

**FIRE PROTECTION AGREEMENT FOR 2015  
HARRISON TOWNSHIP VOLUNTEER FIRE DEPARTMENT, INC.**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 16<sup>th</sup> day Of May, 2014, with an effective date of January 1, 2015 by and between HARRISON TOWNSHIP VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO.1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of the District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the provision of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. Effective Date and Term. The parties agree and understand that this Agreement shall be for a term of one (1) year, effective as of January 1, 2015, and extending through December 31, 2015.

2. Service Area. The service area covered by the Agreement ("Service Area") shall be all unincorporated areas of Noble Township, including West of US 35, Cass County, which is within the Cass County Fire District No.1.

3. Fire Protection. Department shall provide fire protection and emergency services to the best of their ability, with automatic aid, defined as the dually dispatched responding Department, but not the primary service Department, within the Service Area on a twenty-four (24) hours per day, seven (7) days per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2014, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.

4. Maintenance of Structures and Equipment. Department, shall, at its expense, provide maintenance on all structures and equipment owned by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted.

5. Telephone and Radio Communications: Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

6. Mutual Aid: Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and firefighting forces to each other by way of mutual aid.

7. Non-Exclusive Agreement: Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other unit or units that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

8. Liability, Collision and Comprehensive Insurance: Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

9. Insurance Coverage for Members of Department: Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

(a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause

within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:

(i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and

(ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.

(b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighter.

(c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

10. Compensation and Use of Funds: (a) The District shall pay to Department a total of \$6,000 for the period of the Contract, payable in equal semi-annual installments respectively on July 30, 2014, and December 30, 2014. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 10, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

11. Assignment: This Agreement shall not be assigned by Department without the prior written consent of District.

12. Exchange of Information: Department shall provide District, at the first District meeting in January of each year, the following information:

(a) Current roster of firefighters;



(b) Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall by its Department.

13. Fire Safety Inspections: The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

14. Early Termination. Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.


15. Binding Effect. The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 16 day of

May, 2014.

CASS COUNTY FIRE  
DISTRICT NO.1

HARRISON TOWNSHIP VOLUNTEER  
FIRE DEPARTMENT, INC./HARRISON TWP  
TRUSTEE

  
Karl Myer, Chairman

  
Dave Patty, Vice Chairman

  
Catherine G. Cree, Trustee

**FIRE PROTECTION AGREEMENT FOR 2015  
BETWEEN TOWN OF ROYAL CENTER AND  
CASS COUNTY FIRE DISTRICT #1**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 19<sup>th</sup> day of May, 2014, with an effective date of January 1, 2015 by and between TOWN OF ROYAL CENTER, hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO.1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of the District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the provision of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. Effective Date and Term. The parties agree and understand that this Agreement shall be for a term of one (1) year, effective as of January 1, 2015, and extending through December 31, 2015.

2. Service Area. The service area covered by the Agreement ("Service Area") shall be the unincorporated area of Noble Township, Cass County, which is within the Cass County Fire District No.1.

3. Fire Protection. Department shall provide fire protection and emergency services, as the responding Department to the best of their ability, within the Service Area on a twenty-four (24) hours per day, seven (7) days per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.



4. Maintenance of Structures and Equipment. Department, shall, at its expense, provide maintenance on all structures and equipment owned by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted.

5. Telephone and Radio Communications: Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

6. Mutual Aid: Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and firefighting forces to each other by way of mutual aid.

7. Non-Exclusive Agreement: Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other unit or units that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

8. Liability, Collision and Comprehensive Insurance: Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

9. Insurance Coverage for Members of Department: Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

(a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause

within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:

(i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and

(ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.

(b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighter.

(c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

10. Compensation and Use of Funds: (a) The District shall pay to Department a total of \$15,000 (Fifteen Thousand Dollars) for the period of the Contract, payable in equal semi-annual installments respectively on July 30, 2014 and December 30, 2014. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 10, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

11. Assignment: This Agreement shall not be assigned by Department without the prior written consent of District.

12. Exchange of Information: Department shall provide District, at the first District meeting in January of each year, the following information:

(a) Current roster of firefighters;



(b) Proof of Insurance. Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall.

13. Fire Safety Inspections: The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

14. Early Termination. Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

15. Binding Effect. The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 19<sup>th</sup> day of May, 2014.

CASS COUNTY FIRE  
DISTRICT #1

TOWN OF ROYAL CENTER

Karl E. Myer  
Karl Myer, Chairman

Conrad D. Fennel Pres.

Dave A. Patty  
Dave Patty, Vice Chairman

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**FIRE PROTECTION AGREEMENT FOR 2015  
TWELVE MILE COMMUNITY FIRE DEPARTMENT, INC.**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 15 day of MAY, 2014, with an effective date of January 1, 2015 by and between TWELVE MILE COMMUNITY FIRE DEPARTMENT, INC., hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO.1, hereinafter referred to as "District".

