

IN THE COURT OF COMMON PLEAS  
TRUMBULL COUNTY, OHIO

MED STAR EMERGENCY MEDICAL SERVICES AND TRANSPORT, INC.	)	CASE NO. 2020 CV 01066
	)	
Plaintiff,	)	JUDGE RONALD J. RICE
	)	
vs.	)	
	)	
CITY OF WARREN, OHIO, et al.	)	
	)	
Defendants.	)	

**FIRST AMENDED COMPLAINT**

**Jury Demand Endorsed Hereon**

Plaintiff Med Star Emergency Medical Services and Transport, Inc. (“MedStar”) by and through counsel and for its Complaint against Defendants the City of Warren and Trumbull County, Ohio, hereby alleges and states as follows:

**BACKGROUND**

1. MedStar is an Ohio corporation having its principal place of business in Warren, Trumbull County, Ohio, and provides, among other things, emergency ambulance and medical services to callers requiring emergency medical and transportation services.
2. The City of Warren, Ohio (the “City of Warren”) is a municipal corporation located in Trumbull County, Ohio.
3. Trumbull County, Ohio (“Trumbull County”) is an Ohio county located in Northeast Ohio.

4. This case is properly within the jurisdiction of this Court because the Defendants are located in this County and the claims that give rise to this Complaint occurred in this judicial district.

### **FACTS AND CHRONOLOGY**

5. MedStar and Warren entered into a Professional Services Agreement on or about January 1, 2015, for a term of two years through and until December 31, 2017, for MedStar to be the exclusive provider to the City of Warren for emergency ambulance and medical services (the “2015 Agreement”). A copy of the 2015 Agreement is attached hereto as Exhibit 1.

6. MedStar and Warren entered into a Professional Services Agreement, effective November 1, 2016, for a one year term through and until October 31, 2017, for MedStar to be the exclusive provider to the City of Warren for emergency ambulance and medical services (the “2017 Agreement”). A copy of the 2017 Agreement is attached hereto as Exhibit 2.

7. MedStar and Warren entered into a Professional Services Agreement, effective September 1, 2018, and for a term of two years through and until August 31, 2020, for MedStar to be the exclusive provider to the City of Warren for emergency ambulance and medical services (the “2018 Agreement”). A copy of the 2018 Agreement is attached hereto as Exhibit 3.

8. The 2015 Agreement, the 2017 Agreement and the 2018 Agreement may be collectively referred to herein as the “Agreements”.

9. In the Agreements, MedStar is required to provide certain emergency medical services described in “Attachment 1 (Scope of Services).”

10. The Agreements set forth a number of requirements for MedStar in its performance, including the requirements to provide professional liability insurance, comprehensive general liability insurance, automobile liability insurance, workers’ compensation

coverage, and including the City of Warren as an additional insured on said policies of insurance. Exhibits 1, 2 and 3, pp. 2-3.

11. The Agreements also set forth a number of other performance requirements required of MedStar: maintain certain records, provide a detailed monthly report, report on response times, etc. *Id.*, pp. 11-12.

12. Attachment 1 – Scope of Services, attached to the Agreements, sets forth the scope of the services under the Agreements and states as follows, in pertinent part:

**2. SCOPE OF WORK**

\* \* \*

COMPANY shall respond to all E-911 calls as directed including, but not limited to, EMS incidents, fire and hazardous materials incidents, or other incidents as directed by the Warren Fire Department and/or Police Department.

\* \* \*

- B. Calls for service through Warren 9-11 Center when the caller does not specifically request a specific ambulance company. In such case, the E-911 operator shall open a line of communication with the Company and the caller. The City operator may monitor any and all calls for accuracy of information, as well as quality control. The Company shall be responsible to Emergency Medical Dispatch (EMD) the call in accordance with the Trumbull County Medical Director's protocol. The Company shall determine the level of service in accordance with the medical director protocol and shall promptly provide such service to the citizen(s) in accordance with below stated time frames.
- C. The Company shall agree to respond one (1) ALS ambulance to all reported working structure fires within the City, once notified of such by Warren E-911 and shall have no less than one (1) ALS ambulance unit stand by at such fires until released by the fire officer in charge.
- D. The CITY shall reserve the right to request from other providers any specialized service that is not available through the contract provider.

**11. MUTUAL AID**

To fulfill the requirements of the agreement with the CITY, the COMPANY may transfer a call to another local ambulance service or make a request for assistance in accordance with the plan. However, such transfer or request shall not relieve the COMPANY of any of its obligations to the CITY, nor shall the CITY be obligated to pay any fee or assessment for such.

*Id.*, pp. 10, 15.

13. Pursuant to these provisions in the Agreements, MedStar is the exclusive provider of emergency ambulance medical services for the City of Warren, except where a caller designates a provider *or* in the event that the contracted party – here MedStar – does not provide the specialized service required by the caller or the City of Warren.

14. Upon information and belief, MedStar is the only entity with which the City of Warren has entered into a contract to provide emergency ambulance and medical service during the terms of the Agreements.

15. Upon information and belief, the Trumbull County dispatchers who direct E-911 calls are aware that MedStar is the only contracting party with the City of Warren for providing emergency ambulance services and that MedStar is designated the exclusive provider of such services to the City of Warren.

16. The Trumbull County dispatch unit that manages the E-911 calls for emergency ambulance services has no tracking management system and, instead, either randomly assigns calls to ambulance services, or else is intentionally diverting them from MedStar.

17. Upon information and belief, Trumbull County is in possession of and/or is aware of the Agreements and their exclusivity provisions.

18. Despite the knowledge by Trumbull County that MedStar had the Agreements with the City of Warren, it wrongfully diverted emergency ambulance medical service calls from City of Warren callers to other providers – providers who have no contract with the City of

Warren and, therefore, have not demonstrated that they meet the insurance requirements, provide data, monthly reports, or the other requirements imposed upon MedStar under the Agreements.

19. Upon information and belief, and despite the exclusive provider terms of the Agreements, for the calls made to the Warren E-911 Center, which center was created by the Trumbull County Commissioners, Trumbull County has misdirected E-911 calls for emergency ambulance service to other providers that do not have a contract to provide any such services with the City of Warren.

20. In an effort to determine whether calls had been misdirected from MedStar to another provider, a MedStar executive met with Eddie Colbert, the City of Warren Public Safety Director, who told MedStar that both the City of Warren and Trumbull County know and knew of the exclusivity provision in the Agreement whereby MedStar is the exclusive provider of such emergency medical and ambulance services.

21. The conduct by the City of Warren and Trumbull County in diverting emergency ambulance medical services to providers without a contract with the City of Warren is jeopardizing the health and safety of people who call dispatch for emergency ambulance and medical services.

22. MedStar's fees for the services to be provided pursuant to the Agreements are paid either directly by the patient/customer or else by the patient's health insurance coverage.

23. Upon information and belief and based on historical records of E-911 calls for emergency ambulance and medical services, the City of Warren and Trumbull County, jointly and in concert, are wrongfully diverting hundreds or thousands of calls per year to other providers that, instead, should have been referred to MedStar as the exclusive provider under the Agreements.

COUNT ONE

BREACH OF CONTRACT

24. MedStar incorporates the preceding paragraphs of the Complaint as if fully alleged and restated herein.

25. MedStar has complied with and fully performed all of its duties and obligations under the Agreements.

26. The City of Warren breached the Agreements by failing to direct all of the emergency ambulance and medical service calls for the residents of the City of Warren to MedStar.

27. The City of Warren's breaches of the Agreements are material and have caused damages to MedStar in an amount to be determined at trial and, in any event, in an amount in excess of \$25,000.

COUNT TWO

TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP

28. MedStar incorporates the preceding paragraphs of the Complaint as if fully alleged and restated herein.

29. Trumbull County had actual or constructive knowledge that the City of Warren had the Agreements with MedStar to be the exclusive provider of emergency ambulance medical services to the City of Warren.

30. Trumbull County, through its dispatch center and dispatchers, intentionally, tortiously and improperly interfered with the Agreements between MedStar and the City of Warren to prevent them from performing pursuant to the Agreements.

31. Trumbull County has no legitimate justification for the procurement to breach the Agreements.

32. MedStar has been damaged by Trumbull County's tortious interference with the Agreements.

33. Because of the tortious interference by Trumbull County, it is liable to MedStar for the damages incurred by MedStar for those emergency ambulance medical service calls that should have been directed to MedStar.

34. The management of EMS services is a government function pursuant to R.C. 2744.01.

35. The tortious and wrongful conduct by Trumbull County offices constitutes intentional, reckless or grossly negligent conduct pursuant to R.C. 2744.02(B)(2).

36. The actions by Trumbull County and its officials in tortiously interfering in the Agreements are not immune from liability as those acts were outside the scope of official responsibility, they were done maliciously, in bad faith, and/or in a wanton or reckless manner.

37. MedStar's damages due to the tortious conduct by Trumbull County are in an amount to be determined at trial and, in any event, in an amount no less than \$25,000.

