

Lena Bonner

From: Brandon Garrett <bvgarrett@azaleaoutdoor.com>
Sent: Monday, January 9, 2023 2:49 PM
To: Wayne Brown; Lena Bonner
Subject: [EXTERNAL] Fwd: Gold Cross Contract
Attachments: 8_12_22_Gold Cross EMS_911_Augusta .pdf

In service,

Brandon Garrett
Azalea Outdoor
706.836.6317

From: Steven Vincent <Steven@GoldCrossEMS.com>
Sent: Monday, January 9, 2023 2:39:17 PM
To: Steven Vincent <Steven@GoldCrossEMS.com>
Subject: Gold Cross Contract

The attached contract is for consideration on Tuesday's full commission. This is the contract that Gold Cross agreed to. It includes number of ambulances, financial penalties for not having ambulances in service, as well as response time penalties.

Please call me with any questions.

Steven Vincent
803-634-3215

Steven Vincent
Vice President
Gold Cross EMS
706 434 4030 (office)
706 396 2100 (fax)
Steven@GoldCrossEMS.Com



This e-mail and all attachments are intended only for use by the addressee(s) and may contain legally privileged information of Gold Cross EMS. If you are not the intended recipient of this e-mail you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachments is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail.

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

CONTRACT FOR 9-1-1 AMBULANCE RESPONSE AND EMERGENCY MEDICAL SERVICES

This Contract for 9-1-1 Ambulance Response and Emergency Medical Services ("Contract") is made and entered into effective as of the ____ day of _____, 2022 (the "Effective Date"), by and between GOLD CROSS EMS, Inc., a Georgia Corporation (the "Contractor"), and the Consolidated Government of Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta, Georgia" or the "City").

WHEREAS, Augusta, Georgia desires satisfactory arrangements to provide ambulance response and emergency medical services in conjunction therewith within the Service Area (as defined herein);

WHEREAS, Contractor operates an emergency medical service business operating in a geographic area that includes the Service Area under the guidelines of Georgia Emergency Medical Services Act (O.C.G.A. §31-11-1, et seq.) and the regulations promulgated thereunder by the Georgia Department of Public Health (Ga. Comp. R. & Regs. §511-9-2, et seq.); and

WHEREAS, Augusta, Georgia desires that Contractor provide ambulance response and emergency medical services within the Service Area upon the terms and conditions set forth in this Contract; and

WHEREAS, Contractor desires to provide ambulance response and emergency medical services within the Service Area upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the premise, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

The following terms when used in this Contract shall have the meanings as follows:

1.1 Act means the Georgia Emergency Medical Services Act (O.C.G.A. §31-11-1, et seq.) and the regulations promulgated thereunder by the Georgia Department of Public Health (Ga. Comp. R. & Regs. §511-9-2, et seq.).

1.2 Advanced Life Support (ALS) means the assessment, and if necessary, treatment or transportation by ambulance, utilizing medically necessary supplies and equipment provided by at least one individual licensed above the level of emergency medical technician, as approved by the department.

1.3 Ambulance means a motor vehicle registered by the Department that is specially constructed and equipped and is intended to be used for emergency transportation of patients.

1.4 Ambulance Service means the providing of emergency care and transportation on the public streets and highways of this State for a wounded, injured, sick, invalid, or incapacitated human being, to or from a place where medical or hospital care is furnished.

1.5 Communications Center means the single facility, which receives emergency medical calls from the PSAP, notifies Emergency Medical Responders and dispatches Ambulances operating in the Service Area. For purposes of this contract, this is the Contractor Dispatch Center.

1.6 Contract Administrator means the person with daily oversight of the EMS Contract and shall be the Fire Chief of Augusta, Georgia (herein used synonymously with “Augusta, Georgia”).

1.7 Department means the Georgia Department of Public Health.

1.8 EMA Director means the Director of the Augusta, Georgia Emergency Management Agency.

1.9 Emergency means any request for ambulance services in connection with circumstances, which may be of a life-threatening or limb-threatening nature and which apparently requires immediate response. Such calls shall be designated Priority 1 or Priority 2.

1.10 Emergency Medical Services or “EMS” both emergency and non-emergency Licensed ambulance Services, Licensed Emergency Medical Responder Services, Licensed neonatal transport services and medical services provided in conjunction therewith.

1.11 EMSAB means the Emergency Medical Service Advisory Board consisting of the Contract Administrator, a designee of the Contractor and the Contractor’s Medical Director and an Augusta Fire Department EMS Coordinator, each with sufficient knowledge, skill, and experience to participate meaningfully.

1.12 EMS Personnel means; any person licensed by the department as an EMT-R, EMT, EMT-1, AEMT-CT, or paramedic.

1.13 EMS System means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and other medical needs in conjunction with providing EMS in the Service Area.

1.14 Emergency Medical Responder means an individual who has successfully completed a department approved EMR course with a minimum of 80 hours of training

1.15 First Responder means any person or agency who provides on-site care until the arrival of a duly licensed ambulance service.

1.15 First Responder Organization A group or association of First Responders that, working in cooperation with a Licensed Emergency Medical Services provider, provide immediate on scene care to ill or injured persons but does not transport those persons.

1.16 License or Licensed means that a person or entity has complied with all requirements of the Act, the Department, and all other regulatory bodies necessary to perform its respective functions.

1.17 Medical Director means the licensed physician (or his/her designee) employed by the Contractor who provides immediate and concurrent clinical guidance to EMS Personnel regarding pre-hospital management of a patient.

1.18 Medical Protocol means a written statement of standard procedures, promulgated by the Department or the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition, which shall also be subject to the reasonable approval of the EMSAB.

1.19 Mutual Aid Agreement means a written agreement between providers of Emergency Medical Services where the parties agree to provide assistance to one another in a reasonable manner. Reasonable Mutual Aid means responding for assistance from contiguous counties PSAP center, not to exceed five times per week, unless there are extenuating circumstances deemed appropriate by the Contractor and Contract Administrator.

1.20 Non-Emergency means any request for Ambulance transport service to an emergency room for a Patient, which is not an Emergency request, but is nevertheless a valid transport request. Such calls shall be designated Priority 3.

1.21 Non-peak Hours means 8:00 pm through 7:59am Sunday-Friday. 10pm through 9:59am on Saturday and Holidays.

1.22 O.C.G.A. means Official Code of Georgia Annotated.

1.23 Quick Response Vehicle (QRV) means an emergency response motor vehicle that is staffed with a paramedic.

1.24 Patient means an individual who is ill, sick, injured, wounded, helpless or otherwise incapacitated, and who is in need of, or is at risk of needing medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.

1.25 Patient Charges means those amounts charged to Patients by Contractor for services provided hereunder.

1.26 Peak Hours – 8:00am through 7:59pm Sunday-Friday. 10:00am through 9:59pm on Saturday and Holidays.

1.27 PSAP (911 Public Safety Answering Point) means the public safety agency which receives incoming 9-1-1 telephone calls and dispatches appropriate public safety agencies to respond to such calls. For purposes of this contract, this is the Augusta 911 Center.

1.28 Priority means the call priority number (i.e. Priority 1, 2 or 3) of all requests for an ambulance, which is determined by the Contractor's Communications Center, pursuant to telephone algorithms and priority dispatch protocols. Contractor's Communications Center shall provide the priority of the incident to the PSAP to determine if First Responder resources are needed for the incident.