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of the District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the provision of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. Effective Date and Term. The parties agree and understand that this Agreement shall be for a term of one (1) year, effective as of January 1, 2015, and extending through December 31, 2015.

2. Service Area. The service area covered by the Agreement ("Service Area") shall be the unincorporated area of Clay Township, Cass County, which is within the Cass County Fire District No.1.

3. Fire Protection. Department shall provide fire protection and emergency services to the best of their ability, with automatic aid, defined as the dually dispatched responding Department, but not the primary service Department, within the Service Area on a twenty-four (24) hours per day, seven (7) days per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance. In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2015, through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.

4. Maintenance of Structures and Equipment. Department, shall, at its expense, provide maintenance on all structures and equipment owned by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted.

5. Telephone and Radio Communications: Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.

6. Mutual Aid: Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and firefighting forces to each other by way of mutual aid.

7. Non-Exclusive Agreement: Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other unit or units that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

8. Liability, Collision and Comprehensive Insurance: Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such insurance coverage's of Department will be provided by the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

9. Insurance Coverage for Members of Department: Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

(a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause

within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:

(i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and

(ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.

(b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations caused by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighter.

(c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

10. Compensation and Use of Funds: (a) The District shall pay to Department a total of \$8,884 (Eight Thousand Eight Hundred Eighty Four Dollars) for the period of the Contract, payable in equal semi-annual installments respectively on July 30, 2015, and December 30, 2015. In the event that the District does not make a payment within fifteen (15) days of the due date, the District shall incur the late payment penalty provided in IC 5-17-5-1.

(b) The parties agree that the compensation provided in this Section 10, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

11. Assignment: This Agreement shall not be assigned by Department without the prior written consent of District.

12. Exchange of Information: Department shall provide District, at the first District meeting in January of each year, the following information:

(a) Current roster of firefighters;



(b) Department covenants to maintain itself in full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall by its Department.

13. Fire Safety Inspections: The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

14. Early Termination. Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2014, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

15. Binding Effect. The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

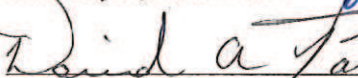
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 15<sup>th</sup> day of May, 2014.

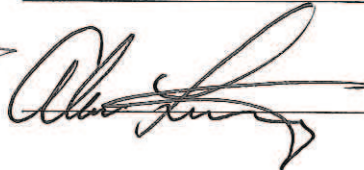
CASS COUNTY FIRE  
DISTRICT NO.1

TWELVE MILE COMMUNITY  
FIRE DEPARTMENT, INC.

  
Karl Myer, Chairman

 Chief

  
Dave Patty, Vice Chairman





**FIRE PROTECTION AGREEMENT BETWEEN  
CASS COUNTY FIRE DISTRICT #1 AND  
MIAMI TOWNSHIP VOLUNTEER FIRE DEPARTMENT  
FOR 2015**

THIS AGREEMENT, hereinafter referred to as "Agreement" is entered into this 30th day of May, 2014 with an effective date of January 1, 2015, by and between MIAMI TOWNSHIP VOLUNTEER FIRE DEPARTMENT, hereinafter referred to as "Department" and CASS COUNTY FIRE DISTRICT NO. 1 hereinafter referred to as "District."

WHEREAS, Department has the desire and the capability of providing fire protection and emergency services to the unincorporated areas of District; and

WHEREAS, District desires to receive fire protection and emergency services from Department; and

WHEREAS, the parties desire to set out their obligations and duties with relation to the continuation of fire protection and emergency services for the District by the Department;

NOW THEREFORE, District and Department agree in consideration of the mutual terms, covenants and conditions hereinafter contained, as follows:

1. **Effective Date and Term.** The parties agree and understand that this Agreement shall be for a term of one (1) year, effective as of January 1, 2015 and extending through December 31, 2015.

2. **Service Area.** The service area covered by the Agreement ("Service Area") shall be (1) the entire unincorporated area of Cass County Fire District No. 1, which includes the unincorporated areas of Noble, Clay and Eel Townships in Cass County, (2) a part of Washington Township, Cass County bounded by the Washington Township line on the West; County Road 350 S on the South; County Road 150 E on the East; and Clinton Street on the North; but excepting from that area the Logansport Industrial Park and the Logansport Municipal Airport; (3) a part of Washington Township, Cass County bounded by 150 E (18<sup>th</sup> Street) on the West; Highway 35 & 24 on the South; County road 335 E on the East and the Wabash River on the North; (4) the grounds for the Logansport State Hospital, including the Department of Correction; and (5) will also include the unincorporated area of Miami Township, Cass County, in the event that Miami Township becomes a part of the district during calendar year 2013.

3. **Fire Protection.** Department shall provide fire protection and emergency services, as the primary responding Department, within the Service Area on a twenty-four (24) hours per day, seven (7) day per week basis. In order to provide those services, Department shall provide the necessary trained, certified and equipped firefighters to respond to all reasonable calls to extinguish fires and for emergency services. All volunteers providing emergency services shall be certified as required by IC 16-31-3-6. Department shall maintain all necessary equipment and supplies needed for such services. Department shall, at its expense, furnish liability insurance.

In the event Department, without cause, fails or refuses to respond to a call to fight fires within the Service Area, District may, at its option, declare this Agreement canceled and be released from any further obligation under this Agreement. In such an event, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2014 through the date of cancellation of this Agreement. If District cancels this Agreement as provided herein, Department shall be released from any further obligation to provide services in the Service Area.

4. **District Equipment.** District owns certain structures and firefighting equipment, listed on Exhibit "A" to this Agreement, which it will permit Department to use in fulfilling its obligations under this Agreement. Department shall be responsible for the maintenance of such structures and equipment and for providing information to District on such maintenance.

5. **Maintenance of Structures and Equipment.** Department, shall, at the District's expense, provide routine maintenance on all structures and equipment owned by District and used by Department, keeping such structures and equipment in good condition at all times, reasonable wear and tear excepted. Any repair or replacement costs shall be paid by the owner of the structure or equipment.

6. **Telephone and Radio Communications:** Department shall establish telephone and radio communications so that in the event of a fire or emergency in any place in the Service Area, it can receive notice of such a fire or emergency. Immediately following such notice, it will go to the fire or emergency with the appropriate equipment and personnel and use its best efforts to address the fire or emergency.



7. **Mutual Aid:** Department shall have the right to enter into reciprocal agreements with units of other fire fighting departments outside the boundaries of the Service Area, whereby the parties agree to furnish equipment and fire fighting forces to each other by way of mutual aid.

8. **Logansport State Hospital:** Department shall follow all terms of the contract between Logansport State Hospital and Cass County Fire District which is attached here to as Exhibit B.

9. **Reimbursement for Equipment:** District will reimburse Department for repair of District's equipment within 30 days of repair. Any repair of equipment over \$200 must be approved by at least two members of the District Board of Trustees. All receipts of equipment repair must have equipment serial numbers or VIN# recorded on the receipt, and the name of the equipment in order for the District to keep track of equipment related expenses.

10. **Non-Exclusive Agreement:** Department shall have the right to enter into agreements whereby it contracts, for compensation, to provide fire protection to any other township or townships that may desire such protection. However, Department will not knowingly enter into any such agreements which would impede its ability to perform under this Agreement to provide adequate fire protection or emergency services response for the District.

11. **Liability, Collision and Comprehensive Insurance:** Department shall, at its own expense, provide its insurance covering liability, collision, and comprehensive insurance. As a condition for providing such insurance, Department shall maintain, at its expense, the current standard form of public liability and damage and collision and comprehensive insurance, which meets minimum standards for volunteer fire departments as required by state law protecting the District against any such liability and loss through an insurance company. In addition, such policy of public liability insurance shall include any structures and equipment owned by District used for fire protection activities by Department. Such policy for public liability insurance shall be not for less than the following limitations: Bodily Injury, each person one million (\$1,000,000.00) or the required statutory amount, whichever amount is greater; Bodily Injury, each accident one million (\$1,000,000.00) or the required statutory amount whichever amount is greater; Property Damage, each accident five hundred thousand (\$500,000.00). Such policy for collision and comprehensive insurance shall be not for less than the agreed value of all of District's structures and vehicles. Such insurance coverage's of Department will be provided by

the inclusion of District's name in Department's policy or by separate policy issued directly to District. In addition, Department shall provide District with a copy of the Declaration Pages for the commercial auto policy and certificates of insurance issued by insurance company with the District endorsed as an additional named insured and loss payee for the truck(s) it owns. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

12. **Insurance Coverage for Members of Department:** Department hereby acknowledges and agrees that a portion of the compensation to be paid by District to Department is paid for the procurement of insurance for the fire fighting members of Department required under Indiana Code 36-8-12-6. Department shall procure such insurance for members of Department so as to be in effect throughout the term of this Agreement with respect to the following coverage's and in not less than the following amounts:

- (a) Accidental injury or smoke inhalation caused by or occurring in the course of the performance of the duties of a firefighter for a cardiac disease event proximately cause within forty-eight (48) hours by or occurring in the course of the performance of the duties of a firefighter while in an emergency situation:
  - (i) for total disability that prevents the member from pursuing his usual vocation, a weekly indemnity of not less than \$290, up to a maximum of 260 weeks; and
  - (ii) for medical expenses, coverage for incurred expenses in an amount not less than \$75,000.
- (b) At least \$150,000 to the beneficiary, beneficiaries or estate of a firefighter if the firefighter dies from an injury or smoke inhalations cause by or occurring in the course of the performance of the duties of a firefighter or from a cardiac disease even proximately caused within forty-eight (48) hours by or occurring in the course of the performance of the duties of a volunteer firefighters.
- (c) At least \$150,000 to the firefighter if the firefighter becomes totally and permanently disabled for a continuous period of not less than 260 weeks as a result of an injury or smoke inhalation occurring in the performance of

the firefighter's duties as a firefighter.

The foregoing coverage's shall be provided under a group plan, if available to the Department. The policy or policies procured pursuant to this Section shall also provide for indemnification (based upon a percentage factor of a whole person) to a member of Department who becomes partially and permanently disabled or impaired as a result of an injury or smoke inhalation occurring in the performance of the firefighter's duties. In the event Department fails to maintain the insurance coverage's required under this Section and District is required to pay the amount that would otherwise have been available under such coverage's to a member of Department under Indiana Code 36-8-12-6(g), the Department shall indemnify and reimburse the District for all payments, costs, and expenses, including reasonable attorney's fees, incurred by the District by reason of the Department's failure to maintain the insurance coverage. Department will also provide evidence satisfactory to District that there is a Worker's Compensation policy in effect during the Fire Protection Agreement. All such insurance policies shall provide that the insurance company shall not terminate coverage on the policy unless the company provides written notice to the District at least thirty (30) days in advance of the termination.

13. **Compensation and Use of Funds:** (a) If Miami Township joins the District; the District shall pay to Department a total of \$764,000 for the period of the Contract, payable in equal semi-annual installments respectively on January 30, 2014, and July 30, 2014. In the event that the District does not make a payment within fifteen (15) days of the due date, the District could incur a late payment penalty fee as provided in IC 5-17-5-1 at the discretion of the Department. All funds and assets from Miami Township will be credited to Cass County Fire District #1's obligation to cover the additional \$174,000 in services that the District would have to pay Miami Township Vol. Fire Dept., in the event Miami Township should join Cass Co. Fire District #1.

(b) If Miami Township does not join the District, then the District shall pay to Department a total of \$590,000 for the period of the Contract, payable in equal semi-annual installments respectively on January 31, 2015, and July 31, 2015. In the event that the District does not make a payment within fifteen (15) days of the due date, the District could incur the late payment penalty provided in IC 5-17-5-1, at the discretion of the Department.



(c) The parties agree that the compensation provided in this Section 11, specifically includes all amounts District may be required to pay under IC 36-8-12-5(a). District shall have no other obligation to make any payments under IC 36-8-12-5(a).

14. **Assignment:** This Agreement shall not be assigned by Department without the prior written consent of District.

15. **Exchange of Information:** The Department shall provide a copy of all detail run sheets on a monthly basis and a member of the Department shall report the run totals and any other pertinent information regarding the building, vehicles or contract performance at the monthly CCFD#1 Board of Trustees meeting. The Department covenants to maintain itself if full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall. The Department shall provide District, at the first district meeting in January of each year, the following information:

- (a) Current roster of firefighters and EMT's and firefighting equipment;
- (b) Proof of Insurance.
- (c) A current copy of each firefighter's list of certifications together with their PSID#;
- (d) Proof of Insurance. Department covenants to maintain itself if full compliance with all applicable NIMS standards and further covenants to file, within 30 days, all activity reports required to be filed with the Office of the State Fire Marshall.
- (f) Annual Run Totals.

16. **Fire Safety Inspections:** The parties agree that the Department may, but will not be obliged, to make fire safety inspections pursuant to IC 36-8-17.

17. **Early Termination.** Except as provided in Section 3 of this Agreement, in the event that either party fails or refuses to comply with any of the provisions of this Agreement, the other party may terminate this Agreement upon providing the defaulting party with written notice of such failure or refusal. In addition, the District may terminate this Agreement with written notice in the event there is a reduction in its budget, its tax revenue, or if the District does not anticipate it will have sufficient funds as published, to make the payments contemplated hereunder. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this Agreement shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is

received. If the Agreement is terminated under this provision, District shall be liable for payment and performance under the terms of the Agreement for the pro rata period of time running from January 1, 2013, through the date of cancellation of this Agreement. If the Agreement is terminated as provided herein, Department shall be released from any further obligation to provide services in the Service Area after the early termination date.

18. **Binding Effect.** The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This Agreement shall be binding on the parties and upon any administrators, successors or assigns thereof. This Agreement may only be amended upon execution of a written amendment, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this  
30<sup>th</sup> day of May, 2015.