38. MedStar is also entitled to an award of its attorneys fees for Trumbull County's tortious interference.

### **DEMAND FOR RELIEF**

WHEREFORE, MedStar demands that judgment be entered in its favor and against Defendants in an amount to be determined at trial and, in any event, in excess of \$25,000, and that MedStar be awarded its attorneys fees, costs, expenses, and any other relief, legal or equitable, to which it may be entitled

Respectfully submitted,

/s/ Laura A. Hauser

Laura A. Hauser (0041354)  
Hauser Law LLC  
3713 Longwood Court  
Cleveland Heights, Ohio 44118  
(216) 536-8810  
[Laura@HauserLawLLC.com](mailto:Laura@HauserLawLLC.com)

Marc E. Dann (0039425)  
DannLaw  
2728 Euclid Avenue  
Cleveland, Ohio 44115  
(216) 452-1029  
[Notices@dannlaw.com](mailto:Notices@dannlaw.com)  
[mdann@dannlaw.com](mailto:mdann@dannlaw.com)

### **Jury Demand**

Plaintiff hereby demands a jury on all claims so triable.

/s/ Laura A. Hauser

Laura A. Hauser (0041354)

### **CERTIFICATE OF SERVICE**

A copy of the foregoing was served on the 23<sup>rd</sup> day of September by first class United

States mail upon the following:

CITY OF WARREN, OHIO  
c/o Enzo Cantalamessa, Esq., Law Director  
391 Mahoning Ave. N.W.  
Warren, Ohio 44483

TRUMBULL COUNTY, OHIO  
c/o Dennis Watkins, Esq., County Prosecutor  
160 High St NW #4  
Warren, OH 44481

/s/ Laura A. Hauser

Laura A. Hauser (0041354)



# EXHIBIT 1

# COPY

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made the  1st  day of  January , 2015, by and between the City of Warren (hereinafter CITY) and  Med Star EMS & Transport, Inc.,   
Address  1600 Youngstown Rd. SE, P.O. Box 2156, Warren, Ohio 44484

TELEPHONE NUMBER:  330.394.6611  FED. IDENTIFICATION #:  34-1418646 ,  
an Ohio Corporation (hereinafter COMPANY).

WHEREAS, CITY desires to obtain professional services for City's ambulance service needs with an ambulance service provider; and

WHEREAS, COMPANY desires to provide such professional services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and COMPANY agree as follows:

### 1. INTENT:

The relationship created by this Agreement is that of client and independent contractor for professional services. Nothing in this Agreement shall be construed to be inconsistent with this relationship. Under no circumstances is COMPANY to be considered an employee of the CITY for any purpose, and COMPANY is not entitled to any of the benefits provided by CITY to its own employees. COMPANY is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by Social Security, unemployment insurance or workers' compensation insurance in connection with this Agreement on behalf of COMPANY itself or those employees, if any, employed by the COMPANY.

### 2. SERVICES:

COMPANY shall provide such professional services as are described in Attachment 1 (Scope of Services).

### 3. INDEMNIFICATIONS AND INSURANCE:

COMPANY hereby agrees to release, indemnify and save harmless CITY, its officers and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims (but only to the extent brought by employees of COMPANY against CITY), of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, its negligent performance and/or any and all intentional, willful or wanton performance or acts hereunder, and including such acts and omissions of officers, employees and agents of COMPANY, arising out of the performance of this contract.

The insurance requirements prescribed herein shall not be deemed to in any way limit or define the obligations of COMPANY hereunder. The indemnification provisions prescribed herein shall not be deemed to in any way limit or define the COMPANY'S obligation to provide insurance as required herein or limit or define the CITY'S rights as "additional insured" under the required policy or policies.

COMPANY shall attach certificates of insurance for such policy or policies to this Agreement at the time of signing. The City of Warren Law Director shall review and approve insurance before COMPANY is authorized to commence work under this Agreement. The CITY reserves the right to refuse, prior to the commencement date of services under this Agreement, insurance written by an unacceptable company. The amounts of insurance required are as follows:

#### **A. Professional Liability Insurance**

COMPANY shall procure and maintain professional liability insurance for protection of claims arising solely out of performance of professional services caused by negligent acts, errors or omissions for which COMPANY is legally liable; such professional liability insurance will provide for coverage in the amount of two million dollars (\$2,000,000.00).

**B. Comprehensive General Liability Insurance**

COMPANY shall procure and maintain comprehensive general liability insurance with a single limit of not less than two million dollars (\$2,000,000.00) with five million dollars (\$5,000,000.00) aggregate for both bodily injury and property damage with the City of Warren named as additional insured.

**C. Automobile Liability Insurance**

COMPANY shall procure and maintain automobile liability insurance covering owned, non-hired and hired vehicles used by COMPANY with a combined single limit of not less than two million dollars (\$2,000,000.00) for any one occurrence involving injury or death to persons or damage to property or both.

**D. Workers' Compensation Coverage**

COMPANY shall, at all time during the terms of the Agreement, subscribe to and comply with the Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save CITY, its officer and agents harmless from any and all liabilities arising from or under such act.

COMPANY shall attach hereto a copy of the official certificate of receipt, evidencing compliance with Workers' Compensation laws of the State of Ohio.

**E. Notice of Termination**

Each of the foregoing insurance policies shall contain a provision providing for thirty (30) days notice to the City by the insurer in the event that any policy, or portion thereof, is canceled, or the coverage under said policy is reduced, or the policy is not renewed. In addition, in the event that it is notified of requests, or becomes aware of a reduction in insurance coverage, the COMPANY shall immediately notify the CITY in writing of such reduction in coverage. Such reduction may render the COMPANY in breach of contract.

**F. City as Additional Insured**

COMPANY shall cause the CITY to be named as an additional insured in each of its insurance policies for general comprehensive, automobile liability and professional liability insurance. An "additional insured" shall mean, for the purpose of this Agreement, that the CITY, its officers, agents and employees shall be covered under the policies carried by the COMPANY for general comprehensive, automobile liability and professional liability, in the event that the CITY, its officers, agents or employees are enjoined as a party defendant in a suit or claim in which the COMPANY is allegedly jointly liable. The fact that the CITY has been named as an additional insured shall be evidenced by written notice from the insurer and endorsed on the certificate(s) of insurance.

**4. EXPENSES:**

Except as may be otherwise indicated by Exhibit A - "Scope of Services", COMPANY shall be responsible for all business expenses incurred under this Agreement and shall furnish all materials, tools, equipment and all other items necessary to perform the services set forth in this Agreement. Except as may be otherwise indicated by Exhibit A - "Scope of Services", no reimbursement will be offered by CITY for any such expenses.

**5. FEES / RATES FOR SERVICE:**

COMPANY agrees that no charge shall be made or levied upon the CITY for performance of any ambulance services described herein.

**6. CONFLICT:**

COMPANY covenants that COMPANY has no interest and shall acquire no interest, which would conflict with the performance of services under this Agreement.

**7. ASSIGNMENT:**

Neither CITY nor COMPANY may assign this Agreement without the written approval of the other, and any attempted assignment without such consent shall be null and void.

Notwithstanding the above, COMPANY may assign or subcontract this Agreement, or any or all of the services required by this Agreement, to any of its subsidiaries or affiliates, which are wholly-owned, operated or controlled by COMPANY.

**8. DISCRIMINATION:**

COMPANY shall comply with federal, state and local laws, which prohibit discrimination.

**9. PERFORMANCE SECURITY:**

- A. Amount and Form: COMPANY shall provide to the CITY a performance bond in the total amount of Ten Thousand Dollars (\$10,000.00), to guarantee that COMPANY will faithfully perform under the Agreement and complete the Agreement according to its terms and specifications.
- B. Exercise of Rights: CITY's exercise of its rights under the above-described performance security bond shall be solely conditioned upon CITY's declaration of a Default under this Agreement (as defined below), written notice thereof by CITY to COMPANY, the COMPANY's failure to cure as provided herein, and the early termination of this Agreement by CITY.

**10. DEFAULT:**

- A. Default Defined: Conditions and circumstances, which shall constitute a Default by the COMPANY, unless waived by CITY, shall include the following:
  - 1. Failure of COMPANY to operate the ambulance service system in a manner which enables COMPANY to remain in substantial compliance with the requirements of applicable federal, state or local laws, rules and regulations;
  - 2. Chronic failure to maintain equipment and facilities in accordance with manufacturer recommended maintenance procedures (or reasonably

- equivalent maintenance procedures adopted by the COMPANY);
3. Chronic failure to meet or exceed the response time standards required hereunder (to the extent described in Section 3 of the Scope of Service);
  4. Chronic failure by the COMPANY to timely and properly submit monthly reports and such other material information required to be furnished to CITY by the terms of this Agreement;
  5. Failure to secure and maintain at all times during the term of this Agreement a performance bond or escrow account satisfying the requirements of Section 9A hereof;
  6. Failure to purchase and maintain in force insurance meeting the material requirements set forth in this Agreement;
  7. The assignment or attempted assignment of this Agreement by the COMPANY except as permitted by this Agreement; and;
  8. Any other material failure of performance or failure to comply with the material terms of this Agreement, which is determined by CITY to constitute a significant endangerment to public health and safety.