- a. Priority 1 calls shall be life threatening (Ambulance responds with lights and siren).
- b. Priority 2 calls shall be all other emergency calls (Ambulance responds with lights and siren but can be diverted to a Priority 1 call if they are the closest Ambulance to the emergency).
- c. Priority 3 calls shall be a non-emergency ambulance transport of a Patient (Ambulance does not utilize lights and sirens for the incident).

1.29 Response Time means the actual time elapsed between the time the Contractor receives sufficient information to allow the Contractor to respond to the call and the actual arrival at the location of an Ambulance or the arrival of a QRV when patient transport is not required, provided however, that if a QRV is first on scene and determines that the Priority of the call is upgraded or downgraded, then the Response Time for the ambulance shall commence at the time the Priority of the call is communicated by the QRV.

1.30 Response Time Standard means not more than the times as follows:

Level	Urban	Rural
Priority 1	Less than 12 min 90% of the calls	Less than 15 min 90% of the calls
Priority 2	Less than 15min 90% of the calls	Less than 20 min 90% of the calls
Priority 3	Less than 30 min 90% of the calls	Less than 31 min 90% of the calls

1.31 Rural means those areas generally south of Willis Foreman Road and Brown Road in Augusta, Georgia as shown on Exhibit "A" a map captioned "EMS Response Zones" which is attached hereto and incorporated herein by reference.

1.32 Service Area means that area which is contained within the boundaries of Richmond County, Georgia, excluding the United States Army installation known as Fort Gordon.

1.33 State means the State of Georgia and its regulatory agencies.

1.34 Subsidy means those funds provided by Augusta, Georgia to help offset contractor expenses related to fulfilling obligations of the contractor herein.

1.35 Term means the period set forth in Section 2.1.

1.36 Urban means those areas generally located north of Willis Foreman Road and between Brown Road in Augusta, Georgia as shown on Exhibit "A", a map captioned "EMS Response Zones", which is attached hereto and incorporated herein by reference.

ARTICLE II TERM AND SCOPE OF CONTRACT

2.1 TERM. This Contract shall commence on the Effective Date and shall be in place for a five (5) year period with an option to renew per the schedule below and shall terminate on [_____] 2027 at 11:59 p.m. provided, however, that this Contract shall have two successive automatic renewals to extend the term of this Contract as follows: (the period running from the Effective Date until the last date set forth below shall be referred to herein as the "Term").

Renewal 1: from 2027 to 2028

Renewal 2: from 2029 to 2031

This contract shall

(i) terminate absolutely and without further obligation on the part of Augusta each and every December 31 at 11:59 pm as required by OCGA § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement; and

(ii) automatically renew on each January 1st at 12:00 AM, unless terminated in accordance with the termination provisions of this Agreement; and

(iii) terminate absolutely, with no further renewals, unless extended by written agreement. Notwithstanding any other provision herein, this Contract shall terminate if Contractor is no longer the State of Georgia EMS provided for the State of Georgia region VI (for Augusta, Georgia). This Contract shall terminate immediately and absolutely at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Augusta, Georgia under the Contract.

All terms and conditions of this Contract shall remain in force with each automatic renewal.

2.2 SCOPE OF CONTRACT/SERVICE EXCLUSIONS. During the term of this Contract, the Contractor shall furnish Emergency Medical Services as set out herein throughout the Service Area. In this regard, Contractor shall provide dispatchers at the Communications Center 24 hours a day, 365 days per year to dispatch Ambulances in response to calls. Dispatchers will be Emergency Medical Dispatcher (EMD) Certified.

2.3 PROVISION OF SERVICES. Contractor shall manage all day-to-day operations including dispatch, field operations, billing, collections, purchasing and other operational functions. Contractor shall negotiate all Mutual Aid Agreements for the Service Area as may be necessary, maintain all facilities and equipment; hire, terminate, and provide or arrange for in-service training of all EMS personnel under the authority of Contractor; manage all billing and collection functions related to Contractor's services hereunder; and generally manage all aspects of the Contractor's EMS operations. Contractor must hold and maintain all required licenses and permits required by law to provide services outlined. Contractor's services shall include, but not be limited to, the following:

- a. Employ and manage all of Contractor's EMS Personnel;
- b. Ensure that each Ambulance crew meets applicable State requirements;
- c. Provide employee in-service training sufficient to meet applicable State requirements, to include continuing education training and re-licensure requirements;
- d. Provide for all Ambulances, equipment and supplies necessary to perform under this Contract. In this regard Contractor shall provide a minimum of eight (8) dedicated ambulances dedicated and available for service within the service area. It shall be the responsibility of the Contractor to maintain and replace equipment and vehicles as necessary at their expense. Both parties agreed to review the number of ambulances in the EMS system, annually. Contractor shall have a six month period from the Effective Date to comply with this provision.
- e. Contractor shall also provide one (1) QRV 24 hours a day to provide ALS backup, ALS interventions, and Emergency Medical Responder services. Contractor shall have a six month period from the Effective Date to comply with this provision.
- f. Furnish all fuel, lubricants, repairs, initial supply inventory and all supplies for Contractor's operations;
- g. Conduct all billing and collection activities and procedures provided, however, that Contractor shall not delay or deny any treatment or valid transport request due to any Patient's inability to pay;
- h. Provide sufficient dispatch, equipment, supplies, and maintenance to perform under this Contract, which shall include the transfer of medical related 9-1-1 calls from the PSAP to the Contractor's Communications Center for screening by the Contractor's personnel and assignment of the closest available Ambulance by the Contractor's dispatch personnel; and
- i. Maintain State and local vehicle permits and personnel certifications, and the State provider's License;
- j. Maintain, at no additional cost to Augusta, Georgia, a vehicle locator system (AVL or Geolocator) that will allow dispatchers to track the number of available units, and QRV resources assigned to Richmond County in real time and allow unrestricted view access only to allow for transparency and oversight. To include access to location information/data, ambulance status, and emergency call data information; and
- k. County may, at no cost to the Contractor, purchase, implement, operate and maintain a middleware software/hardware program to share real-time emergency call data and information between the PSAP's Computer Aided Dispatch (CAD) system and the Contractor's Communications Center CAD system. Contractor agrees to assist County with implementation, connectivity, troubleshooting and support of the middleware program. Middleware program will also include a vehicle locator system (AVL or Geolocator) to will allow dispatchers to track the number of available units and QRV resources assigned to Richmond County in real time and allow unrestricted access to allow for transparency and oversight. Middleware program shall include access to location information/data, ambulance status, and emergency call data information identified by Augusta, Georgia; and

- l. Conduct quarterly reviews of performance with the EMSAB to review statistics, data and monitor trends with a status report provided to the Augusta Commission quarterly; and
- m. Provide daily, monthly and on demand reports, which detail call response times, unit availability and call quantity; and
- n. Operate EMS System to meet all clinical Standards; and
- o. Provide and update the public with EMS related information; and
- p. Operate and maintain substations, to each of which at least one Ambulance shall be assigned; provide Augusta, Georgia with a listing of all substations
- q. To utilize a system status methodology to rotate/move available Ambulance resources to areas requiring ambulance coverage; and
- r. The contractor and Augusta, Georgia with the approval of both the Medical Director and the Fire Chief, allow each other to use any equipment and/or medications for which their personnel are trained, credentialed and is within their scope of practice. This will be done at no charge to either agency; and
- s. Transport Augusta, Georgia employees who are injured while on duty to an area hospital as designated by the employee at no additional cost to Augusta, Georgia or to the employee after insurance has been filed.
- t. The Contract will govern the provision of services provided under this Contract. In the event of a conflict, the provisions of this Contract shall govern.
- u. Contractor may delegate, assign or subcontract all or a portion of its rights and obligations under this Contract, including to one or more of its affiliate companies, and such affiliate's ambulances and personnel shall count toward the satisfaction of Contractor's provision of services hereunder. Notwithstanding the foregoing provisions (permitting delegation, assignment or subcontracting) and notwithstanding any other provision of this contract, Contractor (Gold Cross EMS, Inc.) is not relieved of and shall remain solely responsible for the fulfillment of the obligations and responsibilities of Contractor in and under this contract.
- v. Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for the provision or denial of service delivery.
- w. Contractor hereby warrants and represents that at all times during the Contract Term, it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.
- x. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein.
- y. Contractor shall maintain a Drug Free Workplace.
- z. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- aa. In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.
- bb. This Contract constitutes the sole Contract between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Contract shall be enforceable unless approval by action of Augusta.

