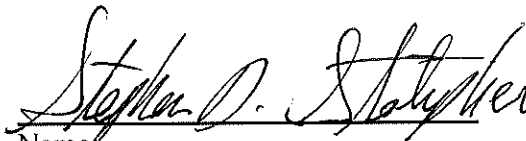
**ARTICLE VI
INDEMNIFICATION**

5.1. Indemnification by SFD. SFD hereby agrees to indemnify, defend, and hold harmless JCC, JCESA, its officers, directors, employees, agents, subsidiaries, and/or affiliates from and against any and all claims, actions, liabilities, damages, losses and expenses, including reasonable attorney's fees and disbursements (collectively "Losses") incurred, suffered, or threatened relating to, arising out of, or in connection with: (i) the willful misconduct or the negligent acts or omission of SFD and (ii) SFD's performance of its obligations under this Agreement.

5.2. Indemnification by JCC. JCC hereby agrees to indemnify, defend, and hold harmless SFD, its officers, directors, employees, agents, subsidiaries, and/or affiliates from and against any Losses incurred, suffered or threatened relating to, arising out of or in connection with: (i) the willful misconduct or the negligent acts or omission of JCC and (ii) JCC's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

Jefferson County Commission:



Name:

Title:

Shepherdstown Fire Department, Inc.:



Name: Marshall Donahut

Title: EMS Chief 9/27/2023