CASS COUNTY FIRE  
DISTRICT NO. 1

Karl E. Myer  
Karl Myer, Chairman

Dave A. Patty  
Dave Patty, Vice Chairman

\_\_\_\_\_  
Secretary

MIAMI TOWNSHIP VOLUNTEER  
FIRE DEPARTMENT

Reo Janich Fire Chief

John Wilby President

\_\_\_\_\_

# **FIRE PROTECTION CONTRACT FOR 2015**

**BETWEEN: CASS COUNTY FIRE DISTRICT NO. 1 AND  
WASHINGTON TOWNSHIP**

THIS AGREEMENT MADE BY AND BETWEEN THE CASS COUNTY FIRE DISTRICT NO. 1 AND WASHINGTON TOWNSHIP, CASS COUNTY INDIANA.

The Cass County Fire District No. 1 does hereby agree to furnish Washington Township, Cass County, Indiana, Fire Protection, through its contractor, New Waverly Fire Department, with the aid of their equipment to the best of its ability when called by Central Dispatch during the fiscal year 2015. It is understood that Central Dispatch will notify the Cass County Fire District of every fire emergency within the boundaries as stated below.

The dual coverage area consists of land bounded by the Washington Township line on the west, County road 350 South on the south, County Road 150 East on the east and Clinton Street to the north. The Logansport Industrial Park and the Logansport Municipal Airport are exempted from this area. A seconded area bounded by 150 East (18th Street) on the west, Highway 35 & 24, on the south, County Road 325 East on the east and the Wabash River to the north, will also be covered.

That in consideration of said Cass County Fire District No. 1, providing such fire protection to the residents of Washington Township, Cass County, Indiana, said Township agrees to pay Cass County Fire District No. 1, for services of said year, the total sum of \$20,000.00 to be paid in semi-annual installments due on June 1, 2015 and December 1, 2015.

Both parties recognize that contracts are only binding if Cass County Fire District #1's 2015 budget is fully approved by the Cass County Council of Cass County, Indiana and the Department of Local Government Finance of the State of Indiana. In the event the Cass County Council or the Department of Local Government Finance should fail to approve or fully fund the anticipated revenue of Cass County Fire District's 2015 Budget as submitted and advertised, this contract may be deemed null and void and could be subject to renegotiation by both parties. Both parties recognize that Cass County Fire District #1 must be fully funded in order to employ firemen to provide protection to Washington Township.

Both parties agree that in the event New Waverly Fire Department does not contract with Cass County Fire District, or the District is unable to properly fund New Waverly Fire Department to perform services, this contract will be deemed null and void and services performed will be paid to Cass County Fire District by Washington Township on a pro-rata bases through the date of cancellation of the contract.



Both parties agree that in the event either party fails or refuses to comply with any of the provision of this contract, the other party may terminate this contract upon providing the defaulting party with written notice of such failure or refusal. The notice shall provide the defaulting party with a period of ten (10) days to cure the default. If the defaulting party does not cure the default within the ten (10) day period, this contract shall be terminated effective on the thirtieth (30th) day after the date the written notice of default is received. If the Contract is terminated under this provision, Washington Township shall be liable for performance under the terms of the contract, through the date of cancellation of the contract. If the contract is terminated, Cass County Fire District shall be released from any further obligation to provide services in the service area after the early termination date (with the exception of mutual aid under Indiana code).

The parties hereto shall promptly carry out all acts and agreements herein without undue delay. This contract shall be binding on the parties and upon any administrators, successors or assigns thereof.

Dated this 16<sup>th</sup> day of June, 2014

CASS COUNTY FIRE DISTRICT #1, CASS COUNTY, INDIANA

By Karl E. Myer (Chairman)  
Karl Myer, Chairman

By David A. Patty (Vice Chairman)  
David Patty, Vice Chairman

By \_\_\_\_\_ (Secretary)

