

# Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

## SERVICE AGREEMENT for Ambulance Services Amendment 2, Renewal

The parties, Mansfield, and Richland Correctional Institution(s) ("Institution/cluster") and City of Mansfield Div. of Fire ("Contractor") entered into a "Service Agreement for Ambulance Services" on December 18, 2020. A copy of the said agreement is attached hereto and is incorporated herein.

The parties hereby mutually agree to extend the operation of the aforesaid "Service Agreement for Ambulance Services", for the period of two years, commencing on July 1, 2023, and ending on June 30, 2025. The parties further clarify that this Ambulance Service is only for emergency transportation; and mutually agree to the increased rates as follow:

- BLS: \$996.73
- ALS: \$1183.63
- ALS 2: \$1713.13
- Mileage: \$21.35

The parties further mutually agree that all terms and conditions of the "Service Agreement for Ambulance Services" are incorporated herein by reference and shall remain in full force and effect for the period covered by this extension of service.

The undersigned persons do declare and state that they have the authority to enter into this Agreement on behalf of the organizations referenced herein.

### CONTRACTOR:

Name: City of Mansfield Division of Fire	OAKS No. 0000102385
Address: 140 E Third Street, Mansfield OH 44902	
Supplier's signature: <i>David L. Femy - Int SSA</i>	Date: 6-6-23

### AGENCY:

If under \$2,500.00) Deputy Director, Administration:	Date:
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(If \$2,500.00 or greater) Director, Ohio Department of Rehabilitation and Correction:	Date:
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Department of  
Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

**SERVICE AGREEMENT for Ambulance Services  
Amendment 1, Renewal**

The parties, Mansfield, and Richland Correctional Institution(s) ("Institution/cluster") and City of Mansfield Div. of Fire ("Contractor") entered into a "Service Agreement for Ambulance Services" on December 18, 2020. A copy of the said agreement is attached hereto and is incorporated herein.

The parties hereby mutually agree to extend the operation of the aforesaid "Service Agreement for Ambulance Services", for the period of two years, commencing on July 1, 2021 and ending on June 30, 2023. The parties further mutually agree that all terms and conditions of the "Service Agreement for Ambulance Services" are incorporated herein by reference and shall remain in full force and effect for the period covered by this extension of service.

The undersigned persons do declare and state that they have the authority to enter into this Agreement on behalf of the organizations referenced herein.

**CONTRACTOR:**

Name: City of Mansfield Division of Fire	OAKS No. 0000102385
Address: 140 E Third Street, Mansfield OH 44902	
Supplier's Signature: 	Date: 7-26-21

**AGENCY:**

(If under \$2,500.00) Deputy Director, Administration:	Date:
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(If \$2,500.00 or greater) Director, Ohio Department of Rehabilitation and Correction:	Date:
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Department of  
Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

**SERVICE AGREEMENT**  
**Ambulance Services**

The Mansfield and Richland Correctional Institutions ("Institution/cluster") and City of Mansfield Div. of Fire ("Contractor"), by their duly authorized and designated representatives, do hereby agree that the Contractor will provide ambulance services to the Institution(s), for the following consideration and under the following conditions. This Agreement only covers services provided to inmates of the institution(s) named above.

1. The term of this Agreement shall commence on December 18, 2020 or upon the date of approval of the Controlling Board, if Controlling Board approval is required, and conclude June 30, 2021.
2. Subject to mutual agreement, the period covered by the ensuing agreement may be extended for two additional two-year terms. The extension will be based upon negotiated rates mutually agreed to by the parties and consistent with guidelines of the Office of Budget and Management.
3. The Independent Contractor will submit proper invoices within ninety days of performance, under this agreement. Late submission may be subject to a five percent withholding of payments. The Independent Contractor shall include on all invoices the proper tax identification or social security number of the Contractor, patient's full name, date of birth, DRC inmate number, date(s) of service, detail of charges including ICD-9, CPT codes, and total cost of services. Contractor shall submit the invoice to: Institution Business Administrator. Each invoice **MUST** have an invoice number in order to process in State of Ohio computer system.
4. This agreement may be terminated prior to its expiration date under one of the following manners:
  - (a) Either party may terminate this Agreement without cause at any time by giving the other party thirty (30) days' advance written notice of termination.
  - (b) Either party may terminate this Agreement with cause for breach of a material term or condition of this Agreement after providing five (5) days advance written notice to the breaching party. Before such notice, the breaching party must be given a reasonable time to cure such breach by written notice setting forth the nature of the breach.

In addition, an Independent Contractor who is terminated for cause may be precluded from being awarded any subsequent agreements for the same or similar service during the biennium covered by this Agreement.

