



**SALT ROCK TWP. FIRE DEPARTMENT
143 S. GREEN STREET
P.O. BOX 67
MORRAL, OHIO 43337**

MEDICAL SUPPORT AND TRANSPORTATION SERVICES

AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of August 22, 2024, by and between Salt Rock Township Ambulance service that is tax-exempt under Section 501(C)(3) of the Internal Revenue Code (hereinafter referred to as "Salt Rock Twp.") and Ridgedale High School, ("hereinafter referred to as "High School").

BACKGROUND

WHEREAS, High School operates a football program involving games played by the High School's Varsity Team and the High School's Junior Varsity Team;

WHEREAS, Salt Rock Township Fire Ambulance desires to provide medical support and, if needed, transport services to individuals in need of care at football games.

AGREEMENT

Now, therefore, in accordance with the foregoing and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

§ 1. Engagement. High School hereby engages Salt Rock Township Ambulance, and Salt Rock Township Ambulance hereby accepts such engagement to provide Basic Life Support and Transport Services in accordance with the terms of the Agreement.

§ 2. Term. The term of the Agreement shall be for 2024- football season (see Exhibit A), commencing in August 2024 continuing through and including November 01, 2024 (the "Term"), unless sooner terminated pursuant § 9 of the Agreement.

§ 3. Status and Legal Relationship of the Parties. This Agreement is not intended and shall not be construed to create the relationship of agent, employee or partnership between the parties. Salt Rock Township Ambulance and High School shall each have the sole duty, responsibility, control and right to control its respective agents and employees, including, without limitation, recruiting, hiring, training and firing its employees, establishing and providing wages and benefits, and disciplining and terminating employees or others assigned to perform the duties and responsibilities required under the Agreement.

§ 4. Provision of Transport Services and Medical Support Services. Salt Rock Township Ambulance shall supply and staff a Basic Life Support (BLS) Ambulance to provide the Transport Services. Salt Rock Township Ambulance shall comply with all applicable laws and regulations including § 4766.04 of the Ohio Revised Code and Rules of the Ohio Administrative Code and any applicable rules of the Ohio Medical Transportation Board in the provision of ambulance service. The Salt Rock Township Ambulance crew will arrive and remain on the premises based upon the agreed upon time as outlined in the attached schedule. (See Exhibit A).

§5. Payment for Medical Support Services and Transportation.

5.1 Medical Support Services. High School shall pay Salt Rock Township Ambulance for medical support services at a rate of \$300.00, per game, for a total of six games as outlined on the attached exhibit (See Exhibit A). High School shall make payment to Salt Rock Township Ambulance within fourteen (14) days of scheduled event. **Payment shall be sent to the attention of Cathy Hensel at Salt Rock Township Fire and Rescue P.O. Box 65 Morral, Ohio 43337**

5.2 Transportation. Salt Rock Township Ambulance shall bill patients and/or applicable third party payers for the provision of Transport Services. High School agrees to make best efforts to supply any documentation reasonably requested by Salt Rock Township Ambulance to facilitate such billing in advance (or at the time) of such transportation, but in any case, shall provide such documentation no later than 48 hours following the provision of transportation services. Salt Rock Township Ambulance thereafter will make best efforts to collect payment from the patient and/or applicable third party payer.

§6. Advertising and Public Relations. Neither party shall use the name of the other party in any promotional or advertising material without the advance written approval of the party whose name is to be used.

§7. Liability. Each party shall be responsible for its own acts and omissions and those of its respective employees and agents and shall not be responsible for the acts and omissions of the other party or its employees or agents.

§8. Insurance.

8.1. Salt Rock Township Ambulance shall secure and maintain, or cause to be secured and maintained during the term of this Agreement, the following insurance coverage:

(i) General liability insurance in a minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.

(ii) Worker's compensation insurance in amounts required in accordance with applicable laws within the State where work is being performed.

