

**SUPERVISING HOSPITAL AGREEMENT
FOR MEDICAL TRANSPORTATION SERVICE PROVIDER**

THIS SUPERVISING HOSPITAL AGREEMENT (the "Agreement") is entered into and effective this 10 day of October, 2023 (the "Effective Date"), by and between **HANCOCK REGIONAL HOSPITAL** ("Hospital") and the Greenfield Fire Territory ("Provider").

RECITALS:

WHEREAS, Hospital is licensed by the State of Indiana to operate a hospital, including the provision of emergency medical services to patients of Hancock County and its surrounding area at its twenty-four-hour emergency department ("Department");

WHEREAS, Hospital is certified by the Indiana Emergency Medical Services Commission (the "EMS Commission") as a supervising hospital with respect to provider organizations in providing advanced life support services ("ALS Services");

WHEREAS, Provider is an emergency ambulance service that provides ALS Services in Hancock County and its surrounding area, and has been certified by the EMS Commission to provide such services;

WHEREAS, Provider, in connection with its services hereunder, owns and operates Three ambulance(s) ("Ambulances") staffed by emergency medical technicians ("EMTs"), advanced EMTs, or paramedics;

WHEREAS, Hospital desires to act as a Supervising Hospital for Provider and Provider desires to be sponsored by Hospital, within the meaning of and in accordance with the Indiana EMS Act, IC 16-31-1 *et seq.*, and the regulations promulgated by the EMS Commission, 836 IAC 1-1-1 *et seq.*;

WHEREAS, the parties hereto desire to formalize this relationship pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

**ARTICLE I
HOSPITAL'S OBLIGATIONS**

1.1 Continuing Education. Hospital shall designate an EMS Medical Director, as defined herein, to oversee all duties of Provider in accordance with Indiana code. Hospital will assist EMS Medical Director in the development and presentation of continuing education lectures, critiques, skills proficiency training and examinations, teaching sessions and similar efforts to ensure that Provider's staff maintains compliance with the continuing education

requirements established under Indiana law. Notwithstanding the foregoing, Provider is solely responsible for monitoring Provider's staff's satisfaction of and compliance with such continuing education requirements. In addition, Hospital agrees to review and approve the in-service of Provider's certified paramedics, where appropriate.

1.2 Medical Control and Direction / Medical Control Committee. Hospital shall, in cooperation with Provider, establish a committee ("Medical Control Committee") to audit and review medical procedures performed by Provider's ALS Services and other clinical personnel, and to establish policies for medical direction and control. The membership of the Medical Control Committee shall include the EMS Medical Director, Department's supervisory personnel, Provider's supervisory personnel, Provider's EMS educator, and Provider's ALS Services personnel of appropriate level.

1.3 Audit and Review. Hospital shall establish a process for the audit and review of medical procedures performed by Provider's clinical personnel. The Medical Control Committee shall conduct the audit and review to ensure an appropriate level of compliance with medical protocols and appropriate level of skill in the performance of medical techniques by Provider's clinical personnel. The Medical Control Committee shall review the results of the audit with Provider's clinical personnel. In addition, Hospital agrees to assist Provider in the evaluation of its ALS Services through concurrent review and medical and process audit, including evaluating individual performance of Provider's clinical personnel.

1.4 Medications and Supplies. Hospital may be a source for the replacement of medications, intravenous fluids and other items utilized by Provider's personnel in the provision of ALS Services. Hospital shall bill Provider for all such supplies on terms consistent with fair market value. In addition, Hospital agrees to give Provider direction and to act as a liaison regarding the replacement of such medications and supplies.

1.5 Provider Personnel Access to Department. Provider's personnel affiliated with the provision of ALS Services shall have the right to function, in accordance with Hospital's policies and procedures, within appropriate Hospital departments, including but not limited to the Department, in order to obtain continuing practice in their clinical skills.

1.6 Voice Communications Systems. Hospital shall provide and maintain a voice communication system between Provider's personnel and the Department. The communications system shall be licensed by the Federal Communications Commission ("FCC"). Hospital shall provide medical supervision via Indiana Hospital Emergency Radio Network ("IHERN").

1.7 Department Designee. Hospital shall designate a physician, authorized in writing by Hospital's medical staff, who is at all times immediately available to supervise the medical procedures performed by Provider's clinical personnel via the voice communication system described in subsection 1.6, above.

