



## SANDY SPRINGS

GEORGIA

TO: Mayor and City Council for the City of Sandy Springs, Georgia

FROM: Keith Sanders, Fire Department Chief

DATE: June 6, 2019, for submission onto the June 18, 2018 Mayor and City Council Regular Meeting Agenda

ITEM: Approval of an Agreement with AMR for the provision of emergency medical care and transportation services

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### ***Background:***

AMR is the owner and operator of certain emergency medical care vehicles and equipment designed to respond to requests for and provide emergency medical care and transportation. AMR has in its employ trained personnel whose duties are related to the use of such vehicles and equipment and to the provision of emergency medical services. The Georgia Department of Human Resources ("DHR") has approved a Regional Ambulance Zoning Plan which designates AMR as the 9-1-1 EMS provider for North Fulton County (which includes the City). The City and AMR are currently under an agreement for an enhanced level of service to provide additional dedicated ambulances for the City. The current agreement is set to expire June 30, 2019, and the term of the attached agreement is set to take effect following the expiration of the existing agreement.

### ***Discussion:***

The attached agreement makes several changes to the existing agreement to reflect the current state of operations in the field and to update and clarify definitions. In addition, the attached agreement provides 8 ambulances at peak times and 4 ambulances 24 hours a day. The attached agreement also gives the City more ability to monitor and control daily ambulance operations, including the activation of backup service providers and the installation of mobile computer terminals and automatic vehicle locators on its ambulances. Finally, the attached agreement makes changes requiring attendance at certain training exercises and regular meetings to address ongoing operations. The rates under the agreement are a \$1725.00 base per ALS emergency response and \$1451.00 base per BLS emergency response, each with a 3% yearly escalator, and \$29.50 for mileage (the current rates are a ALS-E of \$1,280.16, BLS-E \$842.69; Mileage \$18.14; ALS 2 \$1,667.32). The subsidy for the enhanced level of service provided to the City is \$260,000 per year for a term of five years. Response time standard is 7 minutes 59 seconds.

### ***Alternatives:***

The Council could decide not to accept the attached agreement.

### ***Attachments:***

Exhibits

- Agreement

**CONTRACT BETWEEN CITY OF SANDY SPRINGS AND  
EMS VENTURES, INC. d/b/a AMR**

THIS CONTRACT (“**Contract**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Sandy Springs (hereinafter, the “**City**”), a political subdivision of the State of Georgia, acting by and through its duly elected City Council Members, and EMS Ventures, Inc. d/b/a AMR (hereinafter “**AMR**”).

WITNESSETH:

WHEREAS, the Georgia Department of Human Resources has approved a Regional Ambulance Zoning Plan which designates AMR for North Fulton County (which includes the City) as the 9-1-1 EMS provider; and

WHEREAS, AMR is the owner and operator of certain emergency medical care vehicles and equipment designed to respond to requests for and provide emergency medical care and transportation and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment and to the provision of emergency medical services; and

WHEREAS, the City and AMR are currently under an agreement, which current term is set to expire June 30, 2019; and

WHEREAS, the term of this Contract is set to take effect following the expiration of the existing agreement, and at that point shall control, supersede and replace the terms of the existing contract; and

WHEREAS, the City and AMR desire to enter into an agreement for the provision of the services contemplated herein, within the limits of Sandy Springs at an enhanced level of performance;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

**ARTICLE I  
DEFINITIONS**

- 1.1. “9-1-1 Calls” means all requests for emergency medical services received from the City and designated PSAPs.
- 1.2. “ALS Ambulance” means an advanced life support ambulance staffed with one Georgia licensed paramedic and one other Georgia licensed paramedic or emergency medical technician.
- 1.3. “ASTM” means the American Society for Testing and Materials International.
- 1.4. “Battalion Chief” means the battalion chief for the Sandy Springs Fire Department
- 1.5. “BLS Ambulance” means a basic life support ambulance staffed with two EMT personnel, one of which is certified as an EMT-Intermediate or Advanced EMT and the other certified at the level of EMT or higher.
- 1.6. “Contract Administrator” means the person designated by the City to administer the Contract on the City's behalf.

- 1.7. "Dedicated" means all ALS Ambulances and BLS Ambulances that provide Services exclusively to the City during the stipulated service times, subject to the provisions of this Agreement.
- 1.8. "DHR" means the Georgia Department of Human Resources.
- 1.9. "Effective Date" means the date that performance of this Contract begins, July 1, 2019.
- 1.10. "EMT" means a Georgia licensed or certified emergency medical technician.
- 1.11. "Presumptive Emergency" means for purposes of monitoring response time performance, those 9-1-1 calls classified as life threatening emergencies under the Emergency Medical Dispatch System adopted by the parties and attached hereto as Exhibit "B."
- 1.12. "Medical Direction and Control" means the administrative process of providing medical guidance and supervision by a physician to emergency medical services personnel, including but not limited to system design, education, critique and quality assurance.
- 1.13. "Medical Director" means the licensed physician designated as the "Ambulance Service Medical Director" or "Medical Advisor" (as defined by the Rules of the DHR) to provide medical direction and control for AMR's North Fulton County operation.
- 1.14. "NIMS" means the National Incident Management Systems program of the Federal Emergency Management Agency.
- 1.15. "North Fulton County" means that part of Fulton County north of the Atlanta City limits, including the municipalities of Alpharetta, Johns Creek, Milton, Mountain Park, Roswell, and Sandy Springs.
- 1.16. "Off-Peak Times" means all times not defined herein as Peak Times
- 1.17. "OSHA" means the Occupational Safety and Health Administration.
- 1.18. "Patient" means an individual at the site of a 9-1-1 request with 1) an obvious injury; 2) a verbal complaint of an injury; or 3) a concerning mechanism, meaning an incident that creates a heightened risk of injury despite no obvious injury or complaint of injury.
- 1.19. "Presumptive Non-Emergency" means, for purposes of monitoring response time performance, those 9-1-1 calls classified as Presumptive Non-Emergencies under the Emergency Medical Dispatch System adopted by the parties and attached hereto as Exhibit "B."
- 1.20. "PSAP" means Public Safety Answering Point for 9-1-1 calls. The designated PSAP for the City is Chattcom.
- 1.21. "Services" means emergency medical services and appropriate patient care in compliance with applicable statutes, rules, regulations, and standards of care consistent with the attendant certification and training and in accordance with medical direction and control, as required by DHR. Such services may be performed on-scene and/or en route to an appropriate treatment facility.
- 1.22. "SLA" means the Service Level Agreement between the parties attached hereto as Exhibit "A" and incorporated herein by this reference, which may be amended from time to time by written