- cc. If the Contractor is asked by Augusta to perform Work beyond the scope of this Contract for which payment is desired, it shall notify Augusta in writing, state that the work is considered outside the basic scope of work of this Contract, give a proposed cost for additional work, and obtain the approval in writing from Augusta prior to performing the additional work for which it is to be paid. Augusta shall in no way be held liable for any work performed under this section which has not first been approved in writing by Augusta.
- dd. Augusta and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract; except as above, neither Augusta nor Contractor shall assign or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of Augusta, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- ee. Any document supplied by Contractor to Augusta related to the services provided hereunder shall remain the property of Augusta. Augusta reserves the right or approval prior to the distribution of any written material prepared by Contractor. Contractor agrees that Augusta may reuse all such documents, in its sole discretion, without first obtaining the permission of Contractor and without any further payment to Contractor

2.4 PROFESSIONAL SKILLS AND TRAINING OF PERSONNEL. All of Contractor's personnel shall possess the professional skills, expertise and experience necessary to perform the jobs which each holds and those which are required to be Licensed or certified by any applicable law or regulation, shall have and maintain all necessary Licenses and certifications while performing services hereunder. Contractor's personnel shall attend training sessions sufficient to maintain any Licenses or certifications (if required) necessary to perform the jobs, which each such person performs. The cost of training and/or certification maintenance of Contractor(s)'s employees shall be the sole responsibility of the Contractor(s).

2.4 WORK SCHEDULES AND WORKING CONDITIONS. Contractor shall utilize work schedules, shift assignments, and provide adequate working-conditions in compliance with applicable law in all material respects. Contractor shall comply with all federal and state wage and labor laws. Contractor shall maintain, and provide to Contract Administrator, written policy demonstrating utilization of management practices that ensure personnel working extended shifts, part time jobs, and voluntary or mandatory overtime, are not fatigued to an extent that might impair judgement or motor skills and will not negatively affect patient care.

2.6 RESPONSE REQUIREMENTS. In providing EMS under this Contract, contractor shall meet the Response Time Standards. In each instance where the Response Time Standard is not met, the Contract shall notify the Contract Administrator, within the monthly reports as provided in Section 2.13.1. The Contractor and the Contract Administrator shall review these occurrences quarterly. Contractor(s) shall respond to all calls, without delay, with the closest available appropriate unit when dispatched. All response times, measured in seconds and not whole minutes. Contractor shall have a six month period from the Effective Date to comply with this provision.

2.7 PSAP OPERATIONS. On all 911 calls transferred to the Contractor's Dispatch Center from the Augusta, Georgia PSAP, Contractor's personnel shall use appropriate Emergency Medical Dispatch (EMD) protocols and Contractor's Dispatch Center shall report to PSAP the priority level for the incident. PSAP personnel will determine any need for First Response by the Augusta, Georgia Fire Department based on Fire Department Operational Procedures. At the Contractor's expense, Contractor shall furnish and maintain a system status board in the Augusta, Georgia PSAP, which shall show location and status and provide GPS tracking of each ambulance assigned to Richmond County. Prior to the start of each 12-hour shift Contractor shall provide the PSAP and the Contract Administrator and/ or designee of Augusta, Georgia with a roster of

each ambulance assigned to Richmond County, the personnel on each ambulance, and each personnel's certification level.

2.8 USE OF MUTUAL AID AND EMERGENCY MEDICAL RESPONDERS ALLOWED.

Contractor will arrange for and utilize Mutual Aid Agreements with other EMS providers as determined by the Contractor, and may utilize Emergency Medical Responder services furnished by itself or neighboring EMS providers, pursuant to any applicable mutual aid agreements, as determined by the Contractor. If any compensation to the neighboring EMS provider is agreed to, it is the responsibility of the Contractor to pay such compensation. Augusta, Georgia shall be notified of all Mutual Aid Agreements by the Contractor.

Contractor shall have a signed agreement with a secondary ambulance service to serve as a back-up transport service within ninety (90) days of execution of the Agreement. A copy of said agreement shall be promptly provided to the Contract Administrator.

2.9 CONTRACTOR PERSONNEL. All persons employed by Contractor in the performance of work under this Contract shall be holders of appropriate permits to their professions. It is understood and agreed that Contractor and its employees shall comply in all material respects with customary procedures, standards, rules and regulations for Patient care and Ambulance maintenance.

2.10 PROFESSIONAL CONDUCT AND DRESS. Contractor's employees and agents shall provide courteous and professional conduct and appearance at all times. The EMS Personnel shall have a uniform to be worn when on duty. Uniform styles shall be determined by the Contractor. Identification of the Contractor's employee EMS license or certification level must be visible while operating in the field. All EMS personnel must undergo blood and urine drug screens for detection of infectious diseases or illegal substances in accordance with the requirements under the Occupation Safety Health Act, and/or Contractor rules and regulations, and are the responsibility of the Contractor.

- Contractor(s) shall make each employee aware of his/her responsibility to consent to the release of information between Augusta, Georgia and the Contractor(s).
- Contractor(s) shall allow County personnel to ride along with Contractor(s)'s staff for the purpose of training and/or remediation of AFD personnel, to include all levels of licensure at no charge to Augusta, Georgia.
- All response personnel shall be physically capable of performing the tasks assigned by the Contractor(s) to meet the needs of this contract.
- The Contractor(s) will immediately transport to a facility for testing any Personnel suspected to be using or under the influence of drugs or alcohol or other intoxicant or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. The Contractor(s) will be responsible for any and all costs associated with this testing. Any Personnel suspected of being under the influence of any drug or intoxicating substance will be immediately relieved of duty by Contractor(s) until there is clinical proof to the contrary.
- Clinical performance must be consistent with approved medical standards, protocols and guidelines set forth by the State of Georgia and Augusta, Georgia.
- Should the need arise, following formal investigation to the same, Augusta, Georgia reserves the right to prohibit a specific employee of the Contractor(s) from working on units providing response within the Richmond County response area.

