

Ambulance / Emergency Medical Service Delivery Agreement

This Emergency Medical Services / Ambulance Service Delivery Agreement ("Agreement") is made and entered into this 10th day of June 2022, by and between Pike County, Georgia, a political subdivision of the State of Georgia (hereafter referred to as the "County") and AmeriPro EMS, LLC., a Georgia corporation lawfully authorized and licensed to do business as such in the State of Georgia (hereafter referred to as "Provider").

WHEREAS, the County finds that it is of substantial importance and concern to the citizens of Pike County to maintain a cost effective and quality Emergency Medical Services (EMS) / Ambulatory Care System;

WHEREAS, Pike County retains the exclusive right to provide Emergency Medical Services and/or Ambulatory Services within any such zone comprised of the territorial limits of Pike County, and to provide, or sub-contract to provide, an economical and efficient system to disburse Emergency Medical Services / Ambulatory Services in response to Emergency Medical / Ambulatory calls for service from individuals within such Zone and to regulate the provision of such service within said Zone being provided by participating Emergency Medical Service / Ambulatory care provider(s);

NOW, THEREFORE, the Parties agree as follows:

1.0 Term of Agreement

1.1 This Agreement shall be for an initial term commencing on June 10, 2022 and ending June 30, 2023. This Agreement, however, will automatically renew for additional one-year periods on each successive anniversary date hereof, not to exceed five renewals through June 30, 2027, unless termination of this agreement is exercised by either party by giving advance written notice to the other party of the termination/non-renewal, which said advance written notice shall be no less than ninety (90) days prior to the end of the term or proposed termination date.

1.2 This will be a performance-based Agreement. Evaluations will be performed on a monthly basis for the first six (6) months, then annually for the length of the Agreement.

1.2.1 The Provider must supply a Performance Bond or irrevocable letter of credit in the amount of Eight Hundred Twenty-Two Thousand Dollars (\$822,000) for each year that this Agreement is in effect. The County reserves the right to adjust bonding requirements. The provider shall provide and pay all costs associated with this bond.

1.2.2 Due to the national shortage of paramedic, and the short prep time for this agreement, the provider will be exempt from fines for performance during the ramp up phase of 90 days. Provider shall report staffing to County Manager to notify of an unforeseen deficiency.

1.3 Provider shall not sublet, assign, transfer, pledge convey, sell, or otherwise dispose of, in whole or in part, this Agreement, or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. Subcontracting will not be allowed for services rendered.

2.0 Scope of Work and Practices

2.1 Response- Ambulance Operation/Emergency Medical Services

2.1.1 The Provider shall be responsible for providing two (2) ambulances, twenty-four (24) hours a day, seven (7) days a week, 365 days a year, dedicated to 911 calls for emergency requests throughout the Pike County coverage areas (i.e., the Pike County Emergency Services Zone).

2.1.2 The Provider must maintain compliance with the Official Code of Georgia Annotated, Title 31, Chapter 11, and all Department of Public Health, Office of EMS/Trauma, Rules and Regulations regarding Ambulance/Emergency Medical Service operations.

2.1.3 All emergency medical calls will be initially routed through the Pike County 911 Public Safety Answering Point (PSAP) system, who will then alert the Provider for a response. The calls for request will then be transferred to the provider for EMD dispatching.

2.1.4 The County will use the Commission on Accreditation for Ambulance Services (CAAS) Standards and the National Fire & Protection Administration Standard (NFPA 1710) for response times of 8 minutes and 59 seconds, for all life-threatening emergency responses three miles or less from the staging location at 7818 US-19, Zebulon Ga. 30295. All calls over 3 miles and non-life-threatening emergency responses will have a standard response time of less than 12 minutes. Response time will be defined as time of dispatch to arrival at the emergency scene. Failure of the Provider to meet these response time requirements for 90% of all 911 responses in Pike County per month will result in the following deductions from the Provider's monthly invoice, for which the Parties expressly agree that this provision is a reasonable approximation of the damages incurred, that are incapable of calculation to a mathematical certainty and shall not be construed as a penalty:

- 80-89% \$1,500.00
- 75-79% \$3,000.00
- <75% \$5,000.00 and may result in immediate review for possible termination of this Agreement.

Exceptions to the foregoing will be made for requests during a disaster, when inclement weather conditions exist, or when the minimum required ambulances, per this Agreement,

are on other emergency calls. It is also understood that when responding to areas beyond three miles from the city limits of Zebulon, Georgia, that response time will be extended.