consent of both parties.

## **ARTICLE II AGREEMENT TO PROVIDE SERVICES**

- 2.1. Retention: City hereby retains AMR and AMR hereby accepts retention by the City to provide those services hereinafter defined and required; to perform such services in the manner and to the extent required by this Contract, and as required by this Contract as it may be hereafter amended or extended.
- 2.2. Authority: The persons executing this agreement represent that they are duly authorized to bind and enter into contracts on behalf of their respective parties.

## **ARTICLE III AMR'S DUTIES**

- 3.1. Commencement: On July 1, 2019 AMR will commence providing the Services as defined above and set forth herein. Any requirements set forth herein are in addition to any which may be established by applicable law, rules, and regulations.
- 3.2. Scope of Services: AMR shall provide Services in response to 9-1-1 Calls requesting emergency medical services in the City. Such Services may be performed on-scene and/or enroute to an appropriate treatment facility.
- 3.3. Type of Services: AMR shall respond to all requests for Services from a PSAP using an ALS Ambulance or BLS Ambulance as appropriate for the priority determination, except when an ALS Ambulance is not available to timely respond to a Charlie-Echo priority, as determined by the primary PSAP, in which case AMR may use a BLS Ambulance. No more than twenty-five percent (25%) of total unit hours will be staffed to the level of a BLS Ambulance. At least fifty percent (50%) of crew changeovers shall occur in the City.
- 3.4. Backup Service Agreement: AMR shall at all times during the term of this contract maintain a minimum of two backup service agreements that allows the backup service providers' ambulance units to provide ground response to 9-1-1 Calls in the City when AMR is at preparedness Level 0. The PSAP shall be responsible for notifying AMR and the battalion chief when there are no available units to respond (Level 0 preparedness). Such backup service agreement shall provide that the City's battalion chief may activate the backup service providers' units and request backup services when AMR is at Level 0. The PSAP shall be responsible for notifying AMR and the battalion chief when the preparedness level is no longer at Level 0.
- 3.5. Response Time Performance And Reliability Standards: AMR's response to 9-1-1 Calls shall meet the performance standards set forth in the SLA. Those standards shall be used for determining AMR's compliance under this Contract, notwithstanding the adoption of different conflicting standards by the DHR, the District III EMS Council, or any other administrative or governmental entity having superseding authority over such matters. AMR shall participate in at least one (1) City based mass casualty incident training drill per year during the term of this Contract. Repeated noncompliance with these standards shall be grounds for termination of this Contract.
- 3.6. Response Time Exemptions: When analyzing AMR's compliance with the response time standards, all 9-1-1 Calls from a designated PSAP for response within the City shall be included, except for those calls exempted under the SLA.

- 3.7. Real-Time Notification: The PSAP and the AMR crews will report and exchange event times for each call by Mobile Data Terminal (“MDT”) interface or voice radio system, or by other means agreed to by the Parties in the SLA.
- 3.8. Performance Reports: Within fifteen (15) business days of receiving electronic call record data from the designated PSAP after the end of each month, AMR shall document and report to the Contract Administrator its performance for the previous month, including the percentage of 9-1-1 responses which did not meet the response time requirement.
- 3.9. EMS Deployment: AMR will deploy the number of ambulances the SLA requires during each hour of the day and day of the week.
- 3.10. Changes to EMS Deployment Plan: The City will submit any requested changes to the EMS Deployment to AMR at least thirty (30) days prior to implementation. AMR may waive the 30-day notice if an emergency adjustment to the plan is needed. The parties must agree to the change and amend the SLA accordingly.
- 3.11. System Status Management Plan: AMR will implement a System Status Management Plan developed jointly with the City, which may be modified by AMR from time to time to optimize the efficient delivery of EMS services, subject to reasonable objections by the City. AMR will maintain a current copy of the Plan on file with the City at all times.
- 3.12. Common Radio Frequency: AMR shall maintain voice and data communications on the City's public safety radio system. AMR will be required to notify the primary PSAP of posting location, starting location, and a return to in-service over the primary PSAP channel. Radio traffic should be kept to a minimum to communicate the necessary information.
- 3.13. Dedicated Units and Private Work: All vehicles deployed under AMR's System Status Management Plan shall be dedicated for 9-1-1 response only. However, nothing herein shall restrict the use of non-dedicated units to meet unusual demand or to temporarily replace disabled 9-1-1 vehicles. AMR shall not be prevented from conducting private work that does not interfere with the requirements of the Contract, provided that such work does not require the use of dedicated 9-1-1 vehicles identified in the System Status Management Plan.
- 3.14. Automatic Vehicle Locator System: AMR shall install automatic vehicle locator equipment approved by the City for use by the designated PSAP(s). AMR will ensure all AMR ambulances performing services under this Contract are equipped with Mobile Computer Terminals (MCT) and the MCT will have Chattcom MCT software installed on the ambulance MCT. AMR will ensure all AMR ambulances are equipped with automatic vehicle locator (AVL) technology. The GPS data stream shall be made available to Chattcom’s Computer Aided Dispatch (CAD) for the purposes of displaying vehicle location on CAD maps and on MCTs. Such equipment shall be installed and working properly as of the Effective Date of this agreement.
- 3.15. Subcontractors: AMR shall provide the City with a list of contact information for any subcontractor that may be utilized to provide services under this Contract including backup and mutual aid providers, subject to reasonable objections by the City.
- 3.16. Fleet Maintenance Plan: AMR's fleet maintenance plan shall ensure that the fleet of dedicated 9-1-1 vehicles remains in good working order at all times. AMR will ensure that the fleet remains fully stocked with equipment in good, sanitary, functioning order at all times.