8.2 High School shall secure and maintain, or cause to be secured and maintained, with respect to Facility during the term of this Agreement, the following insurance coverage provided by insurance companies authorized to do business in Ohio:

(i) General liability insurance in a minimum amount of One Million Dollars (\$ 1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate.

(ii) Worker's compensation insurance in amounts required in accordance with applicable law within the State where work is being performed.

8.3 Each party hereto shall cause its insurance carrier to file a certificate of continuous coverage with the other party, and each party hereto immediately, shall notify the other of any notice from its insurance carrier of intent to modify or cancel such insurance coverage.

§9. Termination. This Agreement may be terminated upon written notice by either Party.

9.1 Immediately: (i) if the other party loses its authority or capacity to fulfill its obligations under this Agreement; (ii) upon the other party's bankruptcy or insolvency proceedings, party or if the other party is adjudicated as bankrupt or insolvent, or (iii) upon the appointment of a receiver for all or substantially all of the property of the other party.

9.2 Anytime, without cause, upon seven (7) days prior written notice of intent to terminate.

§10. Indemnification.

10.1 High School hereby agrees to indemnify and hold harmless Salt Rock Township Ambulance from and against any and all claims, costs, actions, causes of action, suits, judgments, damages, liabilities, losses or expenses, including, with limitation, attorney fees and the fees of expert witnesses and other consultants ("costs"), which arise or are asserted against or imposed upon or incurred by Salt Rock Township Ambulance arising out of or resulting from the actions or inactions of High School, its employees, agents or contractors.

10.2 Salt Rock Township Ambulance hereby agrees to indemnify and hold harmless High School from and against any and all claims, costs, actions, causes of action, suits, judgments, damages, liabilities, losses or expenses, including, with limitation, attorneys' fees and the fees of expert witnesses and other consultants ("costs"), which arise or are asserted against or imposed upon or incurred by High School arising out of or resulting from the actions or inactions of Salt Rock Township Ambulance, its employees, agents or contractors.

§11. Compliance with Laws and Standards. Salt Rock Township Ambulance shall provide the Services in a competent and qualified manner in accordance with the applicable standard of care in the Columbus, Ohio Community. Salt Rock Township Ambulance shall comply with all federal, state and local laws applicable to the Services.

§12. Non-waiver. No waiver of any term or condition of this Agreement by either party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of the Agreement.

§ 13. Governing Law. The Agreement is made and entered into in the State of Ohio and should be governed and construed in accordance with the laws of Ohio.

§14. Assignment. The Agreement shall not be assigned in whole or in part by either party hereto without the expressed written consent of the other party.

§15. Invalid Provision. In the event that any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of the Agreement.

§16. Amendment. The Agreement may be amended only by a written instrument signed by the parties hereto.

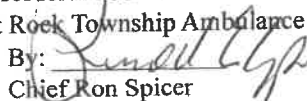
§17. Notices. Any notices required by the Agreement shall be sent to:

Salt Rock Township Ambulance:
Salt Rock Township Fire and Rescue
P.O.Box 65
Morral Ohio 43337
Attention: Cathy Hensel

High School:
Ridgedale High School
Athletics Department
3165 Hillman Ford Road
Morral, OH 43337
Attention: Cherie Leach (740) 360-7209

§ 18. Entire Agreement. The Agreement constitutes the entire agreement between the parties and contains all of the agreements between the parties with respect to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, High School and Salt Rock Township Ambulance have caused this Agreement to be executed effective on the day and year first set forth above.

Salt Rock Township Ambulance
By: 
Chief Ron Spicer

High School
By: 

8/6/2024
(Date)

8/6/24
(Date)

EXHIBIT A

Ridgedale High School

08/09/2024 19:00 - 22:00

09/06/2024 19:00 - 22:00

09/27/2024 19:00 - 22:00

10/11/2024 19:00 - 22:00

10/25/2024 19:00 - 22:00

November 01/2024 starts okayoff