B. Default: Cure Period and Forfeiture of Performance Security: If CITY declares the COMPANY to be in Default, CITY shall give COMPANY written notice describing with reasonable specificity the nature of the Default. Within ten (10) days of its receipt of such notice, the COMPANY shall deliver to CITY a written plan to cure such Default. The COMPANY shall deliver to CITY an update of its efforts to cure the Default every ten (10) calendar days until such default is completely cured. If COMPANY fails to cure such noticed default within thirty (30) calendar days (or such longer period of time as is approved by CITY) after its receipt of notice of default, CITY may immediately terminate this Agreement

and draw on the performance security as provided in Section 9A hereof, pursuant to the terms and conditions of this Agreement. If this Contract is so terminated by CITY, the COMPANY shall cooperate completely and immediately with CITY to effect a prompt and orderly transfer of all responsibilities to CITY or its designated contractor.

**11. FINANCIAL INTEGRITY:**

COMPANY insures that it is not in arrears to the CITY upon any debt or contract, and the COMPANY is financially sound, being neither insolvent nor bankrupt.

**12. ENTIRE AGREEMENT:**

This Agreement, along with the Attachments hereto, supersedes and terminates any prior agreement between the parties and constitutes the entire agreement between the parties. No statement, promise, condition, understanding or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid. Any amendments to this Agreement shall be effective only if in writing and signed by both parties. In the event of any inconsistency between the terms of this Agreement and any Attachment hereto, the terms of this Agreement shall govern.

**13. 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.

**14. FORCE MAJEURE:**

COMPANY shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of COMPANY, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to

obtain labor, materials or facilities. Nevertheless, COMPANY shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the CITY of the problem.

**15. NOTICES:**

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

**16. TERM:**

The term of this Agreement shall be retroactive from the 1st day of January, 2015, until the 31<sup>st</sup> day of December 2015. This Agreement may be renewed for a specified term, by mutual agreement of the parties. Notwithstanding the foregoing, if any legislation, regulation or government policy is passed or adopted, or if these laws, regulations or policies are interpreted in a manner that would materially affect COMPANY's business or the implementation of this Agreement as written, the COMPANY shall provide notice of such law, regulation or policy to CITY and the parties agree to negotiate in good faith within thirty days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, either party may terminate this Agreement on thirty days advance written notice.

[Intentionally Left Blank]



IN WITNESS WHEREOF, the parties hereto affix their signatures on the date indicated.

WITNESSES:

Krista Jensen

Paul Howard

CITY OF WARREN  
BY: BOARD OF CONTROL

William D. Funk 1-2-15  
MAYOR DATE

[Signature] 1-2-15  
DIRECTOR OF PUBLIC SERVICE AND SAFETY DATE

MED STAR EMS & TRANSPORT, INC.

BY: Joseph W. Robinson

NAME: Joseph W. Robinson, President  
DATE

**CERTIFICATE OF AVAILABILITY OF FUNDS**

It is hereby certified that the amount required to meet the obligations of this contract  
In the fiscal year in which the Contract has been made has been lawfully appropriated  
For the purposes of the Contract and is in the treasury or in the process of collection to  
The credit of an appropriate fund free from any previous encumbrances, obligations or  
Certificates now outstanding.

[Signature] 3-10-15  
AUDITOR

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
DIRECTOR OF LAW

**ATTACHMENT 1**  
**SCOPE OF SERVICES**

**1. PURPOSE**

The purpose of this Agreement for Ambulance Service is to ensure that COMPANY will provide ambulance service to the ill or injured persons within the City of Warren and to provide transportation and temporary medical assistance until such time as such persons have been transported to a duly qualified hospital or medical facility.

**2. SCOPE OF WORK**

General Requirements:

COMPANY shall have and maintain a license to operate ambulance service as provided by the Ohio Ambulance Licensure Board pursuant to Ohio Revised Code, Section 4766.

COMPANY shall operate continuously and without interruption for twenty-four (24) hours each day and for seven (7) days per week an emergency ambulance service as herein required.

COMPANY shall respond to all E-911 calls as directed including, but not limited to, EMS incidents, fire and hazardous materials incidents, or other incidents as directed by the Warren Fire Department and/or Police Department.

- A. Emergency ambulance service shall include the provision of prompt and efficient delivery of an appropriate number of Advanced Life Support (ALS) ambulance unit(s) to deliver initial medical assistance to sick, disabled and injured persons throughout the City and the transportation of such persons to the hospital as appropriate.

The services shall be provided in accordance with all laws, ordinances, rules, regulations and protocols applicable thereto.

- B. Calls for service through Warren E-911 Center when the caller does not specifically request a specific ambulance company. In such case, the E-911 operator shall open a line of communication with the Company and the caller. The City operator may monitor any and all calls for accuracy of information, as well as quality control. The Company shall be responsible to Emergency Medical Dispatch (EMD) the call in accordance with the Trumbull County Medical Director's protocol. The Company shall determine the level of service in accordance with the medical director protocol and shall promptly provide such service to the citizen(s) in accordance with below stated time frames.
- C. The Company shall agree to respond one (1) ALS ambulance to all reported working structure fires within the City, once notified of such by Warren E-911 and shall have no less than one (1) ALS ambulance unit stand by at such fires until released by the fire officer in charge.
- D. The CITY shall reserve the right to request from other providers any specialized service that is not available through the contract provider.

### 3. PERFORMANCE STANDARDS:

All ambulances that respond to E-911 calls pursuant to this Agreement must meet the performance standards set forth below:

- A. The COMPANY shall respond to all requests for emergency medical service received from the CITY in eight (8) minutes or less.
- B. All response time shall be measured or calculated as the time elapsed between:
  - 1. The time at which the call is dispatched by the CITY OF WARREN to the responding COMPANY, and,
  - 2. The time at which the ambulance personnel arrive on scene.
- C. There shall be no significant disparities in response times by time of day or geographic areas. Responses that are deemed non-emergencies at the time of dispatch will not be included in the response standard.
- D. A request for service involving any emergency requests shall take precedence over all requests for service involving basic non-emergency requests.
- E. The COMPANY shall pay the CITY one hundred dollars (100.00) for each call that exceeds the eight (8) minute or less response time requirement as specified in Section 4.B.
- F. The COMPANY shall pay to the CITY One Thousand Dollars (\$1,000.00), for the first offense if it is proven by the City that their record of time has been altered, or is inaccurate due to falsification. Any further offenses involving falsification shall constitute a Default under the Agreement.

### 4. RECORDS

- A. The AMBULANCE COMPANY shall maintain a record of all requests for service received from the CITY. The record shall include, but is not limited to:
  - 1. All calls received by the CITY for requests for emergency medical services.
  - 2. Time of receipt of dispatch from the City of Warren's E-911, which should be the same as 3.B.
  - 3. Time the COMPANY dispatched its ambulance personnel.
  - 4. Time at which the ambulance personnel arrive on scene.
  - 5. Time at which the ambulance personnel are ready to exit the ambulance at the scene of the incident or time of cancellation of request for service.
  - 6. Time of departure of the ambulance from the scene; and
  - 7. Time of arrival of the ambulance at the hospital.

- B. The COMPANY shall provide to the CITY a monthly report that summarizes the COMPANY'S response time performance for the preceding calendar month. Said report shall be submitted within seven (7) days after the end of the monthly period and shall be addressed to Lisa Mazzochi, **Administrative Coordinator, 391 Mahoning Ave., NW, Warren, Ohio 44483.**

Note: A month shall begin at 0001 hours on the first day of each month and shall end at 2400 hours on the last day of each month.

The report shall contain, but is not limited to, the following information:

1. The total number of requests received from the CITY.
  2. The total number of requests for which responses were completed within the following time intervals:
    - a. Eight (8) minutes, zero (0) seconds or less;
    - b. More than eight (8) minutes.
    - c. For any responses in excess of eight (8) minutes, the COMPANY shall provide the CITY with specific reasons why the response could not be completed within eight (8) minutes. THE CITY MAY CONSIDER THAT JUSTIFICATION FOR WAIVING THE PENALTY FEE.
  3. The total number of transfers to our requests for assistance from another company, the reason for the transfers or requests, the times at which these transfers or requests were made and a summary of the response to these transfers as described in Section 2 above. (Note: The times of the assisting company will be part of the provider's times for the month.)
  4. The total number of requests canceled en route and the time of cancellation.
  5. The nature (chief complaint) of all calls shall be provided.
- C. If at any time, the aforementioned reports indicate that the Response Standards prescribed in Section A above were not met, the COMPANY must provide an explanation for the non-compliance. If this explanation is unsatisfactory to the CITY, the CITY may require the COMPANY to prepare a plan by which the prescribed standards will be met in the future.

Said plan will be submitted within ten (10) calendar days after receipt by the COMPANY of the CITY'S request for said plan. Upon approval of the plan by the CITY, the COMPANY shall implement the plan within then (10) calendar days, unless otherwise extended by the CITY.

If within four (4) weeks of implementation of the plan, the Response Standards prescribed in Section A are still not being met, the COMPANY will be in breach of this service agreement.