3.17. Equipment/Vehicles: All vehicles used in responding to 9-1-1 Calls shall use only equipment, supplies, and medications that meet all State of Georgia and City requirements. All ambulance units shall at all times meet such minimum in-service equipment requirements and any additional requirements that may be established in the SLA. Units not meeting these requirements will be taken out of service until the deficiency is corrected. No emergency ambulance vehicle or patient care equipment more than five (5) years old will be placed or kept in service. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

3.18. Equipment Exchange and Replacement: AMR shall participate in the development of a plan for the timely exchange of expendable and non-expendable equipment with licensed first responders in the City.

3.19. Clinical Sophistication: AMR shall maintain a level of clinical performance that consistently exemplifies the highest degree of medical knowledge and competence, identified in part by the following metrics.

- Cardiac Arrest - Participation in CARES
- STEMI: compliance report of a) 12-lead acquisition b) administration of ASA, c) hospital pre-notification was performed, d) transport to PCI capable hospital with TFMC to PCI <90 minutes
- Pulmonary edema: compliance report of a) administration of NTG in absence of contraindications, b) administration of NIPPV
- Asthma: compliance report of beta-agonist administration
- Trauma: compliance report of a) Limit non-entrapment time to <10 minutes, b) destination of trauma patients to designated centers
- Altered mental status: compliance report of a) documented blood glucose, b) administration of benzos for status epilepticus, c) administration of glucose or glucagon for hypoglycemia. d) administration of naloxone for suspected opioid overdose
- Ischemic stroke: compliance report of a) time last known well, b) transported and have an on-scene time <15 minutes c) have a documented pre-hospital stroke assessment, d) have a documented blood glucose level, e) hospital pre-notification was performed f) transported to a designated stroke center
- Suspected sepsis: compliance report of a) administration of fluid bolus if no contraindications

A. Certification: Each crew member of any ambulance used to respond to 9-1-1 Calls shall at all times while on duty wear clearly identifiable insignia indicating their certification status and shall carry documentation of their certification on their persons and produce it upon request of the City or its agents.

B. Medical Supervision: AMR will have a locally-based Medical Director who is readily available for consultation with the Contract Administrator. The Medical Director shall comply with all DHR requirements for Medical Directors of ambulance services and will utilize medical protocols approved by the City

C. Internal Training and Audit: AMR shall have a program to identify and correct staff training deficiencies and to assist staff in correcting deficiencies and meeting re-certification requirements.

D. Infection Control Policies: AMR shall develop and strictly enforce policies to minimize the risk of contamination by infections of patients and ambulance personnel. These guidelines shall be

compatible with OSHA guidelines regarding chemical and biological contamination.

E. Continuous Quality Improvement Program: AMR shall have a Continuous Quality Improvement (“CQI”) Program to evaluate patient care services and provide for appropriate remedial action. The CQI program shall be implemented and supervised by AMR's Medical Director or his or her designee.

F. Quality Improvement Committee: AMR and the City shall each appoint two members to a Quality Improvement Committee that shall meet at least quarterly with other municipalities in the North Fulton zone to review system issues and performance and as needed to review specific incidents and issues related to communications or other operational issues. In addition, the AMR and City appointees to the Quality Improvement Committee shall meet independent of the other municipalities in the North Fulton zone at least quarterly at the City’s request to address additional issues as needed.

G. Drug Screening: AMR shall have a drug screening programming for specified incidents involving its employees and shall implement a random drug testing program that is consistent with the City's program for its emergency workers.

H. Cooperation With the City By AMR: AMR shall maintain regular communications with the City and shall actively cooperate in all matters pertaining to this Contract including, without limitation, assisting the City in investigating and responding to any and all complaints, inspections, or investigations arising in connection with AMR's provision of services under this Contract.

#### **ARTICLE IV SUBSIDY, FEE SCHEDULE AND BUDGET**

- 4.1. Compensation for Services: The City shall pay a subsidy in the amount and on the schedule set forth on Exhibit “C” for the term of this Contract.
- 4.2. Audits: AMR shall maintain financial records for its operation under this contract in accordance with generally accepted accounting principles. All records shall be made available to the City at one location in North Fulton County. The City's representatives may observe AMR's operations at any time during normal business hours as often as may reasonably be deemed necessary. AMR shall make its records with respect to all matters covered by this Contract available to the City for examination within seventy-two (72) hours of written notice. The City may make copies, excerpts or transcripts from such records, and may conduct audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Contract. Any information provided to the City shall be confidential to the extent allowed by law.