1.8 Record Retention. Hospital will maintain records, collect data, audit and review such records monthly according to Indiana law and the procedures established by the Medical Control Committee.

1.9 Application for Supervising Hospital Certification. Hospital will maintain a Supervising Hospital Certification, a copy of which is attached hereto as Exhibit A and incorporated hereby.

ARTICLE II

PROVIDER'S OBLIGATIONS

2.1 ALS Protocols. The EMS Medical Director, in cooperation with the Medical Control Committee, shall develop protocols for automatic defibrillation, airway management, patient-assisted medications, and administration of medications and intravenous fluids as approved by the EMS Commission ("ALS Protocols"). Provider will maintain a current copy of the ALS Protocols on board all Ambulances at all times. Each ALS Protocol must bear the signatures of the appropriate Hospital executive, the EMS Medical Director, and the chief executive officer of Provider. An ALS Protocol may be modified by mutual agreement of Hospital, EMS Medical Director, and the Medical Control Committee. Provider shall furnish Hospital with a copy of any modified or new ALS Protocol prior to its effective date.

2.2 Maintenance of Equipment and Supplies. Provider will maintain in good working order all equipment and supplies required by Provider's ALS Protocols. Provider shall make written record of such maintenance available to the Hospital upon request.

2.3 Maintenance of Ambulances. Provider will maintain in good mechanical order all Ambulances used to transport ALS patients. The Ambulances shall be certified by the EMS Commission. Provider shall furnish to Hospital documentation of the most current such certifications. All Ambulances and related equipment will be acquired and maintained by the Provider. All equipment to be used in the delivery of ALS Services will be subject to review and approval of Hospital.

2.4 Inspections. Provider will make its premises, records, garaging facilities, Ambulances and equipment available for inspection upon request of the Hospital or the EMS Commission as may be permitted under State law.

2.5 Record Retention. Provider will maintain records, collect data, audit and review such records monthly according to Indiana law and the procedures established by the Medical Control Committee.

2.6 Voice Communication Equipment. Provider will equip and maintain all Ambulances with mobile communications equipment that is compatible with the existing IHERN system operated by Hospital. Furthermore, Provider will ensure that all mobile communications equipment is authorized for use according to licensing requirements of the FCC.

2.7 Reporting of Grievances. All grievances received by Hospital and/or Provider from or related to patients treated or transported by Provider will be communicated to the Department's medical director and/or the Hospital's Nursing Director, as well as the Medical Control Committee.

2.8 Training. Each person Provider employs, or with whom Provider contracts, to furnish ALS Services will be responsible for his or her initial basic training, advanced training and maintaining of required continuing education credits. Provider is solely responsible for monitoring Provider's staff's satisfaction of and compliance with such continuing education requirements.

2.9 Provider's Employees. It will be the responsibility of Provider to employ or terminate its employees, independent contractors or agents. However, Provider agrees that, immediately upon written notice from Hospital indicating that an individual does not meet or has not maintained adequate skill levels, Provider will not assign such individual to provide ALS Services until such issue has been resolved by the Medical Control Committee to Hospital's satisfaction.

2.10 Documentation. Provider will complete documentation of all ALS Services using forms as specified by the EMS Commission or the Medical Control Committee.

2.11 Communication While Providing ALS Services. When required by law or ALS Protocol, Provider's personnel shall establish two-way voice communication with Department physician for supervision and direction in the provision of ALS or other services. In the event that such communication with Department physician is lost, Provider personnel shall conform to the applicable ALS Protocols established by the Medical Control Committee and the EMS Medical Director and shall continue attempts to seek direction from Department physician. Department physician may render standing orders designed to enable Provider's personnel to utilize skills during situations when communication with the Department physician cannot be obtained or maintained. Provider's personnel may use such standing orders when conditions described therein permit, and when permitted by applicable ALS Protocols. Instructions furnished to Provider's EMS personnel pursuant to direct communication with Department physician take precedence over standing orders or ALS Protocols.

2.12 Medical Director / Medical Control Policy. Provider shall at all times have a medical director ("EMS Medical Director") who shall be responsible for providing competent medical direction as established by the Medical Control Committee, and for overall supervision of the medical aspects of the Provider. The parties agree that for the term of this Agreement, Hospital shall furnish the services of a physician holding a valid, unlimited license to practice medicine in the State of Indiana to serve as the EMS Medical Director. The EMS Medical Director shall be a physician with active staff privileges at Hospital, with specific privileges in Emergency Medicine. Hospital shall be responsible for the provision of liability and medical malpractice insurance coverage for EMS Medical Director.