2.1.5 Failure of the Provider to provide at least one Paramedic level provider per ambulance per shift will result in the following deductions from the Provider's monthly invoice, for which the Parties expressly agree that this provision is a reasonable approximation of the damages incurred, that are incapable of calculation to a mathematical certainty and shall not be construed as a penalty:

For each non-compliant response \$1,000.00

The response times and personnel compliances will be evaluated on a monthly basis throughout the Agreement term.

2.1.6 When an ambulance is taken out of service for preventive or routine maintenance that requires more than one hour of time, another ambulance must be put in place of the ambulance being taken out of service, until such time as the other ambulance is returned to service.

2.1.7 When an ambulance is taken out of service due to mechanical failure or accident, a replacement ambulance must be made available within sixty (60) minutes, unless there are extenuating circumstances approved by Pike County's Fire Chief, EMS Coordinator, the County Manager, or his/her/their designee(s).

2.2 Personnel

2.2.1 Each ambulance will be staffed with a minimum of one Paramedic level EMS provider and one other EMS provider, licensed to respond to 911 calls as allowed by the Rules of the Department of Public Health, Chapter 511-9-2.

2.2.2 All personnel assigned to a 911 ambulance for response within Pike County shall have at a minimum, current certifications in BLS and ACLS as required per their provider level as defined by the Department of Public Health. In addition, all provider levels will possess the following certifications from the Federal National Incident Management System: NIMS 100, 200, 700 and 800.

2.2.3 The Provider shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than forty-eight (48) consecutive hours followed by a minimum of twelve (12) hours off-duty. The Provider shall provide working conditions that assist in attracting and retaining highly qualified personnel.

2.2.4 The Provider must have in place a program for random drug screening of all personnel providing services under this Agreement. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

2.2.5 The Provider shall provide one (1) Paramedic level supervisor to operate twenty-four (24) hours a day, seven (7) days a week in the coverage area of Pike County while this Agreement is in effect. The supervisor will neither be assigned to any one ambulance at any time, nor float to supervise other coverage areas unless requested under a mutual aid agreement. Mutual Aid agreements should be made with Pike, Lamar, and Upson commission boards. If NO mutual aid agreement is agreed upon between the counties, AmeriPro supervision will be from the southside division and will respond when available to incidents.

2.2.6 The Provider will abide by the agreed upon mutual aid agreements made with the surrounding county areas. The County will be responsible for generating the mutual aid agreements.

3.0 Insurance

3.1 The Provider shall provide certificates of insurance and/or copies of policies on which Pike County is named as an "additional insured" as set forth hereinbelow:

3.2. Requirement: Provider shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work and services provided by the Provider, its agents, employees, or sub-contractors as provided for, or contemplated in this Agreement.

3.3. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$3,000,000 aggregate for comprehensive coverage including bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom, damage for premises/operations, products/completed operations, independent providers and contractual liability (especially covering the indemnity clause provided for herein), broad-form property damage, and underground, explosion, or collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

3.4 Commercial Automobile Liability (owned, non-owned, and hired): \$1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease, or death, injury to or destruction of property, including loss of use resulting therefrom.

3.5 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of \$1,000,000 per occurrence or disease.

3.6 Commercial Umbrella or Excess Liability Coverage: \$5,000,000 in liability excess coverage per occurrence above the contract's stated minimum coverage limits for Commercial General Liability, Commercial Automobile Liability, and the Workers' Compensation and Employers Liability policies or insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

4.0 Required Reports

4.1 The following reports will be provided to the County on a monthly basis throughout the length of this Agreement:

- Response times compliance.
- Total responses.
- Total patient refusals/non-transport.
- Personnel assigned as lead per unit, per day.
- Mutual aid into or out of Pike County.

4.2 The following reports will be provided semi-annually:

- Distribution of responses by time of day and day of week.
- Summary of patient medical complaint or patient's primary medical condition.
- Breakdown of dedicated 911 ambulance's, inter-hospital transfers and intercept services.

4.3 The following reports will be provided annually:

- Detailed annual financial statements regarding operations in Pike County.
- Company wide audited financial statements beginning from 2021 year-end forward.
- Training of personnel in the use of an E-PCR system, Emergency Vehicle Operations Course (EVOC), as well as any other training related to EMS licensure.

4.4 The following will be reported, and copies of any incident reports provided as soon as possible, but no later than twenty-four (24) hours after the incident has occurred:

- Copies of any motor vehicle investigations involving an EMS vehicle owned by the Provider while on a 911 call originating in Pike County.
- In the event of death or injury of any parties involved, the incident will be reported immediately to Pike County's Fire Chief, EMS Coordinator, the County Manager, or his/her/their designee(s).

5.0 Emergency Medical Services / Ambulance Service Fees

5.1 The provider shall be entitled to charge patients for the services rendered according to the patient fee schedules proposed by the Provider as part of this Agreement (See exhibit A), except as otherwise provided herein.

5.2 The rate schedule shall be in effect for the initial twelve (12) months of operations and shall not be increased during this time frame.

5.2.1 The Provider may request a rate increase after the initial twelve (12) months of operation and annually, thereafter. The rate increase will be based on market factors, collection rates and inflationary impacts on the Pike County area.

5.3 The rate schedule for patient care and transport shall be in an unbundled format. Mileage may be charged in addition to the agreed upon rate schedule.

6.0 Special Terms and Conditions

6.1 The Provider will provide transportation of prisoners in the custody of the Pike County Sheriff or any Police Department within Pike County, that require necessary emergency medical services / ambulance transportation. The Law Enforcement Agency shall not be billed for the first such transport each month; however, for subsequent transports beyond the first such transport in any given month, a flat rate of \$400 will be billed for each subsequent transport per calendar month following the first transport in any given month and for each transport thereafter for the remainder of the calendar month in which there were multiple transports.

6.2 The Provider will provide ambulance transports for any County employee injured in the line of duty, at no charge, which shall also include, but not be limited to, commissioners, constitutional officers and staff, and volunteer firefighters of the County, who require emergency medical services.

6.3 Required Meetings

6.3.1 AmeriPro EMS, LLC.'s Supervisor for the County shall meet with the Pike Board of Commission officials as may be requested, for the purpose of reviewing system issues and ambulance/emergency medical services performance.

6.3.2 The provider shall attend all required meetings held by EMS organizations or regulatory agencies.

6.3.3 The EMS Supervisor may be required to attend County Department Head meetings, as specifically requested by the County Manager.

6.4 Statement of Liability and Indemnification

6.4.1 The County shall in no way be held liable for an accident, personal injury, or property damage either caused by or incurred by staff, employees, or representatives of the Provider. Similarly, the Provider shall in no way be held liable for an accident, person injury, or property damage either caused by, or incurred by, staff, employees, or representatives of the County.

6.4.2 The Provider agrees to defend, indemnify, and hold harmless, the County, its officers, agents, employees, contactors and representative, from any and all claims, demands, liabilities, penalties, damages, expenses (including attorney fees) and judgements of any nature and description based on the negligence of the Provider and arising out of the performance by the Provider, its employees, subcontractors, or agent in providing ambulance/emergency medical services under the terms of this Agreement.

6.5 Payment Details

In consideration of the services provided under this Agreement, Pike County will pay the Provider the amount of \$68,500 per month beginning 6/10/2022. This payment amount is based on a good faith estimate using data provided to the Provider by the County and upon the staffing plan agreed upon by the Provider. The Provider will provide the County with a monthly invoice and agrees to accept ACH as a method of payment. Payments for invoices will be due to the Provider within thirty (30) days after receipt by the County. It is understood by the parties that the consideration/payment from the County as required by this Agreement is based on the expectation that the Agreement shall be renewed for a period not to exceed five years. Based on this understanding of the parties, the annual subsidy increase will only be 3% per year on the anniversary date of the agreement. In the event, contract is terminated prior to the five years contemplated by the parties, the annual subsidy and related annual increases shall be subject to reconsideration and adjustment.

7.0 General Provisions

7.1 Governing Law. This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia. The Parties agree that any action brought by either party shall be brought in the Superior Court of Pike County. In the event of either Party's breach of the terms of this Agreement, the prevailing Party shall be entitled to all attorney's fees and court costs, or the costs of collection for any judgment, and any other costs incurred by the Party in the enforcement of the Party's rights under this Agreement.

7.2 Mediation. The Parties agree that following any complaint or lawsuit being filed as it pertains to enforcing any provision of this Agreement, the Parties shall attend and fully mediate any dispute as early as is practical in the proceeding. Said mediation shall not be binding unless or until the Parties agree in writing. If the Parties are unable to agree on a mediator, the designated Court will decide on the mediator. All mediation fees are to be split equally between the Parties.

7.3 Severability. The Parties intend and believe that each provision in this Agreement comports with applicable local, state, and federal laws. However, if any provision in this Agreement is found by a court of competent jurisdiction to be in violation of any applicable law and thereby be deemed illegal, void, or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid, and enforceable and the remainder of this Agreement shall be construed as if such provision was not contained therein.

7.4 Modifications to Agreement. This Agreement may be modified or amended only by a formal, written modification signed by authorized representatives of both the County and the Provider, and approved by the Board of Commissioners, except as provided herein.

6.5 The Provider shall provide top Pike any training that the Provider provides to its own employees at no additional cost (excluding travel expenses and equipment and supplies necessarily related to such training). In addition, the provision of training to Pike shall be offered in Pike County unless otherwise agreed upon by Pike.

6.6 The Provider shall provide community service in Pike County which shall include but will not be limited to having an ambulance service present at known sporting events such as those events related to Pike County Parks and Recreation Authority, and Pike County Agribusiness Authority, as well as providing community development awareness education and training for the citizens of Pike County.

7.5 Termination of Agreement. This Agreement may be terminated by either party by giving one hundred and twenty (120) days' written notice of intent to cancel. The County shall have the right to terminate this Agreement immediately, however, should the Provider fail to adhere to and maintain in good standing its applicable licenses from the State of Georgia. Provider shall immediately notify the County of any disciplinary action or disciplinary hearing related to the Provider's license.

7.6 Notices. Any written notices required to be given by the terms of this Agreement shall be directed to the respective authorized representatives for the County and the Provider.

7.7 Entire Agreement. The terms and conditions of this Agreement, along with accompanying documents constitute the entire agreement. Any amendment to this Agreement must be made in writing and agreed to by both parties.

Pike County

Date: June 9, 2022

J. Briar Johnson

By (Printed name):

J. Briar Johnson
Signature

Chairman, Pike Board of Commissioners
Title

Address: 331 Thomaston St.
Zebulon, GEORGIA
30295

Attested to by:

Angela Blount
Angela Blount, County Clerk

Date 6-9-2022
Ruth B. Davis
Signature of Notary Public

Ruth B. Davis
Print, type or stamp name of Notary

Sept. 27, 2024
My commission expires on

AmeriPro EMS, LLC

Date: 6-9-2022

Lacey Richardson

By (Printed name):

[Signature]
Signature

EVP
Title

Address: 9 Dunwoody Park South
Atlanta, Ga 30338



SEAL

(Seal)

Ruth B. Davis
NOTARY PUBLIC
Pike County
State of Georgia
My Comm. Expires September 27, 2024

Exhibit "A"



Upson/Lamar 911 Fee Schedule

ALS EMER BASE	\$1,880.25
ALS LEV 2 BASE	\$2,174.55
BLS EMER BASE	\$1,583.77
MULTI STR.2 PT ALS 1	\$940.13
MULTI STR.2 PT BLS EMER	\$791.86
MUTLI STR.3 PT ALS 1	
	\$626.75
MULTI STR.3 PT BLS EMER	\$527.93
MULTI STR.2 PT ALS 2	\$1,087.28
MULTI STR.3 PT ALS 2	\$724.85
MUTLI STR.2 PT ALSM	\$940.13
MULTI STR.3 PT ALSM	\$626.75
MULTI STR 2 PT ALS ASSESSMENT	\$940.13
MULTI STR 3 PT ALS ASSESSMENT	\$626.75
ALS MILEAGE	\$32.16
BLS MILEAGE	\$32.16
MULTI STR. MILE BLS 2 PT	\$16.08
MULTI STR. MILE BLS 3 PT	\$10.73
MULTI STR. MILE BLS RURAL 2 PT	\$16.08
MULTI STR. MILE BLS RURAL 3 PT	\$10.73
MULTI STR. MILE ALS 2 PT	\$16.08
MULTI STR. MILE ALS 3 PT	\$10.73
MULTI STR.MILE ALS RURAL 2 PT	\$16.08
NON-COVERED MILEAGE	\$32.16
OXYGEN	\$150.00
EKG MONITOR	\$150.00
TREAT & RELEASE FEE	\$125.00