#### **ARTICLE V INDEMNIFICATION**

- 5.1. Indemnification by City: To the extent allowable by law, the City hereby agree to defend, indemnify and hold harmless AMR and its 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), caused by, relating to, based upon, or arising out

of any act or omission by the City, its Council members, officers, employees, contractors, subcontractors, assigns or agents, or otherwise in connection with the City' acceptance, performance, or nonperformance of its obligations under this Contract. Nothing contained in this Contract shall be construed to be a waiver of the City' sovereign immunity or any individual's qualified good faith immunity.

- 5.2. Indemnification by AMR: AMR hereby agrees to defend, indemnify and hold harmless the City, its Council members, 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), caused by, relating to, based upon or arising out of any act or omission by AMR, its directors, officers, employees, subcontractors, successor, assigns or agent of AMR, or otherwise in connection with AMR's acceptance, or the performance or nonperformance, of its obligations under this Contract.

## **ARTICLE VI TERM AND TERMINATION**

- 6.1. Term and Effective Date: This Contract will be effective on July 1, 2019 (the "Effective Date") with the initial term through June 30, 2020, and with automatic renewal terms to follow as set forth below.
- 6.2. Renewal: Unless City provides 90 days' written notice of non-renewal, this Contract shall be renewed automatically on July 1, 2020 and under like terms for four successive one year terms, subject to (a) the continuing or renewed assignment of AMR as the primary provider of 9-1-1 ambulance response in the City by the DHR; (b) agreement by the parties on a subsidy and a schedule of fees and charges (provided that for all renewal terms, the subsidy shall be as set forth on Exhibit C. If funds are not allocated for a renewal term, this Contract will terminate upon the expiration of the then-existing term; provided that any Contract term may be extended by agreement of the parties for up to ninety (90) days. In the event of such an extension, a subsequent renewal term will be shortened by the time of the extension.
- 6.3. Cancellation: Either party may terminate this Contract without cause with 90 days' written notice to the other party.
- 6.4. Notice of Default and Opportunity to Cure; The City shall have the right to terminate or cancel the Contract or to pursue any appropriate legal remedy in the event AMR materially breaches the Contract and fails to correct or cure such default within thirty (30) days following the service on it of a written notice by the City specifying the default or defaults complained of and the date of intended termination. Likewise, AMR shall have the right to terminate or cancel the Contract or to pursue any appropriate legal remedy in the event the City materially breaches the Contract and fails to correct or cure such default within thirty (30) days following the service on it of a written notice by AMR specifying the default or defaults complained of and the date of intended termination. If the Contract is terminated pursuant to this paragraph, AMR shall be entitled to compensation for services provided up to and including the date of termination stated in the termination notice.
- 6.5. Definitions of Breach: Conditions and circumstances that shall constitute a material breach by AMR shall include but not be limited to the following:

- a. Failure of AMR to conduct its City 9-1-1 response operation in substantial compliance with the requirements of the applicable Federal, State, and Local laws, rules, and regulations. Minor infractions of such requirements shall not constitute a major breach but willful and repeated breaches shall constitute a material breach;
- b. Falsification of data supplied to the City by AMR in the course of its City 9-1-1 operations, including by way of example but not by way of exclusion: dispatch data, patient report data, response time data, financial data, or any other data required under the Contract;
- c. Failure to maintain equipment in accordance with good maintenance practices;
- d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance without consultation with the City including, but not limited to, recurring, intentional, or routine failures to meet the requirements of the Deployment Plan.
- e. Chronic and persistent failure of AMR's employees to conduct themselves in a professional and courteous manner or to present a professional appearance;
- f. Failure to comply with approved rate setting, billing and collection procedures;
- g. Repeated failure to meet response time requirements after receiving notice of non-compliance from the Contract Administrator;
- h. Failure of AMR to provide and maintain the insurance required herein.
- l. Unauthorized use of in-service 9-1-1 units for private work.

**ARTICLE VII  
PERSONNEL/MANAGEMENT**

- 7.1. Safety Equipment: AMR shall evaluate and provide safety equipment for field personnel consistent with OSHA and ASTM requirements and guidelines.
- 7.2. Organizational Chart: AMR shall provide the City with a current organizational chart for its City I North Fulton County operation.

**ARTICLE VIII  
MISCELLANEOUS REQUIREMENTS**

- 8.1. Disaster Response Requirements: AMR shall develop a mechanism for immediate recall of personnel during multiple casualty incidents or widespread disaster situations, which shall include provision for alerting off-duty personnel. In times of anticipated surge in call volume, such as approaching severe weather, AMR shall make a good faith effort to deploy additional ambulances for 9-1-1 response in the City. Additionally, AMR shall provide a liaison to the City Emergency Operations Center when requested during times of declared disaster.
- 8.2. Disaster Assistance: AMR shall cooperate with the City in rendering emergency assistance during a disaster declared by the governing authorities. During such periods, AMR will be exempt from all responsibilities for response-time performance and penalties until notified by the City. At the scene of the disaster, AMR's personnel shall perform in accordance with local disaster protocols.

When AMR is notified that disaster assistance is no longer required, AMR shall return all of its resources to its primary area of 9-1-1 responsibility and shall resume normal operations in a timely manner. Notwithstanding the foregoing, during the course of the disaster, AMR shall use its best efforts to maintain its normal level of 9-1-1 coverage.

- 8.3. Interagency Training: AMR will participate in interagency training for EMS exercises and disaster drills.
- 8.4. Mutual Aid Within North Fulton County: Subject to approval by the Contract Administrator or the battalion chief, AMR may use 9-1-1 vehicles dedicated to the City to provide mutual aid/backup 9-1-1 service in other areas within North Fulton County. Units dedicated to the City under this Contract shall not be used for routine mutual aid to AMR operations outside of North Fulton County without the prior approval of the Contract Administrator or the battalion chief or their designee. At no time will ambulances be available for mutual aid that would drop the number of Dedicated ambulances below four (4) at Peak Times or below three (3) at Off-Peak Times.
- 8.5. Public Information and Education: In addition to participating in public information and education programs presented by the City, AMR will participate in educating the general public about issues related to emergency medical services. AMR shall cooperate with the efforts of the City, existing community groups, service organizations, and shall otherwise support related local community efforts.
- 8.6. Trip-Report Forms: AMR will utilize the DHR "Ambulance Trip Report" form or other appropriate forms to record all patient contacts. Such forms will be accurately completed and submitted per DHR policies.
- 8.7. Business Office: AMR shall maintain a business office within North Fulton County.
- 8.8. Schedule of Fees and Charges: AMR's fees and charges for the term of the Contract shall not exceed those set forth in Exhibit "D", provided however, in the event of significant changes in healthcare reimbursement or expenses (such as fuel and personnel), AMR may propose an increase to its schedule of fees and charges upon sixty (60) days' notice to the Contract Administrator. If the Contract Administrator does not object within this time period, the increase will be deemed approved, such approval not to be unreasonably withheld.
- 8.9. Incident Command System: AMR shall be thoroughly familiar with the Incident Command System of the City and shall participate in inter-agency training exercises designed to enhance the functioning of the Incident Command System. Furthermore, all of AMR's employees who are assigned to 9-1-1 ambulances in the City shall be certified in NIMS ICS-100, 200, and 700. Supervisory personnel shall be additionally certified in NIMS ICS-300 and 400.

## **ARTICLE IX PENALTIES**

Penalty Provisions: Beginning on the Effective Date, the sanctions set forth in the SLA (Exhibit A) will be employed as penalties for deficient performance. All penalties incurred by AMR are payable by check or cash to the City of Sandy Springs within thirty (30) days of the AMR's receipt of an invoice from the City.

## **ARTICLE X INSURANCE REQUIREMENTS**

Insurance Requirements: Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and or canceled without ten (10) days prior notice to the City, as evidenced by return receipts of registered or certified letters. Policies must be written by a licensed Georgia agent in a company licensed to write insurance in the State of Georgia and acceptable to the City. Notwithstanding the foregoing, AMR may satisfy the requirements of this paragraph by providing documentation of self-insurance at the required levels.

AMR shall obtain insurance in the following amounts and types:

- A. Worker's Compensation - Statutory:
  - Bodily injury by accident - each accident: \$500,000
  - Bodily injury by disease - total limit: \$500,000
  - Bodily injury by disease - each employee: \$500,000
  
- B. Commercial General Liability Insurance Bodily Injury and Property Turnage Liability Each Occurrence:
  - General Aggregate: \$1,000,000
  - Products - Completed Operations \$2,000,000
  - Aggregate Limit: \$1,000,000
  - Personal and Advertising Injury limit: \$1,000,000
  - Business Automobile Liability
  - Bodily Injury and Property Damage \$3,000,000
  - Liability, including operation of owned, non-owned and hired automobiles.
  - Umbrella Excess Liability: \$2,000,000

AMR shall provide professional liability insurance coverage in the amount of \$2,000,000 for all Paramedics and EMTs working in the City 9-1-1 operation.

Insurance Certificates: AMR will provide the City with a copy of an Accord Certificate of liability naming the City of Sandy Springs, GA as an additional ensured and providing for thirty (30) days' notice of cancellation or non-renewal (naming the City as an additional ensured is not required for Workers' Compensation). AMR shall furnish an original certificate of insurance on an Accord form to the City within ten (10) days of notice of award and prior to the Effective Date. The insurance certificate shall be in effect for the duration of the contract term.

**ARTICLE XI  
INDEPENDENT CONTRACTOR STATUS**

It is mutually agreed that AMR is and at all times shall be acting as an independent contractor. City shall neither have nor exercise any control or direction over the methods by which AMR and its employees or Subcontractors shall perform their duties arising hereunder.

**ARTICLE XIII- MISCELLANEOUS**

- 13.1. Dispatch of Ambulances: All AMR 9-1-1 vehicles will be primarily dispatched by the PSAPs designated by the City.
  
- 13.2. Crew Quarters: The City will make reasonable accommodations for one AMR ambulance and

crew at each City fire station, including but not limited to an area to park an ambulance and the personally-owned vehicles of two crewmembers, an area for medical re-supply, and kitchen and restroom facilities at a nominal cost.

- 13.3. Assignment: Neither party shall assign this Contract without the prior express written consent of the other party. The City and AMR each binds itself, its successors, assigns, and legal representatives of such party in respect to all covenants, agreements, and obligations contained herein, provided that any attempted assignment by AMR without the prior express written approval of the City shall, at the City's sole discretion, be grounds for terminating this Contract.
- 13.4. Notice: All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

Office of the City Manager City of Sandy Springs  
1 Galambos Way  
Sandy Springs, GA 30328

with copies to:

Office of the Fire Chief City of Sandy Springs  
1 Galambos Way Sandy Springs, GA 30328

and:

Office of the City Attorney  
City of Sandy Springs  
1 Galambos Way  
Sandy Springs, GA 30328

If to AMR

American Medical Response  
6363 S Fiddler's Green Circle, 14th Floor  
Greenwood Village CO 80111

- 13.5. Governing Law And Consent To Jurisdiction: This Contract is made and entered into in the State of Georgia and the Contract and the rights and obligation of the Parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of law.
- 13.6. Entire Contract: This Contract constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements oral or otherwise that have been made in connection therewith.

