

Ambulance / Emergency Medical Service Delivery Agreement – Ben Hill County

This Emergency Medical Services / Ambulance Service Delivery Agreement (“Agreement”) is made and entered into this 22nd of November 2022, by and between Ben Hill 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 Ben Hill County to maintain a cost effective and quality Emergency Medical Services (EMS) / Ambulance Care System.

WHEREAS, Ben Hill County retains the exclusive right to provide Emergency Medical Services and/or Ambulatory Services within any such zone comprised of the territorial limits of Ben Hill 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 a term of five year’s commencing on the date of execution. Contract will automatically renew at the end of each year unless written notice is given. This Agreement will automatically renew for an additional five-year period on each successive anniversary date hereof unless termination by either party giving Sixty (60) days’ advance written notice to the other party. The annual subsidy will increase by 3% or CPI whichever is less every year on the anniversary of this agreement. The provider also acknowledges that a current commission board cannot bind a subsequent commission to a contract under state law.
- 1.2** Provider understand that Ben Hill County maintains the Emergency Response zone and the ambulance provider works under that designation as the contracted provider.
- 1.3** This will be a performance-based Agreement. Evaluations will be performed monthly for the first six (6) months, then quarterly for the length of the Agreement.
 - 1.3.1** The Provider must supply a Performance Bond or irrevocable letter of credit in the amount of One month subsidy payment 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.

1.4 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) ambulance, twenty-four (24) hours a day, seven (7) days a week, 365 days a year, dedicated to 911 calls for emergency requests throughout the Ben Hill County coverage areas (i.e., the Ben Hill County Emergency Services Zone). Ben Hill County will have one (1) ALS Quick Response Vehicle 40 hours a week. It is the responsibility of the county to agree and implement any mutual aid agreements with surrounding counties.

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 Regulation regarding Ambulance/Emergency Medical Service operations.

2.1.3 All emergency medical calls will be initially routed through the Ben Hill County 911 Public Safety Answering Point (PSAP) system, who will then alert the Provider for a response.

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 super rural times of 11 minutes and 59 seconds to all life-threatening emergencies. 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 Ben Hill County per month, will result in the following deductions from the Provider's monthly invoice, the Parties expressly agreeing that this provision is a reasonable approximation of the damages incurred, which 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 Fitzgerald, Georgia, that response time will be extended. It is understood that given the ambulance has only one ambulance and response to the far ends of the county will take longer to respond.

Exceptions may be made for responses are as follows:

- Inclement weather conditions
- Hospital wait times are greater than 20mins. Provider cannot be responsible for response performance when ambulances are held in hospitals due to uncontrollable hospital throughput delays.
- Traffic conditions inhibit an ambulance returning from an out of zone transport.
- When the minimum required ambulances are all on other emergency calls.
- When utilizing ambulances from other counties under the automatic mutual aid agreement.
- Responses during a disaster to include but not limited widespread infection of EMS provider staff secondary to a new or variant change of a national or global pandemic disease.
- Incorrect information received from caller or Ben Hill County PSAP
- Second Unit Response to scene
- Normal access denied situations (bridge out, train crossing, road closing, if not identified by the Georgia Department of Transportation.

2.1.5 When applicable and staffing permits, the Provider will provide at least one Paramedic level provider on every 911. If a paramedic is not available, provider will ensure, an Advanced Emergency Medical Technician is on the ambulance. Paramedic supervision will assist the response teams on advanced level responses.

2.1.6 When an ambulance is taken out of service for preventive or routine maintenance that requires more than two hours 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, the reserve ambulance will be put in service. If for some reason that ambulance is taken out of service another replacement ambulance must be made available within 3 hours, unless there are extenuating circumstances approved by Ben Hill County's 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 either a Paramedic level EMS provider, an Advanced EMT and/ or one other EMT-B provider, licensed to respond to 911 calls as allowed by the Rules of the Department of Public Health, Chapter 511-9-2. Provider will make every effort to staff every ambulance with at least one

Paramedic level practitioner. 911 Ambulances will not be used to perform Non-Emergency or IFT transport unless authorized in special cases by the County Manager of his or her designee.

- 2.2.2 All personnel assigned to a 911 ambulance for response within Ben Hill 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 8 hours a day 5 days a week meaning 40 hours a week in the coverage area of Ben Hill 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. Supervisor can and will serve on an ambulance if staffing is depleted.
- 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 Coverage

- 3.1 The Provider shall provide certificates of insurance and/or copies of policies on which Ben Hill 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 monthly throughout the length of this Agreement:

- Response times compliance.
- Total responses.
- Total patient refusals/non-transport.
- Transports and location
- Personnel assigned as lead per unit, per day.
- Mutual aid into or out of Ben Hill County
- Chute time

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 Ben Hill County.
- County specific audited financial statements beginning from 2022 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 Ben Hill County.
- In the event of death or injury of any parties involved, the incident will be reported immediately to Ben Hill County's, the County Clerk, 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)

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 and will increase based on the CPI or 3% whichever is less, every year.

5.2.1 The Provider may only increase transport rates 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 Ben Hill 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 Ben Hill County Sheriff or any Police Department within Ben Hill County, that require necessary emergency medical services / ambulance transportation. The Law Enforcement Agency shall not be billed or charged for transports prisoner transport.

6.2 The Provider will provide ambulance transports for any City or County employee injured on the job County and County commissioners, at no charge.

6.3 Required Meetings

6.3.1 AmeriPro EMS, LLC.'s Supervisor for the County shall meet with the Ben Hill 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. It is expected that the Provider shall serve on the Region V EMS Council, representing Ben Hill County.

6.3.1 The EMS Supervisor shall be required to attend all County Department Head meetings, as scheduled.

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, Ben Hill County will pay the Provider the amount of \$ 70, 666.67per month on the first day of the month. This payment amount is based on 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. Payments for invoices will be due to the Provider within 30 days after receipt by the County.

If for some reason the provider has exhausted all efforts to staff 2 ambulances and fails to do so, the county will be credited the amount of payroll for that time frame on the following months invoice.

6.6 Payment Inclusions

County shall be responsible for all communications hardware/ software, housing, and high-speed internet for the provider. The provider will pay for electric/gas/ water utilities. County will allow provider to install cameras into housing locations for security and accountability of employees.

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 Ben Hill 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. Email can be an appropriate form of communication.
- 7.5 Termination of Agreement.** The County shall have the right to terminate this Agreement immediately 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. Contact List is in Exhibit B

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.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duty, authorized officers.

Ben Hill County

Date: _____

By (Printed name):

Signature:

Title:

Address: _____

AmeriPro EMS, LLC

Date: _____

By (Printed name):

Signature:

Title:

Address: _____

Date _____

Signature of Notary Public

(Seal)

Print, type or stamp name of Notary

My commission expires on

Exhibit - A



Ben Hill 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
Alcohol Blood Test	\$125.00

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EXHIBIT B

AMERIPRO HEALTH CONTACTS

Larry Richardson Chief Business Officer| EVP

larry@ameriprohealth.com

770718-7667

Doug Norton Georgia Director of Operations

Doug@ameriprohealth.com

678-656-5334

David DeMerchant Financial Controller

ddemerchant@ameriprohealth.com

404-290-5282

BEN HILL COUNTY CONTACTS

Michael Dinnerman County Manager

mike.dinnerman@benhillcounty-ga.gov

229-560-5164

Chairman Steve Taylor

Steve.taylor@benhillcounty-ga.gov

229-424-2097

Donna Prather County Clerk

Donna.prather@benhillcounty-ga.gov

229-426-5100