## **5. EQUIPMENT**

- A. The COMPANY shall own a minimum of three (3) fully equipped ALS ambulances to perform the services described above.
- B. These ambulances shall be equipped, maintained and operated in accordance with all the laws, ordinances, rules and regulations of the City of Warren, State of Ohio, and the OALB.
- C. These ambulances shall be painted in a uniform manner and have the COMPANY'S name clearly printed thereon.
- D. On a twenty-four (24) hour a day, seven (7) days a week basis, the ambulances shall be staffed and available for dispatch as determined by the anticipated workload.
- E. The COMPANY shall be responsible for the maintenance and repair of all ambulances.
- F. The COMPANY shall provide to the CITY an inventory of all ambulances used to provide the service described above and shall notify the CITY of each change to this inventory in the required monthly reports.

## **6. SUPPLIES**

- A. All supplies prescribed by Ohio Revised Code, OALB and local protocol shall be provided and supplied in the ambulances by the COMPANY.

## **7. PERSONNEL**

- A. The COMPANY shall have a sufficient number of dispatchers, medical personnel and drivers to perform the services described below.
- B. All medical personnel shall have the applicable professional qualifications as prescribed by Ohio Revised Code, OALB and local protocol.
  - 1. For each advanced life support unit, the medical personnel shall include, at a minimum, one (1) certified emergency medical technician and one (1) paramedic unless otherwise dictated by medical protocol.
- C. All drivers shall have the applicable license required by the laws of all of the State of Ohio.

- D. The COMPANY shall have a formal process for orientation of new employees to the applicable policies and procedures of the COMPANY and to the applicable provisions of the agreement for service with the CITY.
- E. The COMPANY shall have a formal process for continuing education, remedial instruction and in-service training of employees.
- F. The COMPANY, upon request of the CITY and to the extent permitted by law, shall make available the following information:
  - 1. List of current employees and, as appropriate, their medical certification and/or driver's license number.
  - 2. Current work schedule.
  - 3. Current orientation, curriculum and training policy.
- G. The COMPANY shall establish no incentive program, which is designed to encourage personnel to provide medically unnecessary service for which any person may be charged under this Agreement.

## **8. COMMUNICATIONS**

- A. The COMPANY shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching locations and elsewhere, as may be necessary to perform the services described above.
- B. The COMPANY shall receive communication for requests for service from the City in a manner determined by the CITY.
  - 1. The primary source of requests for service from the CITY shall be from a direct connection between the CITY and the provider.

## **9. PHYSICAL PLANT**

- A. The COMPANY shall have and maintain a physical plant with sufficient capacity to store all equipment and supplies to accommodate all personnel and to operate all communications systems required to perform the services above.
- B. The COMPANY shall maintain physical housing location(s) within the CITY to accommodate vehicles used for CITY service.

## **10. HOSPITAL SELECTION**

The COMPANY shall be responsible for the selection of the hospital to which a sick, disabled or injured person is transported in accordance with the Trumbull County Trauma/Medical Director's protocol. The CITY shall not be obligated in any circumstances to select a hospital.

## **11. MUTUAL AID**

To fulfill the requirements of the agreement with the CITY, the COMPANY may transfer a call to another local ambulance service or make a request for assistance in accordance with the plan. However, such transfer or request shall not relieve the COMPANY of any of its obligations to the CITY, nor shall the CITY be obligated to pay any fee or assessment for such.

## **12. COOPERATION**

- A. The COMPANY shall cooperate appropriately with the CITY in the conduction of training, instruction, exercises, critiques, and complaints relating to emergency incidents
- B. The COMPANY shall cooperate with the CITY or its agents in all studies reasonable in scope and relating to the service provided pursuant to the agreement with the CITY.
- C. The COMPANY shall agree to fall under the City of Warren's Unified Incident Command System when operating at an incident with multiple agencies present.

## **13. RECORDS AND INSPECTIONS**

- A. The COMPANY shall maintain appropriate records relating to all requests for service received from the CITY under this Agreement.
- B. The COMPANY shall, upon request of the CITY, permit inspection of all premises, equipment, supplies and appropriate records used to provide service under this Agreement.

## **14. MEETINGS**

- A. The COMPANY may meet with representatives of the CITY to discuss the reports and other such matters as may be relevant to the provision of service under this Agreement, including events that were beyond the control of the CITY or the COMPANY that may have affected the ability of the Company to meet the Response Time Criteria of this Agreement.
- B. Such meetings may be requested by either the CITY or the COMPANY.



*Office of the Mayor*  
*City of Warren*

*William Douglas Franklin*  
*Mayor*

391 Mahoning Ave., N.W. • Warren, Ohio 44483-4634  
Phone: (330) 841-2601 • Fax: (330) 841-2676

Enzo C. Cantalamessa  
Director of Service-Safety

July 25, 2017

Med Star Ambulance  
Attn: Mr. Joe Robinson  
1600 Youngstown Rd., SE  
Warren, OH 44484

RE: **Renewal of the Original Agreement  
Establishing a Provider for Emergency  
Medical/Ambulance Service through our City's  
E-911 Communications Center**

Dear Mr. Robinson,

Enclosed is your copy of the original, executed Agreement between the City of Warren and Med Star Ambulance to provide professional services as described within said agreement for our City's E-911 Emergency Medical Ambulance Service needs. This Agreement has been renewed in accordance with Section 16 in the Terms of the Contract.

The new contract will be effective November 1, 2016 through October 31, 2017.

Sincerely,

Enzo C. Cantalamessa  
Director of Public Service and Safety

ECC/kj

Enclosures

Cc: Mr. Vince Flask, Auditor  
Mr. Gregory Hicks, Law Director  
Mr. James E. Sanders, Deputy Law Director  
Ms. Kisha Jackson, Assist. Admin. Coord.  
Chief Eric Merkel, Police Department  
Captain Janice Gilmore, Police Department  
Chief Ken Nussle, Fire Department  
Board of Control File

*"This Agency is an Equal Provider of Services and an Equal Opportunity Employer - C.R.A. 1964"*





## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made the 1st day of November, 2016, by and between the City of Warren (hereinafter CITY) and Med Star EMS & Transport, Inc.,

Address 1600 Youngstown Rd. SE, P.O. Box 2156, Warren, Ohio 44484

TELEPHONE NUMBER: 330.394.6611 FED. IDENTIFICATION #: 34-1418646,  
an Ohio Corporation (hereinafter COMPANY).

WHEREAS, CITY desires to obtain professional services for City's ambulance service needs with an ambulance service provider; and

WHEREAS, COMPANY desires to provide such professional services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and COMPANY agree as follows:

### **1. INTENT:**

The relationship created by this Agreement is that of client and independent contractor for professional services. Nothing in this Agreement shall be construed to be inconsistent with this relationship. Under no circumstances is COMPANY to be considered an employee of the CITY for any purpose, and COMPANY is not entitled to any of the benefits provided by CITY to its own employees. COMPANY is solely responsible to pay all applicable federal, state and local income and withholding tax obligations or contributions imposed by Social Security, unemployment insurance or workers' compensation insurance in connection with this Agreement on behalf of COMPANY itself or those employees, if any, employed by the COMPANY.

### **2. SERVICES:**

COMPANY shall provide such professional services as are described in Attachment 1 (Scope of Services).

### 3. INDEMNIFICATIONS AND INSURANCE:

COMPANY hereby agrees to release, indemnify and save harmless CITY, its officers and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims (but only to the extent brought by employees of COMPANY against CITY), of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, its negligent performance and/or any and all intentional, willful or wanton performance or acts hereunder, and including such acts and omissions of officers, employees and agents of COMPANY, arising out of the performance of this contract.

The insurance requirements prescribed herein shall not be deemed to in any way limit or define the obligations of COMPANY hereunder. The indemnification provisions prescribed herein shall not be deemed to in any way limit or define the COMPANY'S obligation to provide insurance as required herein or limit or define the CITY'S rights as "additional insured" under the required policy or policies.

COMPANY shall attach certificates of insurance for such policy or policies to this Agreement at the time of signing. The City of Warren Law Director shall review and approve insurance before COMPANY is authorized to commence work under this Agreement. The CITY reserves the right to refuse, prior to the commencement date of services under this Agreement, insurance written by an unacceptable company. The amounts of insurance required are as follows:

#### **A. Professional Liability Insurance**

COMPANY shall procure and maintain professional liability insurance for protection of claims arising solely out of performance of professional services caused by negligent acts, errors or omissions for which COMPANY is legally liable; such professional liability insurance will provide for coverage in the amount of two million dollars (\$2,000,000.00).

**B. Comprehensive General Liability Insurance**

COMPANY shall procure and maintain comprehensive general liability insurance with a single limit of not less than two million dollars (\$2,000,000.00) with five million dollars (\$5,000,000.00) aggregate for both bodily injury and property damage with the City of Warren named as additional insured.

**C. Automobile Liability Insurance**

COMPANY shall procure and maintain automobile liability insurance covering owned, non-hired and hired vehicles used by COMPANY with a combined single limit of not less than two million dollars (\$2,000,000.00) for any one occurrence involving injury or death to persons or damage to property or both.

**D. Workers' Compensation Coverage**

COMPANY shall, at all time during the terms of the Agreement, subscribe to and comply with the Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save CITY, its officer and agents harmless from any and all liabilities arising from or under such act.

COMPANY shall attach hereto a copy of the official certificate of receipt, evidencing compliance with Workers' Compensation laws of the State of Ohio.