5. Scope of Services – Responsibilities of the Contractor

The Contractor agrees to provide the specified services below and any other emergency medical transport services as part of providing emergency medical transport service. The Contractor agrees to do all of the following:

- (a) The Contractor agrees to provide emergency medical transportation for the inmate population from Mansfield and Richland Correctional Institutions to Med Central Health Systems Inc emergency department and/or The Ohio State University Medical Center or Franklin Medical Center (FMC), Columbus, Ohio. During a riot or disaster situation the Institution(s) may use its discretion to seek additional help beyond the ambulance service's capacity.

- (b) The Contractor must maintain adequate liability insurance and provide proof of certification. Loss of necessary insurance will result in immediate termination of this Agreement.
- (c) The Contractor is responsible for maintaining any and all required professional licensing. It is the Contractor's responsibility to notify the Institution(s), in writing, of any change in the status of required licensing.
- (d) The Contractor must respond to medical emergencies with State Certified personnel.
- (e) The Contractor must maintain accurate run reports and all records or documentation as required by law. Contractor will provide the Institution with a copy of the ER run report.
- (f) During riots or disasters, the Contractor agrees to provide all available vehicles and personnel to assist as requested by the Institution(s). The Contractor agrees to charge agreed upon rates for any transport during such an emergency.
- (g) The Contractor agrees that all rates are inclusive for each transport and that no additional charges will be made for disposable supplies, equipment or special services.
- (h) The Institution(s) agrees that transport of a patient to the local hospital with a later transfer to a second facility constitutes two separate trips and should be charged accordingly.
- (i) The Contractor must ensure that emergency medical transportation is provided within response time of fifteen minutes or less as location allows. This is measured from the time of the initial call into dispatch until the unit marks as being on location, as maintained by the Institution. The Institution(s) will only need to call the Contractor for all inmate medical transportation needs. If at any time the Contractor cannot provide emergency transportation within an acceptable time frame, the Contractor agrees to:
  - Document the information provided as if the Contractor were performing the "emergency" response.
  - Call another ambulance service that can provide the same level of service to respond to the emergency and transport to Med Central Health Systems Inc emergency department and/or The Ohio State University Medical Center or Franklin Medical Center (FMC), Columbus, Ohio.
  - Bill the Institution(s) the amount indicated in this Agreement and pay the agency that performed the service for the Contractor. The Institution(s) will not reimburse any other agency for providing the service, providing the Contractor had the opportunity to run the call per the provisions of this contract.
- (j) All of the Contractor's employees and/or subcontractors agree to provide services in compliance with all federal, state and local laws; state and federal licensure, certification or registration requirements; ODRC security protocol; appropriate standards of medical care and ACA standards.
- (k) The Contractor must provide Basic Life Support (BLS) – Basic ambulance transportation and emergency procedures consisting of but not limited to: CPR, shock and bleeding control, MAST trousers, splinting, bandaging, spinal immobilization, airway management, oxygen administration and suctioning.
- (l) The Contractor must provide Advanced Life Support (ALS) – All services included under BLS and IV therapy, cardiac monitoring and defibrillation, intubation and drug administration per protocol or direct order.
- (m) Contractor must provide the institution a copy of their medical ER protocol, signed by their Medical Director.

6. Scope of Services – Responsibilities of the Institution(s)

The Institution(s) agrees to do all of the following:

- (a) Agrees to call the Contractor exclusively to handle primary care emergencies. If attending physician deems necessary, air transport will be called.
- (b) Agrees to cooperate with care for the inmates and provide at least one staff member to accompany the inmate during the time from pick-up until inmate is delivered to hospital's care (local) and/or turned over to receiving hospital (out of county).
- (c) Agrees to pay the Contractor as follows for all emergency trips to hospitals within the local area, including all disposables and basic and advanced life support services, in accordance with ORC Section 341.192 (services to persons confined in state correctional institution).
  - BLS \$ 890.18 plus \$19.05 per mile 996.73
  - ALS 1 \$ 1057.08 plus \$19.05 per mile
  - ALS 2 \$ 1529.98 plus \$19.05 per mile

Any return trip to be charged will be at the appropriate BLS/ALS rate.

- (d) Agrees to pay the Contractor as follows for all emergency/non-emergency trips to The Ohio State University Medical Center or Franklin Medical Center, including all disposables and basic and advanced life support services, in accordance with ORC Section 341.192 (services to persons confined in state correctional institution).
  - BLS \$ N/A
  - ALS \$ N/A

Any return trip to be charged will be at the appropriate BLS/ALS rate.

The undersigned persons do declare and state that they have the authority to enter into this Agreement on behalf of the organizations referenced herein.

CONTRACTOR:

Name: City of Mansfield Division of Fire	Tax ID # / OAKS # 34-6001795
Address: 140 E Third Street, Mansfield OH 44902	
Supplier's Signature: <i>David A. Cape</i>	Date: 12-17-2020

AGENCY:

(If under \$2,500.00) Deputy Director, Administration:	Date:
(If \$2,500.00 or greater) Director, Ohio Department of Rehabilitation and Correction: <i>AC Smith</i>	12/22/2020 Date: