

**LEWIS COUNTY, KENTUCKY**  
**EMERGENCY AND NON-EMERGENCY MEDICAL TRANSPORTATION**  
**SERVICES AGREEMENT**

This Emergency and Non-Emergency Medical Transportation Services Agreement (“**Agreement**”) is hereby entered into on this 1<sup>st</sup> day of May, 2022, by and between the **COUNTY OF LEWIS**, acting by and through the Lewis County Fiscal Court (“**County**”), and **PORTSMOUTH EMERGENCY AMBULANCE SERVICE, INC. (“PEASI”)**, an Ohio corporation with the authority to conduct business in the Commonwealth of Kentucky, located at 323 Clarksburg Road, Vanceburg, Lewis County, Kentucky 41179.

**WHEREAS**, County seeks to protect the health, safety, and welfare of its citizens by ensuring the continued provision of professional, competent, and cost-effective pre-hospital emergency transportation services and non-emergency transportation medical services;

**WHEREAS**, PEASI is currently licensed to provide Class I ALS/BLS ground ambulance services in Lewis County, Kentucky, and is the only licensed provider of ground ambulance services in Lewis County, Kentucky;

**WHEREAS**, County is authorized under KRS 67.080 to regulate and control the fiscal affairs of the County and appropriate county funds according to Kentucky law for lawful purposes, including, but not limited to, assisting with ensuring the continued provision of Class I ALS/BLS ground ambulance services for its citizen;

**NOW, THEREFORE**, in consideration of the above premises and the terms and conditions set forth below, the parties mutually agree as follows:

**ARTICLE I. SCOPE OF SERVICES TO BE PERFORMED BY PEASI.**

1.1 Pursuant to Kentucky law and License Number 1676, PEASI shall continue to provide Class I ALS/BLS ground ambulance services in compliance with all licensure, billing, and reimbursement requirements in Lewis County, Kentucky from its base station located at 323 Clarksburg Road, Vanceburg, Lewis County, Kentucky 41179.

1.2 PEASI shall continue to be responsible for providing the vehicles, equipment, materials, and staff/personnel required to continue to provide the Class I ALS/BLS ground ambulance services within Lewis County.

**ARTICLE II. TERM OF AGREEMENT.**

2.1 To enable County to fulfill its obligations regarding the public health, safety and welfare of its citizens, the terms and conditions contained in this Agreement remain in effect for an initial term beginning May 1, 2022 at 12:00 a.m. through midnight on April

30, 2023. Either party may terminate this Agreement by giving 30 days prior written notice.

### **ARTICLE III. AUTHORIZED EMERGENCY AND NON-EMERGENCY MEDICAL AMBULANCE SERVICE FEE.**

3.1 In accordance with KRS 67.080, and as consideration for PEASI's continued provision of emergency and non-emergency Class I ALS/BLS ground ambulance services in Lewis County in compliance with all licensure, billing, and reimbursement requirements, and as the sole Class I ALS/BLS ground ambulance provider in Lewis County, Kentucky, County authorizes PEASI to charge an emergency and non-emergency medical ambulance service fee in the amount of \$16,000.00 per month based on the level of services required to be rendered and all state and federal requirements that PEASI must meet to provide said level of services. The contract amount as stated above is inclusive of an accommodation for rent and utilities. County shall pay the approved service fee to PEASI on the first day of each calendar month.

3.3 PEASI shall ensure that one ambulance shall be in the county to respond for emergency service at all times.

3.4 PEASI shall grant Lewis County 911 dispatch access to its ambulance locator service.

### **ARTICLE IV. INSURANCE AND INDEMNIFICATION.**

5.1 Throughout the term of this Agreement, PEASI shall meet or exceed the insurance requirements through insurance carriers or a program of self-insurance, at its own expense, that includes a comprehensive general liability insurance policy for bodily injury and property damage that covers all services, vehicles, and equipment owned by PEASI.

5.2 Throughout the term of this Agreement, PEASI agrees to maintain and continue to provide workers' compensation and employers' liability insurance complying with all Kentucky statutory and regulatory requirements for all its employees and agents to be engaged in the provision of Class I ALS/BLS ground ambulance services in Lewis County.

5.3 The parties covenant and agree that they will indemnify and hold harmless the other party, their officials, employees, agents, officers, owners, and managers from any and all liability. This Indemnification Requirement shall survive the term of this Agreement.

### **ARTICLE V. ASSIGNMENT.**

6.1 This Agreement is not intended nor shall it be construed to inure to the benefit of any third person or entity not a party and no right, duty, or obligation of PEASI or County under this Agreement shall be assigned to any person, private association, corporation, or public body, without the prior written consent of the non-assigning party.



## **ARTICLE VI. COMPLIANCE WITH LAWS.**

7.1 All services furnished by PEASI under this Agreement shall be rendered in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations. It shall be PEASI's responsibility to determine which laws, rules, and regulations apply to the services under this Agreement and to maintain compliance with those applicable standards at all times.

7.2 The parties agree that nothing in this Agreement is intended to be required, nor requires or provides payment for, the referral of transports or patients to PEASI.

7.3 The parties agree that the benefits hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or any other arrangement for the provision of any item or service, or the offer, solicitation, payment, or receipt of illegal remuneration in violation of federal and state laws and regulations.

## **ARTICLE VII. ENTIRE AGREEMENT.**

8.1 This Agreement constitutes the entire Agreement between the parties and there are no other agreements, understandings, warranties, or representations between the parties except as provided. This Agreement cannot be modified or amended except in writing and in agreement with, and acceptance by, all parties.

8.2 This Agreement shall inure to the benefit of and is binding upon the respective parties, their officials, employees, agents, officers, owners, successors, personal representatives, and permitted assigns.

## **ARTICLE VIII. APPLICABLE LAW.**

9.1 The validity, construction, performance, and effect of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Any questions arising thereunder shall be construed or determined according to such law.

## **ARTICLE IX. INVALIDITY; SEVERABILITY.**

10.1 If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all terms, provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, provision, covenant, or condition held to be invalid or unenforceable.

## **ARTICLE X. WAIVER.**

11.1 Except as otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed to be, or shall constitute a waiver of any provision or similar occurrence, whether or not similar, nor shall any waiver be binding unless evidenced by an instrument in writing executed by the party making the waiver.

**ARTICLE XI. NOTICE.**

12.1 Unless otherwise specifically provided herein, all notices required under the terms of this Agreement shall be in writing and served personally or by certified mail, return receipt requested, postage prepaid, to the appropriate parties at the addresses shown below:

**LEWIS COUNTY, KENTUCKY**

Notify: County Judge Executive  
112 Second Street, Room 201  
Vanceburg, Kentucky 41179

**PEASI**

Notify: Michael L. Adkins, President  
2796 Gallia Street  
Portsmouth, Ohio 45662

**IN WITNESS WHEREOF**, the parties have executed this Emergency and Non-Emergency Medical Transportation Services Agreement as of the 16th day of May, 2022.

**LEWIS COUNTY FISCAL COURT**

By: 

Craig A. Stanfield,  
Lewis County Judge Executive

**PORTSMOUTH EMERGENCY AMBULANCE SERVICE, INC.**

By: 

Michael L. Adkins,  
President