- 13.7. Amendment: No modification or amendment to this Contract shall be binding upon the parties unless the same is in writing, signed by the City's and AMR's duly authorized representatives, and entered upon the minutes of the City Council; provided however, that the SLA (Exhibit A) shall be considered a working document that is subject to revision and refinement as circumstances dictate over and may be modified by agreement of the Contract Administrator, subject to the approval of Mayor and Council, and AMR's Division General Manager, or such other person as AMR may designate. Likewise, the modified version of the Emergency Medical Dispatch System (Exhibit B) adopted for use by the parties may be modified as is determined to be necessary by agreement of the parties and their respective Medical Directors.
- 13.8. Waiver Of Breach: The waiver by either party of a breach or violation of any provision of this Contract shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.
- 13.9. Force Majeure: Neither the City nor AMR shall be deemed in violation of this Contract if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, acts of civil or military authority, acts of public enemies, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve AMR from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.
- 13.10. Severability: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract, which shall remain in full force and effect and be enforceable in accordance with its terms.
- 13.11. Compliance With Applicable Laws: The City and AMR shall at all times observe and comply with all federal, state, local and municipal ordinances, rules and regulations relating to the performance of their obligations hereunder or in any manner affecting this Contract.
- 13.12. No Conflict: AMR 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. AMR further covenants and agrees for itself, its agents, employees, directors and officers to comply fully with the provisions of the Georgia law and the provisions of the City Code of Ethics governing conflicts of interest of persons doing business with the City, as such provisions now exist or may be amended hereafter. AMR represents and warrants that such provisions are not and will not be violated by this Contract or AMR's performance hereunder.
- 13.13. Records. AMR shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third party payers. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereunder ("HIPAA").
- 13.14. It is not the intent of either party to this Contract that any remuneration, benefit or privilege provided for under this Contract shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Contract. Any payments or other consideration specified in this Contract are consistent with what the parties reasonably believe to be the fair market value for the services provided.

- 13.15. In the performance of this Contract, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Contract shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and City administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
- 13.16. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"). All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
- 13.17. AMR has made available to the City a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: [www.amr.net](http://www.amr.net), and the City acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
- 13.18. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Contract, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
- 13.19. Equal Employment Opportunity. If the provisions of Executive Order 11,246 are applicable to this Contract, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Contract, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470
- 13.20. Each individual executing this Contract on behalf of any entity which is a party to this Contract represents and warrants that he or she is duly authorized to execute and deliver this Contract on behalf of said entity. This Contract may be signed in counterparts.

IN WITNESS WHEREOF, each party hereto has caused the Contract to be executed in its name as of the date first written above.

CITY OF SANDY SPRINGS

EMS VENTURES, INC., DBA AMR

By: \_\_\_\_\_

\_\_\_\_\_  
Edward Van Horne

Its;  
Date

President and CEO  
Date:

## **EXHIBIT A**

### **SERVICE LEVEL AGREEMENT**

THIS AGREEMENT, as it may be amended from time to time by the parties hereto, the same being EMS Ventures, Inc., a Georgia Corporation d/b/a AMR Ambulance (“AMR”) and City of Sandy Springs, Georgia (hereinafter, the “City”), is part of and incorporated in that CONTRACT BETWEEN THE CITY OF SANDY SPRINGS AND EMS VENTURES, INC. d/b/a AMR, dated \_\_\_\_\_ (the “Contract”).

#### **1. AMENDMENT AND REVISION**

1.1 This Agreement is subject to amendment and revision as the parties may find necessary from time to time to best provide for the welfare of the citizens of City.

1.2 Changes to this Agreement can be made with the written consent of the City's Contract Administrator, subject to the approval of Mayor and Council, and the Division General Manager for AMR (or other person designated by AMR), provided that this Agreement shall not be interpreted or amended to conflict with the Contract in any way.

1.3 The provisions of the Contract are hereby incorporated by reference, including the definition of terms.

#### **2. CITY’S RESPONSIBILITIES**

2.1 The City shall appoint one EMS expert to participate as a voting member of the North Fulton Emergency Response Oversight Committee (EMROC) which shall have the collective responsibility of the North Fulton County EMS system oversight and overall management.

2.2 The City shall receive emergency ambulance service requests through the designated PSAP and dispatch the dedicated AMR ambulance in accordance with the Emergency Medical Dispatch System adopted by the City’s PSAP.

2.3 The City shall provide AMR with electronic data records of every call on which AMR was dispatched within the City on a daily basis. An end-of-month report shall be provided by the close of business on the tenth day of the following month. Such reports shall be clearly marked as “PRELIMINARY DRAFT REPORT” with an explanatory note reading “The data in this report is subject to verification and adjustment for contractual exemptions.” The parties acknowledge that the City currently relies on a third party PSAP and that the availability of data will depend upon the delivery of said data from the third party PSAP.

2.4 Within thirty (30) days of receiving a request to exempt certain calls from the calculation of response time compliance (as provided below), the Contract Administrator shall respond with a list of the requested exemptions to which it objects. If no objection is filed within this time, the requests for exemption(s) shall be granted. AMR shall have ten (10) days to appeal any objection by the Contract Administrator to the City Manager, whose decision shall be final. After all requests for exemptions for a calendar month have been granted or denied, AMR shall produce final response time excluding exempted calls from the fractile analysis reports. This report will be signed by the Contract Administrator.

2.5 The PSAP shall provide AMR reasonable access to computer records, audiotapes,

document/tape retention and destruction policies, and any other documentation pertaining to the PSAP's dispatch of AMR for the purposes of Quality Assurance/Improvement audits. The PSAP shall designate a representative to facilitate AMR's requests for access and information. The parties acknowledge that the City currently relies on a third party PSAP and that the reasonable access to all records, tapes, policies, and documentation will depend upon the cooperation of the third party PSAP.