2.11 STANDARDS FOR VEHICLES AND EQUIPMENT MAINTENANCE.

- a) Ambulances performing services under this Contract shall meet or exceed the vehicle specifications outlined in the Georgia Ambulance Rules & Regulations. Ambulances with mileage in excess of 350,000 miles shall not remain in the front line fleet and reserve or backup Ambulances with mileage in excess of 450,000 shall not be utilized except in exigent circumstances.
- b) Each Ambulance shall be equipped with all required equipment and supplies for operations as required by the Act and the approved Medical Protocols.
- c) All costs of maintenance and repairs, including parts, supplies, labor, subcontracted services related to the Contractor's fulfillment of its obligations under this Contract and costs of extended warranties shall be at Contractor's expense.
- d) All mechanical, safety and special equipment shall be subject to inspection at any reasonable time by Contract Administrator or designee.
- e) No ambulance that has been substantially damaged shall be placed back in the service line until it has been adequately repaired.

2.12 MEDICAL DIRECTOR AND MEDICAL PROTOCOL. Contractor shall employ a Medical Director at all times during the term of this Contract. Medical Protocol that effects the service provided hereunder shall be subject to the reasonable approval of the EMSAB.

2.13 DISASTER RESPONSE. During a declared disaster, as determined by an agency of government either locally or in a neighboring jurisdiction, the normal course of business under this Contract shall be interrupted from the moment the Contractor has received actual notice of the disaster situation. Contractor shall commit such resources as are necessary and appropriate, as determined in Contractor's discretion, given the nature of the disaster, and shall assist in accordance with the disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster-related provisions of this Contract are:

- a) During the course of the disaster, Contractor shall use reasonable best efforts to provide local ambulance coverage and if necessary, Emergency responses, informing persons requesting such service of the reason for temporary suspension.
- b) During such period, Contractor shall be released from time reporting requirements, including late run penalties, until notified by the EMA Director or designee that disaster assistance is terminated
- c) When disaster assistance has been terminated, Contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need to restocking, and other relevant considerations.
- d) In the event that additional resources are necessary to respond to the disaster, as determined in the discretion of Contractor, provision of such services by Contractor shall be pursuant to a separate Contract between Contractor and Augusta, Georgia.

2.13.1 REQUIRED REPORTS.

A. Reporting Requirements. Until such time as Augusta, Georgia has its middleware system in place, the Contractor shall provide to Augusta, Georgia a daily report containing requests for service calls that have a response time greater than thirty (30) minutes, as well as hospital wall time for the preceding 24 hours. This report shall also include units dispatched for calls originating outside of Richmond County. Contractor will also provide monthly indigent report of all calls written off for nonpayment. Once a quarter, during the term of this Contract, the Contractor shall provide to Augusta, Georgia an initial response time performance report relative to every request for 911 ambulance service originating within each priority zone classification (i.e. urban or rural) within the Service Area. Separate reports shall be submitted for Urban and Rural area.

Contractor(s) shall use an electronic based patient care reporting system (ePCR) that is Georgia Emergency Medical Services Information System (GEMSIS) compliant. The Contractor(s) will

allow the AFD Representative administrative access to their County related data stored on the GEMSIS server.

The Contract Administrator and/or designees of Augusta, Georgia will be notified by email any time an Ambulance or QRV is taken out of service for a period greater than six hours. The Contract Administrator and/or designees of Augusta, Georgia shall be updated by email as necessary to the status of these units.

Within ten (10) business days of the award of the contract, Contractor shall provide a list of staff along with their certification numbers. List shall be kept current and up-to-date during the term of the contract and provided to AFD quarterly or as requested.

Contractors shall submit a daily staffing roster for the previous 24 hours including the employee name and certification level and a deployment plan for the next 24 hours to the AFD Representative no later than 0900 hrs. The roster and deployment plan must be updated and resubmitted as changes are made.

Contractor shall notify Augusta, Georgia in writing within four (4) hours of any and all, accidents, injuries, complaints or mechanical difficulties, or other matters warranting notice, with regard to services provided under the Contract.

Contractor must have a comprehensive complaint management plan to address and mitigate customer complaints. The Contractor(s) must notify Augusta, Georgia of the outcome or status of said complaint given due and timely notice. Incidents that require follow up to the customer must be resolved by the end of five (5) business days from when the call was received, and if not possible, a call must be made to the customer with the status of the request. The Contractor must provide a monthly report listing and detailing all complaints received and complaint outcomes within 15 calendar days of the preceding month to include but not be limited to the following elements:

- a. Billing complaints
 - b. Customer service complaints
1. Augusta, Georgia must be notified in writing within two (2) business days whenever the following occurs:
 - a) Change in the Contractor(s)'s management or supervisory structure.
 - b) Contractor(s) shall provide AFD with the name, address, telephone number, and e-mail for the Contractor(s)'s Medical Director during the term of the contract.
 - c) Contractor(s) shall notify Augusta, Georgia of any changes in the name, address, telephone number, fax number, and e-mail for the Contractor(s)'s Medical Director during the term of the resulting contract.
 - d) Contractor(s) shall provide a monthly summary report of Quality Improvement issues, including remedies or corrective actions and attend a monthly meeting with a AFD Representative to review the findings.
 2. Monthly Report – Until such time as Augusta, Georgia has its middleware system in place, Contractor(s) shall submit monthly reports, which shall include call priority number, in a spreadsheet format, to the Contract Administrator including, but not limited to:

All information regarding average and 90th percentile performance measures for the following time segments:

- a) Turnout Time – from when the call is received by ambulance from the contractor's communication center via notification by the CAD until the unit is en route.
- b) Travel Time – from when the unit is en route to when the unit arrives on scene
- c) Total Response Time – (Turnout Time + Travel Time = Total Response Time).
- d) Scene Time – from when the unit arrives on scene until the unit is en route to the hospital or returns to service.
- e) Transport Time – from when the unit is en route from the scene to a destination facility until arrival at a destination facility.
- f) At Hospital Time – from when the unit arrives at the destination facility until the unit returns to service

Monthly reports must be submitted to AFD no later than the 5th day of each month for the preceding month.

Reports should include information specific to incorporated and unincorporated areas of Augusta, Georgia.

Reports need to be countywide in scope, as well as individual reports using current geographic municipal boundaries for each City inside the County to include the abovementioned information.

Annual Report - Contractor(s) shall also submit a year-end report summarizing services provided for the contract period and any renewal contract period by January 15th of each contract term.

Contractor(s) shall provide the raw incident response data for any report submitted.

Quarterly reports shall include a listing by zone classification of Response Time Exceptions, including responses for which Augusta, Georgia may grant Response Time Exceptions, as provided herein. The format of such report shall be agreed upon by Contractor and Augusta, Georgia.

B. Request for Response Time Exemption. Once a quarter, during the term of this agreement, the Contractor shall submit a list identifying Response Time Exceptions for which it requests a Response Time Exemption. The Contractor's request shall include sufficient documentation of the circumstances of each incident to justify an Exemption.

Response Time Exemptions will be granted for:

i. Requests during a declared disaster confirmed by Augusta, Georgia locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to simultaneously maintain coverage within the Service Area while providing disaster assistance as needed. Upon resolution of the disaster event, the Contractor shall apply to the Contract Administrator for retrospective relief from the late-run penalties accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.

ii. Delayed responses occurring due to hospital emergency department offload times (wall time) prolonging ambulances returning to service for emergency calls. Documentation, including the status and activity of all dedicated EMS System ambulances during instances of delayed responses attributable to offload delays and associated delayed response data shall be

provided.