Dated this 16 day of May, 2014

By: James F. Mayhill  
James Mayhill, Trustee Washington Township



# EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

BC  
5.18.14

1. RDS Number: B9-3-09-13-HN-1825		2. Date prepared: 4/20/2014	
<b>3. CONTRACTS &amp; LEASES</b>			
<input checked="" type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input checked="" type="checkbox"/> Amendment# 1	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal #	
<input type="checkbox"/> QPA		<input type="checkbox"/> Other	
<b>FISCAL INFORMATION</b>			
4. Account Number: 12840-F6500.531010		5. Account Name: LOGANSPORT STATE HOSPI	
6. Total amount this action: \$95,000.00		7. New contract total: 180,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2013 \$47,500.00			
Year 2014 \$47,500.00			
Year 2015 \$47,500.00			
Year 2016 \$47,500.00			
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 7/1/2012		12. To (month, day, year): 6/30/2016	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated			
<input checked="" type="checkbox"/> RFP# RFQ <input type="checkbox"/> Other (specify)			
14. Agency approval			
40. Agency fiscal officer or representative approval		41. Date Approved	
42. Budget agency approval		43. Date Approved	
44. Attorney General's Office approval		45. Date Approved	
		46. Agency representative receiving from AG	
		47. Date Approved	
15. Requisition Number:			
16. Address: FSSA, Contract Management 402 W WASHINGTON ST RM W363 INDIANAPOLIS, IN 46204			
17. Name: Joe Patton			
18. Telephone #: 317/233-6468			
19. E-mail address: R.Joseph.Patton@fssa.in.gov			
<b>COURIER INFORMATION</b>			
20. Name: FSSA / Contract Management		21. Telephone #: 317.233.4703	
22. E-mail address: Contract.Status@fssa.in.gov			
<b>VENDOR INFORMATION</b>			
23. Vendor ID #: 0000284235		24. Name: CASS COUNTY FIRE DISTRICT NO 1	
25. Telephone #: NA		26. Address: 409 HIGH ST LOGANSPORT, IN 46947	
27. E-mail address: CCFDdistrict1@hotmail.com; Debra.Middleton@fssa.in.gov			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
29. Primary Vendor: M/WBE/IN-Veteran		30. Primary Vendor Percentages	
Minority: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		100.0 %	
Women: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
IN-Veteran: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
31. Sub Vendor: M/WBE/IN-Veteran		32. If yes, list the %:	
Minority: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Minority: %	
Women: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Women: %	
IN-Veteran: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		IN-Veteran: %	
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): NA			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The purpose of this amendment is to add 2 years and \$95,000. Contractor shall provide fire protection services to Logansport State Hospital and North Central Inmate Correctional Facility.			
38. Justification of vendor selection and determination of price reasonableness: A Request for Quote was released to the public to provide fire protection services. Two responses were received. Cass County Fire District Number 1 pricing of \$47,500 per year was lower than the City of Logansport's pricing \$60,000 per year. As such, Cass County Fire District Number 1, was chosen for contract award.			
39. If this contract is submitted late, please explain why. (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval		41. Date Approved	
42. Budget agency approval		43. Date Approved	
44. Attorney General's Office approval		45. Date Approved	
		46. Agency representative receiving from AG	
		47. Date Approved	

RECEIVED

MAY 22 2014

OAG-ADVISORY

**INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION  
AMENDMENT NUMBER ONE  
TO CONTRACT WITH: CASS COUNTY FIRE DISTRICT #1  
EDS NUMBER: B9-3-09-13-HN-1825**

This is an amendment to the Contract (the "Contract") entered into by and between the **Indiana Family and Social Services Administration** (the "State") and **Cass County Fire District #1** (the "Contractor") dated July 1, 2012.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

This Contract for providing fire protection coverage to Logansport State Hospital and the Logansport Juvenile Correction Facility is hereby amended to increase the funds, extend the termination date and add required contract language.

The term of the Contract is being extended for 2 years. The term of the original contract commenced on July 1, 2012 and would have terminated June 30, 2014. It shall now terminate on **June 30, 2016**.

The amount of \$95,000.00 is being added to the total contract amount. Total remuneration shall now not exceed **\$190,000.00**. The rate details for this amendment are set forth on **Attachment AM1**, which replaces **Attachment A** and is attached hereto and incorporated herein.

The following Contract clauses are also being added:

Clause **"11. Confidentiality of State Information and Security and Privacy of Health Information"** has been superseded and replaced in its entirety by the following:

**11. Confidentiality, Security and Privacy of Client Personal Information**

- A. Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.
- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without



limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:

- 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
- 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
- 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
- 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.

D. If Contractor is deemed a Business Associate to the State, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract.

E. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further:

- 1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract or as required by law; provided however, nothing in this Contract shall be construed to permit Contractor use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
- 2) Contractor understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. Upon the State's reasonable request, Contractor will review such safeguards with the State. Contractor will implement the following HIPAA requirements for any forms of PHI or PII that the Contractor receives, maintains, or transmits on behalf of the State:
  - a) Administrative safeguards under 45 CFR § 164.308
  - b) Physical safeguards under 45 CFR § 164.310

- c) Technical safeguards under 45 CFR § 164.312
- d) Policies and procedures and documentation requirements under 45 CFR § 164.316
- 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

F. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Contractor understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Contract, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Contractor's safekeeping (in violation of this Contract and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PHI and/or PII in Contractor's safekeeping:
  - a) Contractor shall notify the State of the Security Incident within one (1) business day of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy Office in a manner reasonably prescribed by the FSSA Privacy Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the one (1) business day.
  - b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Contractor will notify the FSSA Privacy Office within one day of gaining actual knowledge of a breach.
  - c) In collaboration with the FSSA Privacy Office, Contractor shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy Office, including but not limited to Contractor personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.