2.6 The City shall participate in periodic Quality Assurance/Improvement initiatives with AMR to continually improve the operational level of services provided under the Contracts.

2.7 The PSAP shall provide access passes or escorted access to the PSAP for AMR management personnel who have been previously identified to the City. The parties acknowledge that the City currently relies on a third party PSAP and that access to the PSAP will depend upon the cooperation of the third party PSAP.

2.8 The City shall designate a senior management official who will be available to AMR twenty-four hours a day, seven days a week to address issues of concern.

### **3. AMR'S RESPONSIBILITIES**

3.1 Deployment Plan: AMR shall staff and deploy no less than four Advanced Life Support ambulances, 24 hours a day, seven days a week, and two Advanced Life Support ambulances, 12 hours a day during Peak Times, seven days a week, and two Basic Life Support ambulances, 24 hours a day, seven days a week, dedicated to responding to 9-1-1 Calls within the City.

3.2 AMR shall notify the PSAP of the status of every dedicated ambulance assigned to the City for emergency ambulance response on a continuous real-time basis through electronic monitoring. Responding AMR units must notify the PSAP via radio of starting location on all responses.

3.3 AMR shall provide the Contract Administrator a list of all calls it believes should be exempted from calculation of response time compliance (as provided below) no later than fifteen (15) business days after receiving the end of the month reports from the PSAP.

3.4 In addition to AMR's standard markings, the dedicated ambulances will be identified by a decal with "Sandy Springs 911" on the back and sides of the ambulance.

3.5 Crews will observe all station rules and share station duties under the direction of the Station Officers.

3.6 AMR shall provide the Contract Administrator with information concerning any back-up provider utilized by AMR. Such information shall include the name of the company, 24-hour contact information, radio system and frequencies used, and a management level employee to contact. Any change in this information, including a change in providers, must be communicated to the Contract Administrator prior to the change when feasible, but in any event, no later than 24 hours after the change is made. AMR shall not utilize back-up providers for more than five (5%) percent of all calls.

3.7 AMR shall designate a senior management official who will be available to the City twenty-four hours a day, seven days a week to address issues of concern. Furthermore the Section Chief of EMS for SSFD, or his designee, will have day to day oversight of operational concern regarding AMR operations within the City of Sandy Springs.

3.8 AMR shall appoint one EMS expert to participate as a non-voting member of EMROC.

#### 4. SYSTEM PERFORMANCE

4.1 Dispatch Standards: The parties intend for the designated PSAPs to meet the following standards. The parties acknowledge that the City currently relies on a third party PSAP and that the availability of data and adherence to suggested performance standards will depend upon the cooperation of the third party PSAP:

(a) Call Triage: Ambulances shall be dispatched as soon as a call determination has been made. Triage shall continue while the ambulance is en route and the response mode may be adjusted as appropriate.

(b) The PSAP shall provide the City a quarterly report of all times related to the dispatching of AMR Ambulances (including any times related to PSAP to PSAP call transfers) such that the entire time involved in call-taking and dispatch is available.

4.2 Ambulance Response Time Standards: The parties intend for the system to meet the following standards, with proper management and staffing of the number of ambulances required by the Deployment Plan:

(a) Presumptive Emergencies: A dedicated ambulance shall arrive at the scene of Presumptive Emergency calls (as reported to AMR by the appropriate PSAP) in under eight (8) minutes on not less than ninety (90%) percent of all calls in any calendar month.

(b) Presumptive Non-emergencies: AMR shall place a dedicated ambulance at the scene of Presumptive Non-emergency calls (as reported to AMR by the appropriate PSAP) in under fifteen (15) minutes on not less than ninety (90%) percent of the calls in any calendar month.

(c) The ninety (90%) percent threshold in subsections (a) and (b) of this Section 4.2 shall be fractile and not measured as an average.

4.3 Measuring Response Time: For purposes of evaluating fractile response time performance, response time shall be measured as the elapsed time between time the PSAP dispatches a AMR ambulance and the time a AMR ambulance arrives on the scene. Compliance will be measured within the boundaries of the City. Response time calculations will be based on whole minutes until such time as it becomes technically feasible for the PSAP to calculate and report response times in seconds.

(a) In case of a multiple-response incident (i.e. where more than one ambulance is sent to the same incident), only the response time of the first arriving, appropriately staffed and equipped ambulance shall be counted.

(b) On scene time shall be measured from the moment an ambulance crew notifies the PSAP that it has arrived at the incident location. Responses to locations

lacking access by way of a street or road maintained for public or private use shall be measured as the interval between the time of dispatch and the moment the responding crew

advises the PSAP they are leaving the maintained street or road to access the patient. In situations when the ambulance has responded to a location other than the scene (i.e., staging area), on scene time shall be the time the ambulance arrives at the designated staging location.

(c) If a presumptive run code classification (priority) is upgraded by the PSAP to a higher response (i.e., Presumptive Non-Emergency to Presumptive Emergency) while the ambulance is en route the applicable priority for compliance purposes shall be the upgraded priority. However, the response time shall be measured from the moment of upgrade except when the call was upgraded after the expiration of the applicable response time standard for the initial priority designation. In such instances, the response time shall be measured from the original dispatch using the original priority designation. However, the maximum response time may not exceed twenty (20) minutes.

(d) If a presumptive run priority is downgraded to a lower priority by the PSAP while the ambulance is en route, the applicable priority for compliance purposes shall be the downgraded priority. The response time shall be measured from the original dispatch except when the call was downgraded after the applicable response time standard has expired. In such instances, the response time shall be measured from the original dispatch to the time of the downgrade using the original priority classification.

4.4 Review of Response Time Standard and Resource Allocations. The City and AMR agree to meet no less often than monthly to review system performance and the sufficiency of resource deployment to meet response time standards.