ARTICLE III
REPRESENTATIONS, QUALIFICATIONS AND COVENANTS OF PROVIDER

3.1 Provider's Licenses and Certifications. Provider and Provider's personnel providing services to patients pursuant to this Agreement shall have and maintain on a current basis all appropriate licenses, certifications, and other permissions necessary to lawfully provide their services, and shall comply with Provider's policies and procedures including its health standards. Provider shall furnish Hospital with copies of the current certifications referenced herein. Provider shall immediately notify Hospital of failure of Provider or Provider's personnel to maintain such licenses, certifications and/or permissions. Provider agrees that Provider and/or Provider's personnel shall not provide services during any period during which Provider and/or Provider's personnel fail to maintain appropriate licenses, certifications, and other permissions required under this Agreement.

3.2 Qualifications to Participate in Federal and State Healthcare Programs. Provider represents and warrants, upon execution of this Agreement and throughout the term of this Agreement that it has not been, is not, and during the term of the agreement will not be (i) suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, any other federal program for the payment or provision of medical services or any government licensing agency and has not been listed by a federal agency as barred, excluded or otherwise ineligible for federal program participation; and (ii) has never been convicted of a felony or an offense related to health care. Provider shall provide Hospital with prompt written notice if it fails to comply with these requirements. In such an event, Hospital may immediately terminate this Agreement.

3.3 Insurance. During the term hereof and for so long as Provider furnishes services hereunder, Provider, at its sole cost and expense, shall maintain insurance of the following types and with limits of liability, not less than specified below:

- (a) Professional Liability insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate with respect to Provider and its employees, agents, volunteers, students, technicians, staff, and any other individual providing services on behalf of Provider; and
- (b) General Commercial Insurance and Commercial Vehicle Liability, issued by an insurance company licensed to do business in Indiana, of \$500,000 (combined single limit), or such other amount as may be required from time to time by Commission or otherwise under Indiana law.

Provider shall furnish Hospital written proof of such liability insurance coverage prior to the execution of this Agreement.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

Provider's clinical personnel will be under the medical control of the Department's medical director or the Department physician while rendering ALS Services and pursuant to (i) direct communication with such Department physician, or (ii) a standing order from such Department physician. Notwithstanding, neither Hospital (or any of its employees or agents) nor Provider (or any of its employees or agents) shall be deemed to be, and neither shall hold itself out to be, an employee, agent or servant of the other party. Neither Hospital nor Provider shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party or to bind the other party in any manner except as set forth herein.

ARTICLE V
TERM AND TERMINATION

The term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year terms unless either party gives the other party notice of its intent not to renew; provided, however, the parties agree to review the terms and conditions of this Agreement on an annual basis. Hospital may terminate this Agreement for cause upon a default under or breach of a term of this Agreement in the event Provider fails to cure its default or breach within fourteen (14) days after having received written notice of such default or breach. Further, either party may terminate this Agreement without cause upon thirty (30) days written notice of such termination. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination and obligations, promises and covenants contained herein which may be expressly made to extend beyond the term of this Agreement.

ARTICLE VI
RELEASE AND INDEMNIFICATION

6.1 Provider agrees to save, defend, indemnify and hold harmless Hospital, its officers, directors, employees, or agents (collectively "Hospital") from and against any and all manner of claims; demands; causes of action (at law or in equity); costs; damages; expenses, including reasonable attorneys' fees; and judgments that may hereafter be made, asserted or secured by any third person, firm, corporation or entity against Hospital for any injury (physical, mental or emotional), property or other damages or death caused by or in any manner related to (A) any medical procedure, lack of medical procedure, treatment or non-treatment by Provider in connection with or related to the procedures undertaken or performed pursuant to this Agreement that does not arise or result from the negligence of Hospital, or (B) the maintenance or condition of Provider equipment or acts or omissions of Provider that do not arise from the negligence of Hospital.