In addition to the above exceptions from response time requirements, response time requirements shall be exempted for late responses as follows:

- a. Responses cancelled prior to the arrival of Contractor on scene;
- b. Responses not resulting in patient contact;
- c. Responses during an unpredictable system overload period. Overload shall be defined as when the number of requests for service exceeds eight current calls and all ambulances as required by Section 2.3 are dispatched. When the system is in a period of overload, all non-compliant calls during that period shall be automatically exempted;
- d. Response during the time Contractor is responding to a single emergency requiring more than two (2) ambulances (such as a bus wreck or multi-vehicle pile-up);
- e. Responses delayed by transmission of erroneous, incomplete or inaccurate information by the PSAP, including but not limited to incorrect addresses or call locations whether the fault of the PSAP or the caller;
- f. Responses delayed due to inclement weather resulting in slowed traffic patterns and/or hazardous driving conditions that are reported by crews to the PSAP or Communications Center while enroute or that are reasonably documented by other means after the response (e.g., moderate/heavy rain, sleet, snow); and
- g. A hospital delay period ("Hospital Delay Period") shall be a period where a response is delayed due to: (i) local hospital overload causing units to transport patients past the closest appropriate facilities, i.e., a declared diversion; and/or (ii) emergency room patient saturation levels causing off-load times for two (2) or more ambulance crews in excess of 30 minutes to overlap. All Contractor non-compliant calls that were dispatched during a Hospital Delay Period shall be automatically exempted.

iii. No Other Exemptions. No other causes of late response within Contractor's reasonable control (i.e. equipment failure, at-fault vehicular accident) shall serve to justify Exemption from Response Time Standards or late-run penalties unless specifically authorized by the Contract Administrator.

C.. Method of Measurement. For purposes of determining Contractor's compliance with Response Time Standards, the following shall apply:

- i. Requests not resulting in patient contact, unless it can be established that the reason for the lack of patient contact was due to Contractor's long response time (e.g. call was cancelled after the expiration of the applicable response time standard), shall not be counted.
- ii. Time-On-Scene shall be the time Contractor notifies dispatch Center that it has arrived at the incident location. Response to locations lacking access by way of a street or road maintained for public or private use shall be measured as the interval between Time-Call-Dispatched and the time the responding crew advises the Contractor's Dispatch Center they are leaving the maintained street or road to access the patient (e.g. staging area). Arrival "at scene" shall be the time the ambulance arrives at the designated staging

location or when QRV arrives at the designated location when patient transport is not required, provided however, that if a QRV is first on scene and determines that the Priority of the call is upgraded or downgraded, then the Response Time for the ambulance shall commence at the time the Priority of the call is communicated by the QRV.

iii. In cases where multiple ambulances are dispatched to a single incident, the Contractor's first arriving responder shall "stop the clock" and response times of later-arriving ambulances shall be excluded for response time statistics and late-run penalties.

D. Incorrect Information. In the event a calling party gives the Contractor's Dispatch Center an incorrect address, the stated address is repeated back to the calling party by the dispatcher, and the stated address is confirmed by the caller as the correct address, response time shall be measured from the time the Contractor's Dispatch Center receives or otherwise discovers the correct address until the Contractor's ambulance arrives at the scene.

E. Late Run Liquidated Damages. Within ninety (90) days of the final response report for each quarter, Contractor shall pay a penalty of One Thousand Dollars (\$1000) for each response Time Standard average that it fails to meet in a given quarter.

2.14 QUARTERLY CONTRACT COMPLIANCE. The EMSAB shall meet quarterly to receive information regarding Contractor's contract compliance and to discuss any issues arising under the contract and review reports submitted. The Chairperson of the EMSAB shall be the Contract Administrator.

The contractor agrees to provide Augusta, Georgia and its municipal partners the ability to enhance their level of service. The enhancement may take the form of dedicated units for an area to be agreed upon by the entity or entities funding the enhancement.

2.15 OTHER PROVIDERS OF 9-1-1 EMERGENCY AMBULANCE SERVICES. With the exception of the provision for backup services or for Emergency Medical Responders or the termination of the Contract as provided for herein or as required by action of the Department, Augusta, Georgia shall not enter into any Contract with any other contractor for ground response to 9-1-1 requests for Ambulance responses and Emergency Medical Services within the Service Area during the term of the Contract and any renewal thereof. Nothing herein shall be construed as prohibiting other contractors from providing Non-emergency Ambulance Services within the Service Area.

2.16 EMERGENCY REQUESTS TAKE PRIORITY. Whenever 9-1-1 requests for Ambulances are of such a volume that there are not sufficient Ambulances or personnel to meet the needs of Non-Emergency responses, Contractor shall place a priority on fulfilling Emergency requests. Contractor shall notify the individual or organization requesting such Non emergency service, explain the reason for the temporary delay and furnish a realistic estimate of when service will be available. Contractor shall make every reasonable effort to reduce and eliminate delays for Non emergency services.

2.17 QUARTERLY EQUIPMENT REPORT. Within thirty (30) business days after the end of each year's quarter, Contractor shall provide Augusta, Georgia with a list of Vehicle Identification Numbers and corresponding mileage on each front line Ambulance and back-up Ambulance used in the performance of Contractor's duties under this Contract.

2.18 RIGHT OF INSPECTION. The Contract Administrator may, by providing prior written notice, inspect facilities and equipment being used to operate the EMS System, provided such inspection right shall be just and reasonable and related to Contractor's duties under this Contract, and further provided that such inspection right shall not interfere with the performance of Contractor's duties under this Contract.

ARTICLE III PAYMENTS AND FEES

3.1 COMPENSATION. As compensation for services rendered under this Contract, Contractor shall receive the following:

- a. Subsidy as provided in Section 3.2 hereof; and
- b. Patient Charges as provided in Section 3.3. hereof; and
- c. A one time flat fee of \$ 2,000,000 for implementing the QRV service set forth in Section 2.3(e) as well as other operational and capital expenses related to this agreement, payable in a lump sum within 30 days with immediately available funds.

3.2 SUBSIDY. Augusta, Georgia may pay Contractor an annual Subsidy in the amount of (\$1,950,000) for each year of this Contract. The subsidy amount may be made in equal monthly increments, being due on the first day of each calendar month, but not past due until the 15th day of the calendar month. Any partial years hereunder shall be prorated.

3.3 PATIENT CHARGES. Contractor may charge Patients who use its Emergency Medical Services fees not in excess of those described on Exhibit "B" attached hereto, subject to increases as provided for in Section 3.5 hereof. Augusta, Georgia shall have no liability for the payment of any unpaid Patient Charges. Augusta, Georgia shall have no liability for the payment of unpaid Patient Charges.

3.4 USER FEES. All retail patients, including beneficiaries of Medicare and Medicaid, patients covered by insurance and patients who have no insurance benefits will be charged equal amounts for equivalent services, subject to contractual allowances. Should Contractor institute a subscription program, all members will be "charged" at the retail rate, regardless of the amounts collected or collectable. Fees collected from managed care organizations utilizing an at-risk or capitated fee structure shall not be considered when calculating the Average Patient Charge (APC).

3.5 COMPENSATION ADJUSTMENT. Contractor may request, to the Augusta, Georgia Commission, an increase of Patient Charges under this Contract from time to time as determined. In the event this determination is foreseeable, the Contract Administrator must be notified in writing as soon as practically possible. Contractor may not increase Patient Charges no more than 5% in any year as compared to the prior year during the term of this Contract without written, prior, consent from the Augusta, Georgia Commission.