- d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy Office on an ongoing basis until the investigation is complete.
- e) Contractor and the FSSA Privacy Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy Office.
- f) If it is determined by the FSSA Privacy Office that a Breach has occurred:
  - i. Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
  - ii. Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy Office; the FSSA Privacy Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
  - iii. Contractor accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
  - iv. Contractor will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
  - v. The State, through the FSSA Privacy Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Contractor is directed to do so by the FSSA Privacy Office.



- g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- G. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, or transmit State PHI/PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PHI/PII.
- H. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Contractor has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Contractor). In situations in which Contractor does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- I. Access to Records. Contractor shall make available to HHS and/or the State, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- J. Return of Protected Health Information. Upon request by the State or upon termination of this Contract, Contractor will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State, including PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf and Contractor shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Contractor will not retain any copies of any such PHI and PII and shall warrant same in writing.
- K. At the sole discretion of the State, the State may terminate this Contract for Contractor's material breach of this Section 12.
- L. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.

- M. Drug and Alcohol Records. In the performance of the Services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Contractor will report any unauthorized disclosures of such information in compliance with Section 38.6.
- N. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract. The Contractor shall report any unauthorized disclosures of Social Security numbers to the FSSA HIPAA Compliance Office within one (1) business day of the date of discovery.

- O. Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

Clause 9, "Compliance with Laws" will be modified to include the following federally mandated language:

- I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

The following clause is also added:

**47. Assignment of Antitrust Claims.**

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**



## Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

## Cass County Fire District #1:

By: Karl E. Myer  
 Printed Name: Karl E. Myer  
 Title: Chairman - CCFD #1  
 Date: 5-7-14

## Family and Social Services Administration:

By: Shawn Walters  
 Debra Minott, Secretary (or)  
 Shawn Walters, Chief of Staff  
 Date: 5-15-2014

Approved by:  
 Department of Administration

By: [Signature] (for)  
 Jessica Robertson, Commissioner

Date: 5/18/14

Approved by:  
 State Budget Agency

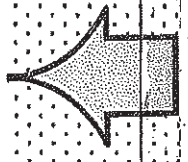
Joseph M. Bailey (for)  
 Brian E. Bailey, Director

Date: 5-20-14

APPROVED as to Form and Legality:  
 Office of the Attorney General

Misty Z. Ziemer (for)  
 Gregory F. Zoeller, Attorney General

Date: 5/23/2014



**ATTACHMENT DOCUMENT SUMMARY**  
4/29/2014**ATTACHMENT:** AM1  
**AGREEMENT #:** 09-13-HN-1825  
**AGREEMENT TERM:** 07/01/2012-06/30/2016**VENDOR INFORMATION:****LEGAL NAME:** CASS COUNTY FIRE DISTRICT NO 1**MAILING ADDRESS:** 409 HIGH ST  
LOGANSPOUT, IN 46947**FSSA CONTRACT CONTACT:** Joe Patton (317) 233-6468  
**EMAIL ADDRESS:** R.Joseph.Patton@fssa.in.gov**FID/SSN:** XX-XXX1612  
**PS Vendor ID:** 0000294235**CHANGE NUMBER:** CH1**FINANCIAL SUMMARY:**

<b>CLAIM PROG ID</b>	<b>SERVICE CODE</b>	<b>PROGRAM</b>	<b>EFFECTIVE DATES</b>	<b>AWARD AMOUNT</b>
09-13-HN-1825-01	3327	Logansport Stat	07/01/2012-06/30/2013	\$47,500.00
09-13-HN-1825-02	3327	Logansport Stat	07/01/2013-06/30/2014	\$47,500.00
09-13-HN-1825-03	3327	Logansport Stat	07/01/2014-06/30/2015	\$47,500.00
09-13-HN-1825-04	3327	Logansport Stat	07/01/2015-06/30/2016	\$47,500.00
<b>TOTAL DOLLAR AMOUNT:</b>				<b>\$190,000.00</b>



**ATTACHMENT DOCUMENT DETAIL**  
**4/29/2014****ATTACHMENT:** AM1  
**AGREEMENT #:** 09-13-HN-1825  
**AGREEMENT TERM:** 07/01/2012-06/30/2016

<b>LEGAL NAME:</b>	CASS COUNTY FIRE	<b>PS VENDOR ID:</b>	0000294235
<b>CLAIM PROGRAM ID:</b>	DISTRICT NO 1	<b>DUNS #:</b>	n/a
<b>PROGRAM TOTAL:</b>	09-13-HN-1825-01 47,500.00	<b>COUNTY:</b>	CASS
<b>FUND DESCRIPTION:</b>	Logansport State Hospital FY13	<b>CFDA NUMBER:</b>	N/A
<b>FEDERAL YEAR:</b>	2012	<b>STATE YEAR:</b>	2013
<b>EFFECTIVE DATES:</b>	07/01/2012-06/30/2013	<b>CLOSE OUT DATE:</b>	08/29/2013