6.2 Hospital agrees to save, defend, indemnify and hold harmless Provider, its officers, directors, employees, or agents (collectively Provider) from and against any and all manner of claims; demands; causes of action (at law or in equity); costs; damages; expenses,

including reasonable attorneys' fees; and judgments that may hereafter be made, asserted or secured by any third person, firm, corporation or entity against Provider for any injury (physical, mental or emotional), property or other damages or death caused by or in any manner related to (A) any medical procedure, lack of medical procedure, treatment or non-treatment by Hospital in connection with or related to the procedures undertaken or performed pursuant to this Agreement that does not arise or result from the negligence of Provider, or (B) the maintenance or condition of Hospital equipment or acts or omissions of Hospital that does not arise from the negligence of Provider.

6.3 The provisions of this Article VI shall survive any termination, cancellation or lapse of this Agreement.

ARTICLE VII

GENERAL PROVISIONS

7.1 Access to Records. If this Agreement is deemed a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, then Provider agrees to make available to the Comptroller General of the United States, the Clinic of Health and Human Services and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of services provided by Provider. If Provider, upon the approval of Hospital, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

7.2 Assignment. No assignment of this Agreement, of the rights hereunder, or the delegation of the duties hereunder shall be valid without the specific written consent of the parties hereto.

7.3 Compliance with Applicable Law. The parties believe that this Agreement complies with all relevant federal and state laws, regulations, and other applicable authority. No purpose of this Agreement is to induce, require, or reward referrals or business of any kind but to establish a commercially reasonable and fair market value arrangement. Notwithstanding any other provision in this Agreement, if either party believes in good faith that due to an enacted or promulgated law, regulation, rule, or standard, an official interpretation thereof or change of interpretation, or a written allegation by a governmental or accreditation entity or agency, this Agreement (a) poses a material risk of sanction or material adverse change to such party (including without limitation, jeopardy to such party's licensure, certification, accreditation, tax-exempt status, tax-exempt bonds, or participation in or payment under any government health care program) or any of either party's trustees, officers, employees, or agents, or (b) prevents or materially limits referrals from either party's physicians to the other party, or (c) prevents or materially limits either party from billing for such services or receiving payment for such services, then such party shall give written notice to the other party regarding such belief and a proposal to amend the Agreement. The parties shall then make a good faith effort to amend the

Agreement to comply with such laws or regulations or other authority. In the event the parties cannot agree in good faith to an amendment of the Agreement, then the party giving notice shall have the right to terminate the Agreement upon sixty (60) days from the date of the said written notice.

7.4 Compliance Program. Hospital has in place a Corporate Compliance Program ("Program") which has as its goal to ensure that Hospital complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct. Provider acknowledges Hospital's commitment to Program and agrees to use its reasonable efforts to conduct all business transactions which occur pursuant to this Agreement in accordance with the underlying philosophy of Program.

7.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written. This Agreement may only be modified by a written document signed by the parties hereto.

7.6 Governing Law/Interpretation. This Agreement shall be construed pursuant to the laws of the State of Indiana and shall not be construed more strongly against the drafting party. Any suit or action thereon, regardless of when brought, shall be brought in an Indiana court of competent jurisdiction.

7.7 Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

7.8 HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-191) ("HIPAA"). Furthermore, the parties shall promptly amend this Agreement to conform with any new or revised legislation, rules and regulations to which either party is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that both parties are at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

7.9 Non-Discrimination. It is the policy of each party to ensure that all persons are treated without regard to their age, creed, color, height, weight, marital status, national origin, race, religion, gender, sexual preference, liability for service in the armed forces, or any other criterion

established by law, and each party agrees to abide by such policy in the performance of this Agreement.

7.10 Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Provider:

Greenfield Fire Territory
17 W. South St
Greenfield, IN 46140
Attn: Fire Chief

To Hospital:

Hancock Regional Hospital
801 North State Street
Greenfield, IN 46140
Attn:

7.11 Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

7.12 Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.

7.13 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

7.14 Third Party Rights. Except as otherwise expressly stated herein, the parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third-party beneficiaries to this Agreement.

7.15 Confidentiality. During any term of this Agreement and thereafter, Hospital and Provider agree that the terms and conditions of this Agreement shall remain confidential. Neither Hospital nor Provider shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their immediate family, legal and financial advisors, employees and agents, or as may be otherwise required by law or subpoena.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

PROVIDER

Greenfield Fire Territory _____

Name: _____

Printed: Jason Horning _____

Title: Fire Chief _____

HOSPITAL

Hancock Regional Hospital

Name: _____

Printed: _____

Title: _____

EXHIBIT A
SUPERVISING HOSPITAL CERTIFICATION