

CONTRACT FOR EMERGENCY AMBULANCE SERVICE

THIS AGREEMENT is entered into and between the Town Council of Sunman (hereinafter referred to as Town) and Sunman Area Life Squad (hereinafter referred to as EMS unit)

WHEREAS the town has appropriated certain funds for expenditure in providing emergency ambulance service to the citizens and visitors of Sunman; and,

WHEREAS the town desires to contract for emergency ambulance services and expend the appropriations available to said EMS unit; and,

WHEREAS the above named EMS unit is capable of providing primary emergency medical services to the Town and secondary service in cooperation with other EMS units within Ripley County.

IT IS THEREFORE AGREED:

1. TERM This contract shall be for the period of January 1, 2026 through December 31, 2026.
2. SCOPE OF SERVICE An ambulance shall be called to be on the scene of each life-threatening emergency as determined by the dispatcher at the time of the call. The EMS Unit shall assure "first-out" ambulance coverage 24 hours per day with at least the minimum acceptable crew configuration as determined by the state EMS commission.
3. STANDARD OF OPERATION
 - a. EMS unit agrees to conform and comply in the performance of the services specified and contemplated here within, with the rules and directives of the Indiana EMS commission as they apply to EMS units and personnel operating in the state of Indiana.
 - b. EMS unit shall use Margaret Mary Health for its EMS sponsorship and the physician selected by MMH as its medical director.
4. AMBULANCE SERVICE CONTRACT LIABILITY INSURANCE EMS unit agrees that it will at all times keep in force and effect insurance coverage as follows:
 - a. Automobile liability insurance in an amount not less than that required by the Indiana EMS commission for injury to, or death of, any person by reason of carelessness of or negligence of the driver of such ambulance, and for damages to property resulting from any single accident by reason of the carelessness or negligence of the driver of s

- b. such ambulance, issued by an insurance company licensed to do business.
- c. Uninsured motorist coverage in the amount equal to the bodily injury liability limits set forth above.
- d. Medical malpractice insurance to provide for limitation of each claim of not less than that required by the state EMS commission.

Satisfactory evidence that such insurance is at all times in force and effective shall be furnished to the Town upon request and in such form as they specify.

- 5. PURCHASING PROGRAM EMS unit shall be solely responsible for purchasing, maintaining, and replacing any and all motor vehicles, radios, personal property, and equipment of whatever nature and kind that is needed to adequately perform its obligations.
- 6. CONTRACT PRICE Said EMS unit shall furnish its equipment and personnel to operate the same for the furnishing of emergency ambulance services throughout its service area and cooperate with other EMS units in Ripley County for back-up services. In consideration, the Town agrees to pay said EMS unit the sum of \$13,000.00, paid annually as funds are available.
- 7. INDEMNITY The EMS unit executes this contract as an independent contractor, it being recognized that the EMS unit shall save harmless the Town from any liability to any person, firm, partnership, association, or corporation which may result from the activities of said EMS units in its duties connected with providing emergency ambulance services.
- 8. VIOLATIONS
 - a. Violations of the provisions of this contract may result in retention of contract payment until said violation is corrected to the satisfaction of the Town. This does not serve to limit any other remedies available to the Town in law or equity. Each day that any violation of this contract is committed or permitted to continue shall constitute a separate offense.
 - b. The Town is authorized to revoke or suspend this contract if the EMS unit fails to maintain the basic qualifications for state certification or otherwise constitutes a danger to the safety and health of patients.
- 9. INDEPENDENT CONTRACTOR STATUS The EMS unit shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Town. The EMS unit shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and

shall, and shall be solely and responsible for the acts and omissions of its officers, agents, employees and members. Nothing herein shall be construed as creating a partnership or joint venture between the Town and the EMS unit. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the Town nor shall any person be entitled to any benefits available as granted to the employees of the Town. The EMS unit shall not enter any subcontractors for performance of its responsibilities under this contract without the written consent of the Town.

IN WITNESS WHEREOF, the parties have been executed this agreement this 20 day of the month of Nov, 2025.

SUNMAN TOWN BOARD

Carol Estabrook

[Signature]

[Signature]

SUNMAN AREA LIFE SQUAD

Chief Brian S. Maynard

Wanda Zins (Treasurer)

Attest. Cheryl A. Taylor