3.6 PERFORMANCE ADJUSTMENT. Beginning on the one hundred eightieth (180th) day following the Effective Date, if Contractor fails to staff one of the required vehicles under this Contract more than four times per month then there shall be a \$1,500 penalty for each occurrence. For purposes of this Contract, a vehicle is considered to be "not staffed" if it is out of service for more than 6 hours in a 24-hour period.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

As an inducement to Augusta, Georgia to enter into this Contract, Contractor represents and warrants to Augusta, Georgia as follows:

4.1 ORGANIZATION AND FORMATION. Contractor is duly organized corporation in good standing under the laws of the State of Georgia and is authorized to do business in the Service

Area.

4.2 CAPACITY. Contractor has full power, authority and legal right to execute and deliver this Contract and to perform its duties hereunder, including delivery of the services contemplated hereby.

4.3 AUTHORITY AND ENFORCEABILITY. The execution, delivery and performance by Contractor of this Contract have been duly authorized by all necessary corporate action and do not and will not require any registration with consent or approval of, notice to, or any action by, any other person or entity. The provisions of this Contract constitute legal, valid and binding obligations of Contractor.

4.4 COMPLIANCE WITH OTHER INSTRUMENTS. The execution and delivery of this Contract and compliance with its terms, will not result in a breach of any of the terms or conditions of, nor constitute a default (with due notice or lapse of time or both) under any indenture, Contract, order, judgment or instrument under which Contractor is a party or by which Contractor or its property may be bound or affected; nor result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable, nor violate any provision of applicable law.

4.5 DISCLOSURE. To the best of Contractor's knowledge, nothing in this Contract contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not materially misleading. For purposes of this Contract, the term knowledge shall mean actual knowledge without independent investigation.

As an inducement to Contractor to enter into this Contract, Augusta, Georgia represents and warrants to Contractor as follows:

4.6 ORGANIZATION. Augusta, Georgia is a body politic and corporate, and a political subdivision of the State having all the governmental and corporate powers, duties, and functions held by and vested in the City of Augusta and Richmond County, Georgia.

4.7 CAPACITY. Augusta, Georgia has full power, authority and legal right to execute and deliver this Contract and to perform its duties hereunder, including delivery of the payments contemplated hereby.

4.8 AUTHORITY AND ENFORCEABILITY. The execution, delivery and performance by Augusta, Georgia of this Contract have been duly authorized by all necessary action and do not and will not require any registration with, consent or approval of, notice to, or any action by, any other person or entity. The provisions of this Contract constitute legal, valid and binding obligations of Augusta, Georgia.

4.9 COMPLIANCE WITH OTHER INSTRUMENTS. The execution and delivery of this Contract and compliance with its terms, will not result in a breach of any of the terms or conditions of, nor constitute a default (with due notice or lapse of time or both) under any indenture, Contract, order, judgment or instrument under which Augusta, Georgia is a party or by which Augusta, Georgia or its property may be bound or affected; nor result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable, nor violate any provision of applicable law.

4.10 DISCLOSURE. To the best of Augusta, Georgia's knowledge, nothing in this Contract contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein not materially misleading. For purposes of this Contract,

the term knowledge shall mean actual knowledge without independent investigation.

ARTICLE V ADDITIONAL COVENANTS

During the term of this Contract, Contractor shall comply with each and every one of the following covenants.

5.1 COLLECTION OF PATIENT CHARGES. Contractor shall use its reasonable best efforts to collect Patient Charges by utilizing all reasonable means allowed by law; provided, however, that Contractor shall not be required to pursue collections in those instances where it is not economically reasonable to do so.

5.2 NOTICE OF DEFAULT. Upon its discovery of the occurrence of any default (or the existence of any fact or circumstance which can be reasonably expected to result in a default), or other noncompliance with any provision, term or condition of this Contract, the party alleging the default shall immediately give written notice detailing the default.

5.3 INSURANCE REQUIREMENTS. Contractor shall furnish Augusta, Georgia proof of coverage for the insurance requirements stipulated below, provided that Contractor may meet all or part of such requirements through self-insurance, to the extent permitted by law, upon proof of the same to Augusta, Georgia. All policies shall be written on an occurrence basis. No vehicle shall be operated by Contractor unless there is coverage in effect as provided for by the following:

- a. General liability in an amount not less than one million dollars (\$1,000,000) per occurrence limit, two million dollars (\$2,000,000) for the General Aggregate Limit (other than Products/Completed Operations), and one million (\$1,000,000) limit for products/completed operations per occurrence/aggregate.
- b. Vehicle liability insurance with a combined limit of liability, per accident, of one million dollars (\$1,000,000) coverage for Non-Owned and Hired liability, on all covered vehicles.
- c. Professional liability insurance in an amount of not less than one million (\$1,000,000) for the per occurrence limit and two million dollars (\$2,000,000) for the general aggregate limit.
- d. Excess liability limits of one million dollars (\$1,000,000) general aggregate over the underlying limits outlined above.
- e. Workers' compensation and employer's liability insurance as required by and in conformance with the laws of the state of Georgia.

5.4 COMPLIANCE WITH ABUSE REGULATIONS. Contractor shall comply with the Department's regulations concerning the prompt reporting of any suspected abuse of a child or elderly person.

5.5 PERMITS. Contractor holds a State ambulance License and all State and local vehicle permits necessary to provide EMS hereunder. Contractor shall be responsible for verifying that the State and local certifications and Licenses of its EMS personnel are in order and current at all times.

5.6 COMPLIANCE WITH REGULATIONS. Contractor shall materially comply with the Act, all current and future rules and regulations promulgated by the Department, and any other statute, rule or regulation governing the operation of the EMS System.

5.7 RELIANCE ON REPRESENTATIONS, WARRANTIES AND COVENANTS. Each and every representation, warranty and covenant contained herein, and all such representations,

warranties and covenants in the aggregate, have been and will continue to be relied upon by Augusta, Georgia and are material to its decision to enter into and perform its obligations under this Contract.

5.8 ANNUAL FINANCIAL DISCLOSURES. Upon the City's written request, Contractor shall provide the City with access, at Contractor's offices, to view the annual compiled financial statements, showing the results of operations of Contractor under this Contract only, prepared by its regular accounting firm which shall be prepared on a consistent basis throughout the period involved in accordance with the cash basis of accounting. Statements shall be available upon written request, as soon as available, but not later than one hundred twenty (120) days of the close of each fiscal year. City shall have view only access and shall not be permitted to remove Contractor's financial information from its offices or make copies of such information. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for service rendered to the City pursuant to the contract are required and shall fairly present in all material respects the financial condition of the Contractor's operations under this Contract for the periods indicated. The financial statement shall include quarterly reports of monthly and year to date payer mix, cash income, accounts receivables status which shows actual collections verses write off of bad debt, discounts and reductions of fees.

5.9 RECOVERY FOR OVER-BILLING. If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

- a. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- b. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.
- c. Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

5.10 EMPLOYEE REPORTING. Contractor shall furnish to all employees approved "Incident Report Forms" and shall require employees to utilize such forms; and Contractor shall furnish its employees with approved "Equipment Failure Report Forms" and shall utilize such forms in conjunction with its equipment maintenance program.