<b>SERVICE INFORMATION:</b>	3327 PHYSICAL PLANT				
<b>SERVICE EFF DATES:</b>	7/1/2012-6/30/2013				
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.3 Fire Protection	7/01/12-6/30/13	QUARTERLY	11,875.0000	47,500.00	
<b>SERVICE TOTAL:</b>					47,500.00





**ATTACHMENT DOCUMENT DETAIL**  
4/29/2014**ATTACHMENT:** AM1  
**AGREEMENT #:** 09-13-HN-1825  
**AGREEMENT TERM:** 07/01/2012-06/30/2016

<b>LEGAL NAME:</b>	CASS COUNTY FIRE	<b>PS VENDOR ID:</b>	0000294235
<b>CLAIM PROGRAM ID:</b>	DISTRICT NO 1	<b>DUNS #:</b>	n/a
<b>PROGRAM TOTAL:</b>	09-13-HN-1825-02 47,500.00	<b>COUNTY:</b>	CASS
<b>FUND DESCRIPTION:</b>	Logansport State Hospital FY14	<b>CFDA NUMBER:</b>	N/A
<b>FEDERAL YEAR:</b>	2013	<b>STATE YEAR:</b>	2014
<b>EFFECTIVE DATES:</b>	07/01/2013-06/30/2014	<b>CLOSE OUT DATE:</b>	08/29/2014

<b>SERVICE INFORMATION:</b>	3327 PHYSICAL PLANT			
<b>SERVICE EFF DATES:</b>	7/1/2013-6/30/2014			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.3 Fire Protection	7/01/13-6/30/14	QUARTERLY	11,875.0000	47,500.00
<b>SERVICE TOTAL:</b>				47,500.00



**ATTACHMENT DOCUMENT DETAIL**  
**4/29/2014****ATTACHMENT:** AM1  
**AGREEMENT #:** 09-13-HN-1825  
**AGREEMENT TERM:** 07/01/2012-06/30/2016

<b>LEGAL NAME:</b>	CASS COUNTY FIRE	<b>PS VENDOR ID:</b>	0000294235
<b>CLAIM PROGRAM ID:</b>	DISTRICT NO 1	<b>DUNS #:</b>	n/a
<b>PROGRAM TOTAL:</b>	09-13-HN-1825-03 47,500.00	<b>COUNTY:</b>	CASS
<b>FUND DESCRIPTION:</b>	Logansport State Hospital FY15	<b>CFDA NUMBER:</b>	N/A
<b>FEDERAL YEAR:</b>	2014	<b>STATE YEAR:</b>	2015
<b>EFFECTIVE DATES:</b>	07/01/2014-06/30/2015	<b>CLOSE OUT DATE:</b>	08/29/2015

<b>SERVICE INFORMATION:</b>	3327 PHYSICAL PLANT			
<b>SERVICE EFF DATES:</b>	7/1/2014-6/30/2015			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.3 Fire Protection	7/01/14-6/30/15	QUARTERLY	11,875.0000	0.00
<b>SERVICE TOTAL:</b>				47,500.00



**ATTACHMENT DOCUMENT DETAIL**  
**4/29/2014****ATTACHMENT:** AM1  
**AGREEMENT #:** 09-13-HN-1825  
**AGREEMENT TERM:** 07/01/2012-06/30/2016

<b>LEGAL NAME:</b>	CASS COUNTY FIRE	<b>PS VENDOR ID:</b>	0000294235
<b>CLAIM PROGRAM ID:</b>	DISTRICT NO 1	<b>DUNS #:</b>	n/a
<b>PROGRAM TOTAL:</b>	09-13-HN-1825-04 47,500.00	<b>COUNTY:</b>	CASS
<b>FUND DESCRIPTION:</b>	Logansport State Hospital FY16	<b>CFDA NUMBER:</b>	N/A
<b>FEDERAL YEAR:</b>	2015	<b>STATE YEAR:</b>	2016
<b>EFFECTIVE DATES:</b>	07/01/2015-06/30/2016	<b>CLOSE OUT DATE:</b>	08/29/2016

<b>SERVICE INFORMATION:</b>	3327 PHYSICAL PLANT			
<b>SERVICE EFF DATES:</b>	7/1/2015-6/30/2016			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.3 Fire Protection	7/01/15-6/30/16	QUARTERLY	11,875.0000	0.00
<b>SERVICE TOTAL:</b>				47,500.00