**E. Notice of Termination**

Each of the foregoing insurance policies shall contain a provision providing for thirty (30) days notice to the City by the insurer in the event that any policy, or portion thereof, is canceled, or the coverage under said policy is reduced, or the policy is not renewed. In addition, in the event that it is notified of requests, or becomes aware of a reduction in insurance coverage, the COMPANY shall immediately notify the CITY in writing of such reduction in coverage. Such reduction may render the COMPANY in breach of contract.

#### **F. City as Additional Insured**

COMPANY shall cause the CITY to be named as an additional insured in each of its insurance policies for general comprehensive, automobile liability and professional liability insurance. An "additional insured" shall mean, for the purpose of this Agreement, that the CITY, its officers, agents and employees shall be covered under the policies carried by the COMPANY for general comprehensive, automobile liability and professional liability, in the event that the CITY, its officers, agents or employees are enjoined as a party defendant in a suit or claim in which the COMPANY is allegedly jointly liable. The fact that the CITY has been named as an additional insured shall be evidenced by written notice from the insurer and endorsed on the certificate(s) of insurance.

#### **4. EXPENSES:**

Except as may be otherwise indicated by Exhibit A - "Scope of Services", COMPANY shall be responsible for all business expenses incurred under this Agreement and shall furnish all materials, tools, equipment and all other items necessary to perform the services set forth in this Agreement. Except as may be otherwise indicated by Exhibit A - "Scope of Services", no reimbursement will be offered by CITY for any such expenses.

#### **5. FEES / RATES FOR SERVICE:**

COMPANY agrees that no charge shall be made or levied upon the CITY for performance of any ambulance services described herein.

#### **6. CONFLICT:**

COMPANY covenants that COMPANY has no interest and shall acquire no interest, which would conflict with the performance of services under this Agreement.

#### **7. ASSIGNMENT:**

Neither CITY nor COMPANY may assign this Agreement without the written approval of the other, and any attempted assignment without such consent shall be null and void.

Notwithstanding the above, COMPANY may assign or subcontract this Agreement, or any or all of the services required by this Agreement, to any of its subsidiaries or affiliates, which are wholly-owned, operated or controlled by COMPANY.

**8. DISCRIMINATION:**

COMPANY shall comply with federal, state and local laws, which prohibit discrimination.

**9. PERFORMANCE SECURITY:**

A. Amount and Form: COMPANY shall provide to the CITY a performance bond in the total amount of Ten Thousand Dollars (\$10,000.00), to guarantee that COMPANY will faithfully perform under the Agreement and complete the Agreement according to its terms and specifications.

B. Exercise of Rights: CITY's exercise of its rights under the above-described performance security bond shall be solely conditioned upon CITY's declaration of a Default under this Agreement (as defined below), written notice thereof by CITY to COMPANY, the COMPANY's failure to cure as provided herein, and the early termination of this Agreement by CITY.

**10. DEFAULT:**

A. Default Defined: Conditions and circumstances, which shall constitute a Default by the COMPANY, unless waived by CITY, shall include the following:

1. Failure of COMPANY to operate the ambulance service system in a manner which enables COMPANY to remain in substantial compliance with the requirements of applicable federal, state or local laws, rules and regulations;
2. Chronic failure to maintain equipment and facilities in accordance with manufacturer recommended maintenance procedures (or reasonably

- equivalent maintenance procedures adopted by the COMPANY);
3. Chronic failure to meet or exceed the response time standards required hereunder (to the extent described in Section 3 of the Scope of Service);
  4. Chronic failure by the COMPANY to timely and properly submit monthly reports and such other material information required to be furnished to CITY by the terms of this Agreement;
  5. Failure to secure and maintain at all times during the term of this Agreement a performance bond or escrow account satisfying the requirements of Section 9A hereof;
  6. Failure to purchase and maintain in force insurance meeting the material requirements set forth in this Agreement;
  7. The assignment or attempted assignment of this Agreement by the COMPANY except as permitted by this Agreement; and;
  8. Any other material failure of performance or failure to comply with the material terms of this Agreement, which is determined by CITY to constitute a significant endangerment to public health and safety.

B. Default; Cure Period and Forfeiture of Performance Security: If CITY declares the COMPANY to be in Default, CITY shall give COMPANY written notice describing with reasonable specificity the nature of the Default. Within ten (10) days of its receipt of such notice, the COMPANY shall deliver to CITY a written plan to cure such Default. The COMPANY shall deliver to CITY an update of its efforts to cure the Default every ten (10) calendar days until such default is completely cured. If COMPANY fails to cure such noticed default within thirty (30) calendar days (or such longer period of time as is approved by CITY) after its receipt of notice of default, CITY may immediately terminate this Agreement

and draw on the performance security as provided in Section 9A hereof, pursuant to the terms and conditions of this Agreement. If this Contract is so terminated by CITY, the COMPANY shall cooperate completely and immediately with CITY to effect a prompt and orderly transfer of all responsibilities to CITY or its designated contractor.

**11. FINANCIAL INTEGRITY:**

COMPANY insures that it is not in arrears to the CITY upon any debt or contract, and the COMPANY is financially sound, being neither insolvent nor bankrupt.

**12. ENTIRE AGREEMENT:**

This Agreement, along with the Attachments hereto, supersedes and terminates any prior agreement between the parties and constitutes the entire agreement between the parties. No statement, promise, condition, understanding or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid. Any amendments to this Agreement shall be effective only if in writing and signed by both parties. In the event of any inconsistency between the terms of this Agreement and any Attachment hereto, the terms of this Agreement shall govern.

**13. 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.

**14. FORCE MAJEURE:**

COMPANY shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of COMPANY, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to

obtain labor, materials or facilities. Nevertheless, COMPANY shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the CITY of the problem.

**15. NOTICES:**

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

**16. TERM:**

The term of this Agreement shall be retroactive from the 1st day of November, 2016, until the 31<sup>st</sup> day of October 2017. This Agreement may be renewed for a specified term, by mutual agreement of the parties. Notwithstanding the foregoing, if any legislation, regulation or government policy is passed or adopted, or if these laws, regulations or policies are interpreted in a manner that would materially affect COMPANY's business or the implementation of this Agreement as written, the COMPANY shall provide notice of such law, regulation or policy to CITY and the parties agree to negotiate in good faith within thirty days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, either party may terminate this Agreement on thirty days advance written notice.

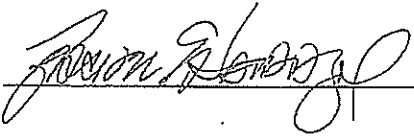
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IN WITNESS WHEREOF, the parties hereto affix their signatures on the date indicated.

WITNESSES:

CITY OF WARREN  
BY: BOARD OF CONTROL

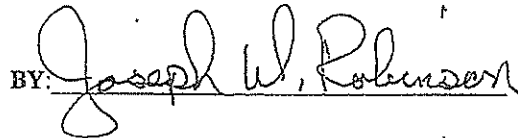
  
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MAYOR 3-16-17 DATE

  
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DIRECTOR OF PUBLIC  
SERVICE AND SAFETY 4/3/17 DATE

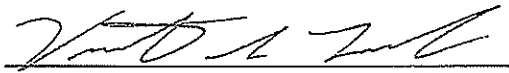
MED STAR EMS & TRANSPORT, INC.

BY:   
\_\_\_\_\_

NAME: Joseph W. Robinson, President 3-10-17  
DATE

**CERTIFICATE OF AVAILABILITY OF FUNDS**

It is hereby certified that the amount required to meet the obligations of this contract  
In the fiscal year in which the Contract has been made has been lawfully appropriated  
For the purposes of the Contract and is in the treasury or in the process of collection to  
The credit of an appropriate fund free from any previous encumbrances, obligations or  
Certificates now outstanding.

  
\_\_\_\_\_  
AUDITOR

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
DIRECTOR OF LAW

# ATTACHMENT 1 SCOPE OF SERVICES

## 1. PURPOSE

The purpose of this Agreement for Ambulance Service is to ensure that COMPANY will provide ambulance service to the ill or injured persons within the City of Warren and to provide transportation and temporary medical assistance until such time as such persons have been transported to a duly qualified hospital or medical facility.

## 2. SCOPE OF WORK

### General Requirements:

COMPANY shall have and maintain a license to operate ambulance service as provided by the Ohio Ambulance Licensure Board pursuant to Ohio Revised Code, Section 4766.

COMPANY shall operate continuously and without interruption for twenty-four (24) hours each day and for seven (7) days per week an emergency ambulance service as herein required.

COMPANY shall respond to all E-911 calls as directed including, but not limited to, EMS incidents, fire and hazardous materials incidents, or other incidents as directed by the Warren Fire Department and/or Police Department.

- A. Emergency ambulance service shall include the provision of prompt and efficient delivery of an appropriate number of Advanced Life Support (ALS) ambulance unit(s) to deliver initial medical assistance to sick, disabled and injured persons throughout the City and the transportation of such persons to the hospital as appropriate.

The services shall be provided in accordance with all laws, ordinances, rules, regulations and protocols applicable thereto.