ARTICLE VI TERMINATION

6.1 AUGUSTA, GEORGIA'S TERMINATION RIGHT.

- a. During the term of this Contract, as required by O.C.G.A. § 36-60-13, Augusta, Georgia shall have the right to terminate this Contract as set forth herein in Section 2.1.
- b. Augusta, Georgia may, for its own convenience and at its sole option, elect to terminate the Contract by delivering to Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least one hundred twenty (120) days prior to the effective date of termination. Anytime after the twelfth (12th) month following the Effective Date, Contractor may terminate this Contract for its own convenience and at its sole option by delivering to

Augusta, Georgia, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Augusta, Georgia at least one hundred twenty (120) days prior to the effective date of termination.

6.2 DEFAULTS. The following events shall constitute “Events of Default” under this Contract:

- a. If a receiver is appointed to take possession of all of substantially of the assets of Contractor, or Contractor makes an assignment for the benefit of creditors or files for bankruptcy or fails to have dismissed within 30 days a petition for involuntary bankruptcy.
- b. If there is an attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor’s assets (or any other right or interest of Contractor in property) used to carry out its obligations under this Contract, if such attachment, lien, levy, encumbrance, execution or other seizure remains un-dismissed, undischarged, or not released for a period of thirty (30) days after the attachment, lien, levy, encumbrance, execution or other seizure thereof.
- c. If either party shall breach any other term, condition or covenant of this Contract and such breach shall not be cured after written notice and a twenty (20) day right to cure unless a longer or shorter cure period is elsewhere provided herein; provided, however, that if the default cannot be cured within said twenty (20) day period and diligently pursues the cure to completion, then the default shall be deemed timely cured, but in no event shall the time to cure a default exceed sixty (60) days.
- d. If Augusta, Georgia fails to make any payments due from it to Contractor under the terms of this Contract after written notice and a ten day right to cure.
- e. If Contractor is not the designated 911 provider for the Richmond County EMS Zone.

6.3 REMEDIES UPON DEFAULT. Upon the occurrence of Event of Default by Contractor or by Augusta, Georgia that is not timely cured, the non-defaulting party may immediately terminate this Contract by giving written notice of termination which shall specify the effective date of the termination.

6.4 PAYMENT IN THE EVENT OF DEFAULT. In case of termination of this Contract before completion of the work, Contractor will be paid only for the work performed through the effective date of termination as determined by Augusta, Georgia.

6.5 DAMAGE LIMITATION. Neither party shall be entitled to recover punitive damages from the other party to this Contract for any reason whatsoever, except if otherwise provided herein.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT CONTRACTOR. Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Contract shall in any way be construed to appoint or constitute Contractor as the agent, employee or representative of Augusta, Georgia. The manner and method of completing the work undertaken by Contractor shall be determined in its sole discretion.

7.2 GOVERNING LAW. This Contract shall be subject to and governed according to the laws of the State of Georgia.

7.3 REMEDIES NOT WAIVED. Contractor agrees that the work specified shall be completed

without further compensation except as provided in this Contract. Payment shall not be a waiver by Augusta, Georgia of any claims for breach or default.

7.4 BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

7.5 ASSIGNMENT. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto, such consent not to be unreasonably withheld, and any attempted assignment without such consent shall be considered null and void. Notwithstanding the foregoing, Contractor may assign this Contract by reason of an Acquisition or Asset Transfer. For purposes of this Contract:

“Acquisition” means (i) any consolidation or merger of Contractor with or into any other limited liability company, corporation, partnership, or other entity, or any other reorganization, other than any such consolidation, merger, or reorganization in which the interests of Contractor immediately prior to such consolidation, merger, or reorganization continue to represent a majority of the economic interests and voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger, or reorganization; or (ii) any transaction or series of related transactions in which in excess of 50% of Contractor’s economic interests or voting power is transferred; and

“Asset Transfer” means a sale, lease, exclusive license, or other disposition of all or substantially all of the assets of Contractor.

Contractor shall provide written notice within 120 days of the closing of any such Acquisition or Asset Transfer and this Contract shall be deemed assigned effective as of the date such notice is delivered to the Contract Administrator.

7.6 VENUE. All claims, disputes and other matters in question between the Contractor and Augusta, Georgia arising out of or relating to the Contract, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Contract, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

7.7 SEVERABILITY. If any portion or portions of this Contract shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violated the present legal and valid intention of the parties hereto.

7.8 NOTICES. Any notice required or permitted to be given pursuant to any provisions of this Contract shall be given in writing, and either delivered in person, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

Augusta, Georgia
Attention: Contract Administrator
3117 Deans Bridge Road
Augusta, Georgia 30906
Fax Number (706) 821-2907

Gold Cross EMS, Inc.
Attention: Chief Executive Officer
P.O. Box 14848
Augusta, Georgia 30919
Fax Number (706) 396-2100

And

Attention: General Counsel
535 Telfair Street, Building 3000
Augusta, GA 30901
Fax Number (706) 821-5556

And

Attention: Office of the Administrator
535 Telfair Street, Suite 910
Augusta, GA 30901
Fax Number (706) 821-2819

The notification addresses listed above can be changed by either party with written notice to the other party.

7.9 ENTIRE CONTRACT / OTHER CONTRACTS. This Contract constitutes the entire Contract and understanding between the parties with respect to the subject matter hereof and supersedes any previous Contract or understanding, whether oral or otherwise. No modification of this Contract shall be valid unless in writing and signed by each of the parties hereto. This Contract shall not supersede or affect other Contracts between the Augusta, Georgia and Contractor for compensation to Contractor for services other than responding to 9-1-1 Calls, except as specifically provided in such Contracts.

7.10 MODIFICATIONS AND WAIVERS. Neither this Contract nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought.

7.11 CAPTIONS. Captions to the Articles and Sections of this Contract are for convenience of reference only and in no way define, limit, describe or affect the scope or intent of any part of this Contract.

7.12 LIMITATION ON LIABILITY. Except for the liquidated damages set forth herein, neither party shall be liable for any special, incidental, consequential, indirect or exemplary losses or damages pertaining in any way to the provision of services under this Contract.

7.13 FORCE MAJEURE. Neither party shall be responsible for any loss or damage resulting from any delay or failure in performing any provision of this Contract if the delay or failure resulted from:

- a. Compliance with any law, rule, ruling, order, regulation, requirement or instruction of any government or any department or agency thereof,
- b. Acts of God, pandemic or epidemic, and
- c. Third party acts which interfere with Contractor's ability to perform hereunder.

Neither Party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, changes in law, regulations or policies of the Government.

Any delay resulting from any of such causes shall extend performance accordingly or excuse performance in whole or in part, as may be necessary.

7.14 COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7.15 EXECUTION BY EMAIL, DELIVERY OF ORIGINAL SIGNED CONTRACT. This Contract may be executed by signing and emailing scanned signature pages via pdf, in counterpart. Each party to this Contract agrees to deliver two original, inked and signed Contracts within two days of faxing the executed last page hereof.

7.16 NO ESTIMATED BUSINESS VOLUME. Augusta, Georgia makes no representations concerning the number of Emergency and Non-Emergency calls or transports, quantities or length of long distance transfer service, or frequency of special event coverage, which will be associated with this Contract.

7.17 INDEMNIFICATION BY CONTRACTOR. To the extent allowable by law, Contractor hereby agrees to defend, indemnify and hold harmless Augusta, Georgia, its Commissioners, officers, employees, and agents from and against any and all losses (including death), third party claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), cause by, relating to, based upon or arising out of any act or omission constituting gross negligence or intentional misconduct by Contractor, its directors, officers, employees, subcontractors, successors, assigns or agents.