- B. Calls for service through Warren E-911 Center when the caller does not specifically request a specific ambulance company. In such case, the E-911 operator shall open a line of communication with the Company and the caller. The City operator may monitor any and all calls for accuracy of information, as well as quality control. The Company shall be responsible to Emergency Medical Dispatch (EMD) the call in accordance with the Trumbull County Medical Director's protocol. The Company shall determine the level of service in accordance with the medical director protocol and shall promptly provide such service to the citizen(s) in accordance with below stated time frames.
- C. The Company shall agree to respond one (1) ALS ambulance to all reported working structure fires within the City, once notified of such by Warren E-911 and shall have no less than one (1) ALS ambulance unit stand by at such fires until released by the fire officer in charge.
- D. The CITY shall reserve the right to request from other providers any specialized service that is not available through the contract provider.

### **3. PERFORMANCE STANDARDS:**

All ambulances that respond to E-911 calls pursuant to this Agreement must meet the performance standards set forth below:

- A. The COMPANY shall respond to all requests for emergency medical service received from the CITY in eight (8) minutes or less.
- B. All response time shall be measured or calculated as the time elapsed between:
  - 1. The time at which the call is dispatched by the CITY OF WARREN to the responding COMPANY, and,
  - 2. The time at which the ambulance personnel arrive on scene.
- C. There shall be no significant disparities in response times by time of day or geographic areas. Responses that are deemed non-emergencies at the time of dispatch will not be included in the response standard.
- D. A request for service involving any emergency requests shall take precedence over all requests for service involving basic non-emergency requests.
- E. The COMPANY shall pay the CITY one hundred dollars (100.00) for each call that exceeds the eight (8) minute or less response time requirement as specified in Section 4.B.
- F. The COMPANY shall pay to the CITY One Thousand Dollars (\$1,000.00), for the first offense if it is proven by the City that their record of time has been altered, or is inaccurate due to falsification. Any further offenses involving falsification shall constitute a Default under the Agreement.

### **4. RECORDS**

- A. The AMBULANCE COMPANY shall maintain a record of all requests for service received from the CITY. The record shall include, but is not limited to:
  - 1. All calls received by the CITY for requests for emergency medical services.
  - 2. Time of receipt of dispatch from the City of Warren's E-911, which should be the same as 3.B.
  - 3. Time the COMPANY dispatched its ambulance personnel.
  - 4. Time at which the ambulance personnel arrive on scene.
  - 5. Time at which the ambulance personnel are ready to exit the ambulance at the scene of the incident or time of cancellation of request for service.
  - 6. Time of departure of the ambulance from the scene; and
  - 7. Time of arrival of the ambulance at the hospital.

- B. The COMPANY shall provide to the CITY a monthly report that summarizes the COMPANY'S response time performance for the preceding calendar month. Said report shall be submitted within seven (7) days after the end of the monthly period and shall be addressed to Kisha Jackson, **Administrative Coordinator, 391 Mahoning Ave., NW, Warren, Ohio 44483.**

Note: A month shall begin at 0001 hours on the first day of each month and shall end at 2400 hours on the last day of each month.

The report shall contain, but is not limited to, the following information:

1. The total number of requests received from the CITY.
  2. The total number of requests for which responses were completed within the following time intervals:
    - a. Eight (8) minutes, zero (0) seconds or less;
    - b. More than eight (8) minutes.
    - c. For any responses in excess of eight (8) minutes, the COMPANY shall provide the CITY with specific reasons why the response could not be completed within eight (8) minutes. THE CITY MAY CONSIDER THAT JUSTIFICATION FOR WAIVING THE PENALTY FEE.
  3. The total number of transfers to our requests for assistance from another company, the reason for the transfers or requests, the times at which these transfers or requests were made and a summary of the response to these transfers as described in Section 2 above. (Note: The times of the assisting company will be part of the provider's times for the month.)
  4. The total number of requests canceled en route and the time of cancellation.
  5. The nature (chief complaint) of all calls shall be provided.
- C. If at any time, the aforementioned reports indicate that the Response Standards prescribed in Section A above were not met, the COMPANY must provide an explanation for the non-compliance. If this explanation is unsatisfactory to the CITY, the CITY may require the COMPANY to prepare a plan by which the prescribed standards will be met in the future.

Said plan will be submitted within ten (10) calendar days after receipt by the COMPANY of the CITY'S request for said plan. Upon approval of the plan by the CITY, the COMPANY shall implement the plan within then (10) calendar days, unless otherwise extended by the CITY.

If within four (4) weeks of implementation of the plan, the Response Standards prescribed in Section A are still not being met, the COMPANY will be in breach of this service agreement.

## **5. EQUIPMENT**

- A. The COMPANY shall own a minimum of three (3) fully equipped ALS ambulances to perform the services described above.
- B. These ambulances shall be equipped, maintained and operated in accordance with all the laws, ordinances, rules and regulations of the City of Warren, State of Ohio, and the OALB.
- C. These ambulances shall be painted in a uniform manner and have the COMPANY'S name clearly printed thereon.
- D. On a twenty-four (24) hour a day, seven (7) days a week basis, the ambulances shall be staffed and available for dispatch as determined by the anticipated workload.
- E. The COMPANY shall be responsible for the maintenance and repair of all ambulances.
- F. The COMPANY shall provide to the CITY an inventory of all ambulances used to provide the service described above and shall notify the CITY of each change to this inventory in the required monthly reports.

## **6. SUPPLIES**

- A. All supplies prescribed by Ohio Revised Code, OALB and local protocol shall be provided and supplied in the ambulances by the COMPANY.

## **7. PERSONNEL**

- A. The COMPANY shall have a sufficient number of dispatchers, medical personnel and drivers to perform the services described below.
- B. All medical personnel shall have the applicable professional qualifications as prescribed by Ohio Revised Code, OALB and local protocol.
  - 1. For each advanced life support unit, the medical personnel shall include, at a minimum, one (1) certified emergency medical technician and one (1) paramedic unless otherwise dictated by medical protocol.
- C. All drivers shall have the applicable license required by the laws of all of the State of Ohio.

- D. The COMPANY shall have a formal process for orientation of new employees to the applicable policies and procedures of the COMPANY and to the applicable provisions of the agreement for service with the CITY.
- E. The COMPANY shall have a formal process for continuing education, remedial instruction and in-service training of employees.
- F. The COMPANY, upon request of the CITY and to the extent permitted by law, shall make available the following information:
  - 1. List of current employees and, as appropriate, their medical certification and/or driver's license number.
  - 2. Current work schedule.
  - 3. Current orientation, curriculum and training policy.
- G. The COMPANY shall establish no incentive program, which is designed to encourage personnel to provide medically unnecessary service for which any person may be charged under this Agreement.

## **8. COMMUNICATIONS**

- A. The COMPANY shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching locations and elsewhere, as may be necessary to perform the services described above.
- E. The COMPANY shall receive communication for requests for service from the City in a manner determined by the CITY.
  - 1. The primary source of requests for service from the CITY shall be from a direct connection between the CITY and the provider.

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- B. Such meetings may be requested by either the CITY or the COMPANY.

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement, made the **1st** day of **September, 2018**, by and between the City of Warren (hereinafter CITY) and:

**Med Star EMS & Transport, Inc.**

**1600 Youngstown Road SE**

**Warren, OH 44484**

**330-394-6611**

**FED. ID#34-1418646**

An Ohio Corporation (hereinafter COMPANY).

WHEREAS, CITY desires to obtain professional services for City's ambulance service needs with an ambulance service provider; and

WHEREAS, COMPANY desires to provide such professional services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CITY and COMPANY agree as follows:

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**2. SERVICES:**

COMPANY shall provide such professional services as are described in Attachment 1 (Scope of Services).



### **3. INDEMNIFICATIONS AND INSURANCE:**

COMPANY hereby agrees to release, indemnify and save harmless CITY, its officers and employees from any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims (but only to the extent brought by employees of COMPANY against CITY), of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, its negligent performance and/or any and all intentional, willful or wanton performance or acts hereunder, and including such acts and omissions of officers, employees and agents of COMPANY, arising out of the performance of this contract.

The insurance requirements prescribed herein shall not be deemed to in any way limit or define the obligations of COMPANY hereunder. The indemnification provisions prescribed herein shall not be deemed to in any way limit or define the COMPANY'S obligation to provide insurance as required herein or limit or define the CITY'S rights as "additional insured" under the required policy or policies.

COMPANY shall attach certificates of insurance for such policy or policies to this Agreement at the time of signing. The City of Warren Law Director shall review and approve insurance before COMPANY is authorized to commence work under this Agreement. The CITY reserves the right to refuse, prior to the commencement date of services under this Agreement, insurance written by an unacceptable company. The amounts of insurance required are as follows:

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**D. Workers' Compensation Coverage**

COMPANY shall, at all time during the terms of the Agreement, subscribe to and comply with the Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save CITY, its officer and agents harmless from any and all liabilities arising from or under such act.

COMPANY shall attach hereto a copy of the official certificate of receipt, evidencing compliance with Workers' Compensation laws of the State of Ohio.

**E. Notice of Termination**

Each of the foregoing insurance policies shall contain a provision providing for thirty (30) days notice to the City by the insurer in the event that any policy, or portion thereof, is canceled, or the coverage under said policy is reduced, or the policy is not renewed. In addition, in the event that it is notified of requests, or becomes aware of a reduction in insurance coverage, the COMPANY shall immediately notify the CITY in writing of such reduction in coverage. Such reduction may render the COMPANY in breach of contract.