7.18 NO CONFLICT. Contractor represents and warrants that it presently has no interest, direct or indirect, and covenants and agrees that it will not, during the term of this Contract, acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of its duties and obligations hereunder. Contractor further covenants and agrees for itself, its agents, employees, directors and officers to comply in all material respects with the provisions of the Official Code of Georgia (O.C.G.A. §§45-10-20 et. seq.) and the provisions of the Augusta, Georgia Code of Ethics governing conflicts of interest of persons doing business with Augusta, Georgia as such provisions now exist and may be amended hereafter.

7.19 PROHIBITED INTERESTS. No official, officer or employee of Augusta, Georgia who is authorized in such capacity and on behalf of Augusta, Georgia to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any public safety contract, or any subcontract in connection therewith, shall become directly or indirectly interested personally in this Contract or in any part hereof.

7.20 COMPLIANCE WITH APPLICABLE LAWS. The Contractor's attention is directed to the fact that all applicable federal, state, and county laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. The Contractor shall keep itself and its employees fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If Contractor discovers any discrepancy or inconsistency in this Contract in relation to any such law, regulation, ordinance, order, or decree, Contractor shall promptly report the same, in writing, to Augusta. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations, and shall protect and indemnify Augusta and its agents against any all damages and claims arising out of any violation of such law, ordinance, regulation, order, or decree, whether by Contractor or its employees.

7.21 GEORGIA OPEN RECORDS ACT. Contractor acknowledges that certain information provided in this Contract is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq provided however Contractor shall not be generally subject to such open records laws by virtue of entering into this Contract and the parties acknowledge that Contractor is a privately owned business.

7.22 JUDICIAL INTERPRETATION. The law of the State of Georgia shall govern the construction of this Contract. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same, it being agreed that the agents of all parties have participated in the preparation hereof and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract and any additions written or typed hereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Contract shall be construed against either party hereto.

7.23 LOCAL SMALL BUSINESS. In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

7.24 MODIFICATION. Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of and approval by the Augusta, Georgia Commission. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity. No change, amendment, or modification of the Contract or any part thereof, is valid unless stipulated in writing and signed by the Contractor, City and approved by the Augusta Commission, unless specifically allowed for by the Contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each to be considered as an original by their authorized representative, this

_____ day of _____, 2022.

CONTRACTOR

AUGUSTA, GEORGIA

By: _____
VINCE BROGDON
Chief Executive Officer Gold
Cross EMS, Inc.

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
STEVEN VINCENT
Vice President
Gold Cross EMS, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT A

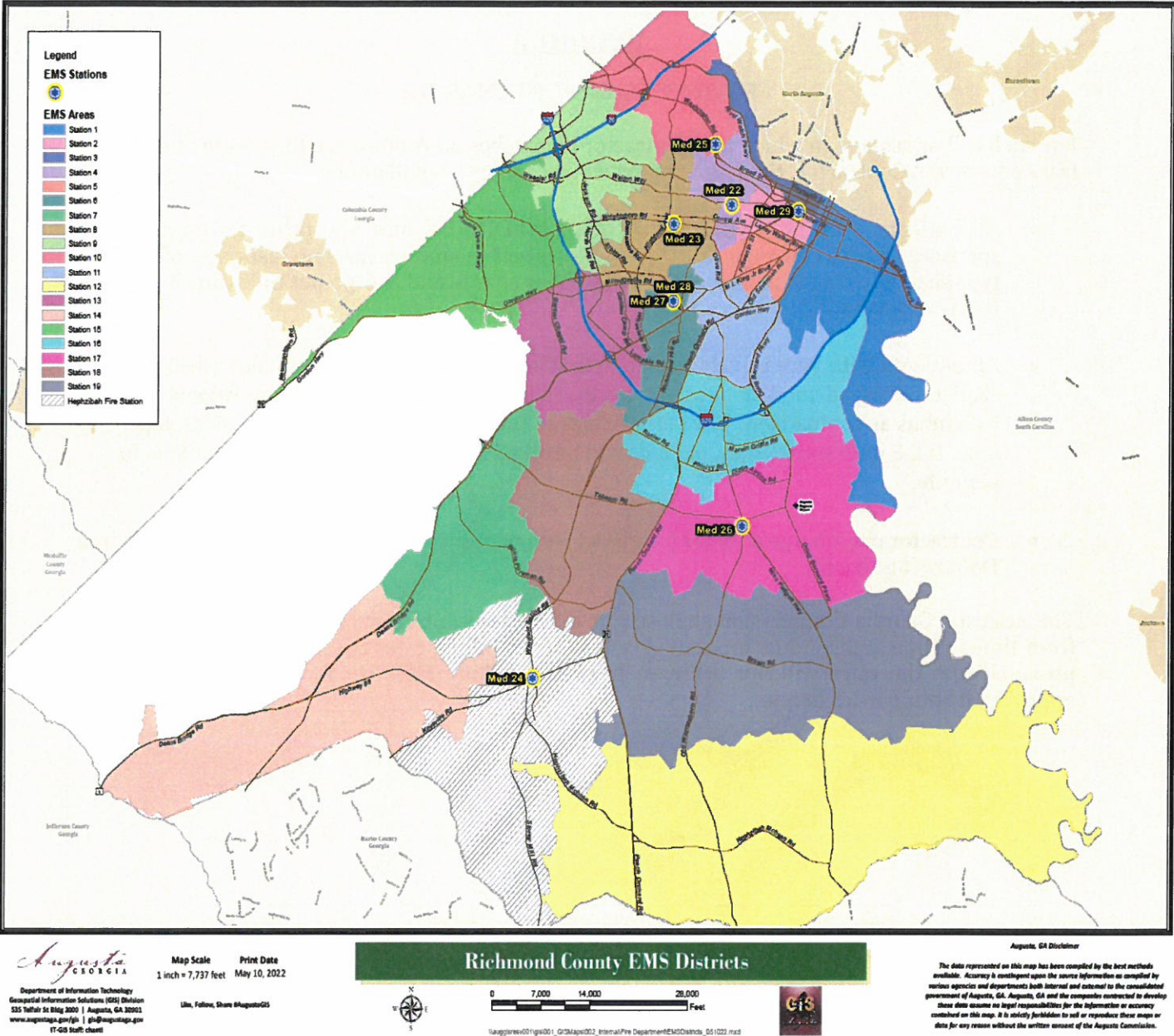


EXHIBIT B

PATIENT TRANSPORT CHARGES

For each call or request in which the Contractor dispatches an Ambulance that results in a Patient transport by the Contractor, the following schedule of charges shall apply:

- All patients with TRICARE, MEDICAID, MEDICARE and any other government sponsored health coverage, and those who are self-insured or have no insurance of any type shall be charged at the rate of \$1,150 base charge and \$16.50 per mile (no change from current MOU).
- All patients with have private health, automobile or other private insurance coverages shall be charged market rates set by the fairhealthconsumer.org using Atlanta and Columbus as comparison. The current market rates are \$1,750 base charge and \$28 per mile. If the insurance denies, patients will be billed at the \$1,150 base charge and \$16.50 per mile.
- Contractor may charge a fee for treatment with no transport in the amount of Two Hundred Dollars (\$200.00).

The Augusta, Georgia Commission shall set the billing rates for ambulance services, as amended from time to time and conduct an annual review of the billing rates based on market conditions provided that the rates will not decrease below the billing rates set forth above without the approval of both parties herein.