**F. City as Additional Insured**

COMPANY shall cause the CITY to be named as an additional insured in each of its insurance policies for general comprehensive, automobile liability and professional liability insurance. An “additional insured” shall mean, for the purpose of this Agreement, that the CITY, its officers, agents and employees shall be covered under the policies carried by the COMPANY for general comprehensive, automobile liability and professional liability, in the event that the CITY, its officers, agents or employees are enjoined as a party defendant in a suit or claim in which the COMPANY is allegedly jointly liable. The fact that the CITY has been named as an additional insured shall be evidenced by written notice from the insurer and endorsed on the certificate(s) of insurance.

**4. EXPENSES:**

Except as may be otherwise indicated by Exhibit A - “Scope of Services”, COMPANY shall be responsible for all business expenses incurred under this Agreement and shall furnish all materials, tools, equipment and all other items necessary to perform the services set forth in this Agreement. Except as may be otherwise indicated by Exhibit A - “Scope of Services”, no reimbursement will be offered by CITY for any such expenses.

**5. FEES / RATES FOR SERVICE:**

COMPANY agrees that no charge shall be made or levied upon the CITY for performance of any ambulance services described herein.

**6. CONFLICT:**

COMPANY covenants that COMPANY has no interest and shall acquire no interest, which would conflict with the performance of services under this Agreement.

**7. ASSIGNMENT:**

Neither CITY nor COMPANY may assign this Agreement without the written approval of the other, and any attempted assignment without such consent shall be null and void.

Notwithstanding the above, COMPANY may assign or subcontract this Agreement, or any or all of the services required by this Agreement, to any of its subsidiaries or affiliates, which are wholly-owned, operated or controlled by COMPANY.

**8. DISCRIMINATION:**

COMPANY shall comply with federal, state and local laws, which prohibit discrimination.

**9. PERFORMANCE SECURITY:**

- A. Amount and Form: COMPANY shall provide to the CITY a performance bond in the total amount of Ten Thousand Dollars (\$10,000.00), to guarantee that COMPANY will faithfully perform under the Agreement and complete the Agreement according to its terms and specifications.
- B. Exercise of Rights: CITY's exercise of its rights under the above-described performance security bond shall be solely conditioned upon CITY's declaration of a Default under this Agreement (as defined below), written notice thereof by CITY to COMPANY, the COMPANY's failure to cure as provided herein, and the early termination of this Agreement by CITY.

**10. DEFAULT:**

- A. Default Defined: Conditions and circumstances, which shall constitute a Default by the COMPANY, unless waived by CITY, shall include the following:
  - 1. Failure of COMPANY to operate the ambulance service system in a manner which enables COMPANY to remain in substantial compliance with the requirements of applicable federal, state or local laws, rules and regulations;
  - 2. Chronic failure to maintain equipment and facilities in accordance with manufacturer recommended maintenance procedures (or reasonably

equivalent maintenance procedures adopted by the COMPANY);

3. Chronic failure to meet or exceed the response time standards required hereunder (to the extent described in Section 3 of the Scope of Service);
4. Chronic failure by the COMPANY to timely and properly submit monthly reports and such other material information required to be furnished to CITY by the terms of this Agreement;
5. Failure to secure and maintain at all times during the term of this Agreement a performance bond or escrow account satisfying the requirements of Section 9A hereof;
6. Failure to purchase and maintain in force insurance meeting the material requirements set forth in this Agreement;
7. The assignment or attempted assignment of this Agreement by the COMPANY except as permitted by this Agreement; and;
8. Any other material failure of performance or failure to comply with the material terms of this Agreement, which is determined by CITY to constitute a significant endangerment to public health and safety.

B. Default; Cure Period and Forfeiture of Performance Security: If CITY declares the COMPANY to be in Default, CITY shall give COMPANY written notice describing with reasonable specificity the nature of the Default. Within ten (10) days of its receipt of such notice, the COMPANY shall deliver to CITY a written plan to cure such Default. The COMPANY shall deliver to CITY an update of its efforts to cure the Default every ten (10) calendar days until such default is completely cured. If COMPANY fails to cure such noticed default within thirty (30) calendar days (or such longer period of time as is approved by CITY) after its receipt of notice of default, CITY may immediately terminate this Agreement

and draw on the performance security as provided in Section 9A hereof, pursuant to the terms and conditions of this Agreement. If this Contract is so terminated by CITY, the COMPANY shall cooperate completely and immediately with CITY to effect a prompt and orderly transfer of all responsibilities to CITY or its designated contractor.

**11. FINANCIAL INTEGRITY:**

COMPANY insures that it is not in arrears to the CITY upon any debt or contract, and the COMPANY is financially sound, being neither insolvent nor bankrupt.

**12. ENTIRE AGREEMENT:**

This Agreement, along with the Attachments hereto, supersedes and terminates any prior agreement between the parties and constitutes the entire agreement between the parties. No statement, promise, condition, understanding or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid. Any amendments to this Agreement shall be effective only if in writing and signed by both parties. In the event of any inconsistency between the terms of this Agreement and any Attachment hereto, the terms of this Agreement shall govern.

**13. 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.

**14. FORCE MAJEURE:**

COMPANY shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of COMPANY, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to

obtain labor, materials or facilities. Nevertheless, COMPANY shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the CITY of the problem.

**15. NOTICES:**

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

**16. TERM:**

The term of this Agreement shall be retroactive from the 1<sup>st</sup> day of **September, 2018** until the 31<sup>st</sup> day of **August, 2020**. This Agreement may be renewed for a specified term, by mutual agreement of the parties. Notwithstanding the foregoing, if any legislation, regulation or government policy is passed or adopted, or if these laws, regulations or policies are interpreted in a manner that would materially affect COMPANY's business or the implementation of this Agreement as written, the COMPANY shall provide notice of such law, regulation or policy to CITY and the parties agree to negotiate in good faith within thirty days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, either party may terminate this Agreement on thirty days advance written notice.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto affix their signatures on the date indicated.

WITNESSES:

*James Thompson*  
*Myra Melitz*

CITY OF WARREN  
BY: BOARD OF CONTROL

*Will D. Felt* 9-6-18  
MAYOR DATE

*Edell* 9-6-18  
DIRECTOR OF PUBLIC SERVICE AND SAFETY DATE

MED STAR EMS & TRANSPORT, INC.

BY: *Joseph W. Robinson*  
DATE

NAME: JOSEPH W ROBINSON

**CERTIFICATE OF AVAILABILITY OF FUNDS**

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the Contract has been made has been lawfully appropriated for the purposes of the Contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations or certificates now outstanding.

*Vito*  
AUDITOR

APPROVED AS TO FORM AND CORRECTNESS:

*[Signature]*  
DIRECTOR OF LAW



# ATTACHMENT 1 SCOPE OF SERVICES

## 1. PURPOSE

The purpose of this Agreement for Ambulance Service is to ensure that COMPANY will provide ambulance service to the ill or injured persons within the City of Warren and to provide transportation and temporary medical assistance until such time as such persons have been transported to a duly qualified hospital or medical facility.

## 2. SCOPE OF WORK

### General Requirements:

COMPANY shall have and maintain a license to operate ambulance service as provided by the Ohio Ambulance Licensure Board pursuant to Ohio Revised Code, Section 4766.

COMPANY shall operate continuously and without interruption for twenty-four (24) hours each day and for seven (7) days per week an emergency ambulance service as herein required.

COMPANY shall respond to all E-911 calls as directed including, but not limited to, EMS incidents, fire and hazardous materials incidents, or other incidents as directed by the Warren Fire Department and/or Police Department.

- A. Emergency ambulance service shall include the provision of prompt and efficient delivery of an appropriate number of Advanced Life Support (ALS) ambulance unit(s) to deliver initial medical assistance to sick, disabled and injured persons throughout the City and the transportation of such persons to the hospital as appropriate.

The services shall be provided in accordance with all laws, ordinances, rules, regulations and protocols applicable thereto.

- B. Calls for service through Warren E-911 Center when the caller does not specifically request a specific ambulance company. In such case, the E-911 operator shall open a line of communication with the Company and the caller. The City operator may monitor any and all calls for accuracy of information, as well as quality control. The Company shall be responsible to Emergency Medical Dispatch (EMD) the call in accordance with the Trumbull County Medical Director's protocol. The Company shall determine the level of service in accordance with the medical director protocol and shall promptly provide such service to the citizen(s) in accordance with below stated time frames.
- C. The Company shall agree to respond one (1) ALS ambulance to all reported working structure fires within the City, once notified of such by Warren E-911 and shall have no less than one (1) ALS ambulance unit stand by at such fires until released by the fire officer in charge.
- D. The CITY shall reserve the right to request from other providers any specialized service that is not available through the contract provider.

### **3. PERFORMANCE STANDARDS:**

All ambulances that respond to E-911 calls pursuant to this Agreement must meet the performance standards set forth below:

- A. The COMPANY shall respond to all requests for emergency medical service received from the CITY in eight (8) minutes or less.
- B. All response time shall be measured or calculated as the time elapsed between:
  - 1. The time at which the call is dispatched by the CITY OF WARREN to the responding COMPANY, and,
  - 2. The time at which the ambulance personnel arrive on scene.
- C. There shall be no significant disparities in response times by time of day or geographic areas. Responses that are deemed non-emergencies at the time of dispatch will not be included in the response standard.
- D. A request for service involving any emergency requests shall take precedence over all requests for service involving basic non-emergency requests.
- E. The COMPANY shall pay the CITY one hundred dollars (100.00) for each call that exceeds the eight (8) minute or less response time requirement as specified in Section 4.B.
- F. The COMPANY shall pay to the CITY One Thousand Dollars (\$1,000.00), for the first offense if it is proven by the City that their record of time has been altered, or is inaccurate due to falsification. Any further offenses involving falsification shall constitute a Default under the Agreement.

### **4. RECORDS**

- A. The AMBULANCE COMPANY shall maintain a record of all requests for service received from the CITY. The record shall include, but is not limited to:
  - 1. All calls received by the CITY for requests for emergency medical services.
  - 2. Time of receipt of dispatch from the City of Warren's E-911, which should be the same as 3.B.
  - 3. Time the COMPANY dispatched its ambulance personnel.
  - 4. Time at which the ambulance personnel arrive on scene.
  - 5. Time at which the ambulance personnel are ready to exit the ambulance at the scene of the incident or time of cancellation of request for service.
  - 6. Time of departure of the ambulance from the scene; and
  - 7. Time of arrival of the ambulance at the hospital.

- B. The COMPANY shall provide to the CITY a monthly report that summarizes the COMPANY'S response time performance for the preceding calendar month. Said report shall be submitted within seven (7) days after the end of the monthly period and shall be addressed to Kisha Jackson, **Administrative Coordinator, 391 Mahoning Ave., NW, Warren, Ohio 44483.**

Note: A month shall begin at 0001 hours on the first day of each month and shall end at 2400 hours on the last day of each month.

The report shall contain, but is not limited to, the following information:

1. The total number of requests received from the CITY.
  2. The total number of requests for which responses were completed within the following time intervals:
    - a. Eight (8) minutes, zero (0) seconds or less;
    - b. More than eight (8) minutes.
    - c. For any responses in excess of eight (8) minutes, the COMPANY shall provide the CITY with specific reasons why the response could not be completed within eight (8) minutes. THE CITY MAY CONSIDER THAT JUSTIFICATION FOR WAIVING THE PENALTY FEE.
  3. The total number of transfers to our requests for assistance from another company, the reason for the transfers or requests, the times at which these transfers or requests were made and a summary of the response to these transfers as described in Section 2 above. (Note: The times of the assisting company will be part of the provider's times for the month.)
  4. The total number of requests canceled en route and the time of cancellation.
  5. The nature (chief complaint) of all calls shall be provided.
- C. If at any time, the aforementioned reports indicate that the Response Standards prescribed in Section A above were not met, the COMPANY must provide an explanation for the non-compliance. If this explanation is unsatisfactory to the CITY, the CITY may require the COMPANY to prepare a plan by which the prescribed standards will be met in the future.

Said plan will be submitted within ten (10) calendar days after receipt by the COMPANY of the CITY'S request for said plan. Upon approval of the plan by the CITY, the COMPANY shall implement the plan within then (10) calendar days, unless otherwise extended by the CITY.

If within four (4) weeks of implementation of the plan, the Response Standards prescribed in Section A are still not being met, the COMPANY will be in breach of this service agreement.

## **5. EQUIPMENT**

- A. The COMPANY shall own a minimum of three (3) fully equipped ALS ambulances to perform the services described above.
- B. These ambulances shall be equipped, maintained and operated in accordance with all the laws, ordinances, rules and regulations of the City of Warren, State of Ohio, and the OALB.
- C. These ambulances shall be painted in a uniform manner and have the COMPANY'S name clearly printed thereon.
- D. On a twenty-four (24) hour a day, seven (7) days a week basis, the ambulances shall be staffed and available for dispatch as determined by the anticipated workload.
- E. The COMPANY shall be responsible for the maintenance and repair of all ambulances.
- F. The COMPANY shall provide to the CITY an inventory of all ambulances used to provide the service described above and shall notify the CITY of each change to this inventory in the required monthly reports.

## **6. SUPPLIES**

- A. All supplies prescribed by Ohio Revised Code, OALB and local protocol shall be provided and supplied in the ambulances by the COMPANY.

## **7. PERSONNEL**

- A. The COMPANY shall have a sufficient number of dispatchers, medical personnel and drivers to perform the services described below.
- B. All medical personnel shall have the applicable professional qualifications as prescribed by Ohio Revised Code, OALB and local protocol.
  - 1. For each advanced life support unit, the medical personnel shall include, at a minimum, one (1) certified emergency medical technician and one (1) paramedic unless otherwise dictated by medical protocol.
- C. All drivers shall have the applicable license required by the laws of all of the State of Ohio.

- D. The COMPANY shall have a formal process for orientation of new employees to the applicable policies and procedures of the COMPANY and to the applicable provisions of the agreement for service with the CITY.
- E. The COMPANY shall have a formal process for continuing education, remedial instruction and in-service training of employees.
- F. The COMPANY, upon request of the CITY and to the extent permitted by law, shall make available the following information:
  - 1. List of current employees and, as appropriate, their medical certification and/or driver's license number.
  - 2. Current work schedule.
  - 3. Current orientation, curriculum and training policy.
- G. The COMPANY shall establish no incentive program, which is designed to encourage personnel to provide medically unnecessary service for which any person may be charged under this Agreement.

## **8. COMMUNICATIONS**

- A. The COMPANY shall have and maintain appropriate communications equipment in all of its ambulances, in all dispatching locations and elsewhere, as may be necessary to perform the services described above.
- E. The COMPANY shall receive communication for requests for service from the City in a manner determined by the CITY.
  - 1. The primary source of requests for service from the CITY shall be from a direct connection between the CITY and the provider.

## **9. PHYSICAL PLANT**

- A. The COMPANY shall have and maintain a physical plant with sufficient capacity to store all equipment and supplies to accommodate all personnel and to operate all communications systems required to perform the services above.
- B. The COMPANY shall maintain physical housing location(s) within the CITY to accommodate vehicles used for CITY service.

## **10. HOSPITAL SELECTION**

The COMPANY shall be responsible for the selection of the hospital to which a sick, disabled or injured person is transported in accordance with the Trumbull County Trauma/Medical Director's protocol. The CITY shall not be obligated in any circumstances to select a hospital.

## **11. MUTUAL AID**

To fulfill the requirements of the agreement with the CITY, the COMPANY may transfer a call to another local ambulance service or make a request for assistance in accordance with the plan. However, such transfer or request shall not relieve the COMPANY of any of its obligations to the CITY, nor shall the CITY be obligated to pay any fee or assessment for such.

## **12. COOPERATION**

- A. The COMPANY shall cooperate appropriately with the CITY in the conduction of training, instruction, exercises, critiques, and complaints relating to emergency incidents
- B. The COMPANY shall cooperate with the CITY or its agents in all studies reasonable in scope and relating to the service provided pursuant to the agreement with the CITY.
- C. The COMPANY shall agree to fall under the City of Warren's Unified Incident Command System when operating at an incident with multiple agencies present.

## **13. RECORDS AND INSPECTIONS**

- A. The COMPANY shall maintain appropriate records relating to all requests for service received from the CITY under this Agreement.
- B. The COMPANY shall, upon request of the CITY, permit inspection of all premises, equipment, supplies and appropriate records used to provide service under this Agreement.

## **14. MEETINGS**

- A. The COMPANY may meet with representatives of the CITY to discuss the reports and other such matters as may be relevant to the provision of service under this Agreement, including events that were beyond the control of the CITY or the COMPANY that may have affected the ability of the Company to meet the Response Time Criteria of this Agreement.
- B. Such meetings may be requested by either the CITY or the COMPANY.



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00849103

Period Specified Below  
07/01/2018 to 07/01/2019

MED STAR EMERGENCY MEDICAL SERV & TRANS  
PO BOX 2156  
WARREN, OH 44484-0156

[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC



Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



MEDSTAR-01

D1SPOLING

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DeVenne Insurance P.O Box 21955 Columbus, OH 43221	CONTACT NAME: Sarah Poling	PHONE (A/C, No., Ext): (614) 945-4505	FAX (A/C, No.): (614) 259-2048
	E-MAIL ADDRESS: spoling@devenneinsurance.com		
INSURED  Med Star EMS & Transport, Inc. PO Box 2156 Warren, OH 44484	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Markel Corporation Group		
	INSURER B : Markel Insurance Company		38970
	INSURER C : Cincinnati Insurance Company		10677
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		X	MTK70002919-01	07/17/2018	07/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 STOPGAP LIABILI \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MTA70002919-01	07/17/2018	07/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			TBD	08/28/2018	07/17/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Performance Bond			TBD	08/29/2018	08/29/2019	City of Warren 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is named as obligee with regard to the performance bond referenced above.

### CERTIFICATE HOLDER

### CANCELLATION

City of Warren 391 Mahoning Ave NW Warren, OH 44483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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