(a) If at any time it appears the system cannot achieve the response time standards with the resources required by the Deployment Plan because of call demand (as opposed to deficiencies for which AMR is responsible, such as a failure to staff the required resources, crews not adhering to the posting plan, crews failing to report when back in service, etc.) then the parties will first consider adjustments to the post plan to improve response times.

(b) If adjustments to the posting plan alone will not yield sufficient improvement, the parties will perform a root cause analysis to determine the inhibitor(s) of sufficient improvement. If any such inhibitor(s) are in the reasonable control of AMR, including without limitation excessive chute times, scene times, transport times or recovery times, then AMR shall remove such inhibitors. If such inhibitors are not in the reasonable control of AMR or, after amelioration of such inhibitors that are in the reasonable control of AMR it remains that the posting plan will either (1) adjust the response time standards to that which realistically can be achieved with the resources funded by the City under the Deployment Plan or (2) propose to the City Council an increase in funding to finance the additional resources required to achieve the current standards.

(c) In the event the Deployment Plan provides a higher level of coverage than is required by the response time standards, the parties agree to meet to discuss to potential decreases in the resources deployed. If the parties agree to decrease the deployed resources, then the subsidy shall be adjusted accordingly.

4.5 Calculating Response Time Penalties: If AMR fails to meet the response time standards above for reasons other than demand exceeding the resources required by the Deployment Plan, per-minute penalties shall be assessed against AMR based on AMR's longest responses for the month, using the number of responses equal to the percentage of non-compliance (e.g., compliance of 88% means 2% of calls are non-compliant so that penalties will be assessed on the number of

calls constituting 2%, starting with the longest non-compliant responses). Beginning on the first day of the fourth month after the Effective Date, the following sanctions will be employed as penalties for deficient performance:

- (a) For each 911 Call dispatched to AMR within AMR's Service Area which was not responded to within the applicable response time, AMR shall pay the City an amount equal to \$5.00 per full minute that the response time exceeds the required response time, up to a maximum of \$250.00 per incident.
- (b) Each time a AMR ambulance is dispatched and the crew fails to report their on-scene arrival time to the appropriate PSAP, after review, AMR shall pay a penalty of \$250.00. AMR, may avoid the penalty (1) by providing on-scene time that satisfies the Contract Administrator as being accurate and (2) by demonstrating that there were mitigating circumstances which prevented it from being reported in a timely manner. The imposition of the on- scene time penalty shall be in lieu of the response time penalty of subparagraph 1 above. However, where an on-scene time penalty is imposed on a particular 911 Call, the response time for the call shall be deemed to have exceeded the required response time for purposes of determining 90% response time compliance.

4.6 Calls Exempted from Response Time Compliance Calculation: For purposes of measuring response time compliance for the assessment of penalties under the Contract, the following responses shall be exempted:

- (a) Responses cancelled by the PSAP or the first responders on the scene prior to the arrival of AMR on the scene.
- (b) Responses not resulting in patient contact, unless the call was cancelled after expiration of the applicable response time standard.
- (c) Responses delayed because the PSAP failed to dispatch the closest appropriate unit to all request locations, as would be determined by a reasonable and prudent dispatcher under the same circumstances, or because the PSAP failed to adjust the system to conform to the System Status Management Plan (SSMP) within five (5) minutes of the last system level change.
- (d) Responses during an unpredictable system overload (to be defined by the parties as call demand that is a specified level above the historical demand for the prior three (3) months).
- (e) Responses during the time AMR is responding to a single emergency requiring more than two ambulances (such as a bus wreck or multi-vehicle pile up).
- (f) Responses during a declared disaster anywhere in North Fulton County or a declared disaster in a neighboring jurisdiction which has requested assistance from the City.
- (g) Responses delayed by transmission of erroneous, incomplete, or inaccurate information by a PSAP, including but not limited to incorrect addresses or locations.
- (h) Responses delayed due to inclement weather resulting in slowed traffic patterns and/or hazardous driving conditions that are reported by crews to the PSAP while en route or that are reasonably documented by other means after the response, (e.g., moderate/heavy rain, sleet, snow).
- (i) Responses delayed due to local hospital diversions causing units to transport patients past the closest appropriate facilities and/or Emergency Room patient saturation levels causing excessive off-load delays for ambulance crews, provided that the delays are reported to the PSAP by crews while en route or are reasonably documented by other means after the response.

The response time for a 911 Call may also be excluded when the Contract Administrator determines there is other good cause for an exception. The grounds for the exception must have been a substantial factor in producing the particular response time, and AMR must have made a good faith effort to comply with the appropriate standard. The City reserves the right to request further documentation to substantiate a request for exception and to deny requests where the exception is determined by the City to not otherwise comply with the provisions of this Agreement

## 5. OTHER PROVISIONS

5.1 Agreement to Meet. The City and AMR agree to meet at least monthly to review the services provided under the Contract and this Agreement.

5.2 External Communications. The City and AMR agree to notify and coordinate with each other regarding public statements, press releases, and press inquiries regarding matters covered by the Contract.

5.3 Dispatch Agreements with Other PSAPs. The City agrees to include AMR in the negotiation of any written agreements with other municipal PSAPs concerning the direct dispatch of AMR ambulances in the City. AMR will not enter into any such agreements without the City's consent.

5.4 Standard Operating Procedures. The City and AMR shall work together to continually improve the Standard Operating Procedures used by the City in the dispatch of AMR ambulances and shall cooperate in training of City and AMR employees regarding the same.

5.5 The City and AMR shall plan, organize and conduct at least one Mass Casualty Drill on an annual basis. Within 30 days after each drill, the Cities and AMR shall complete an After Action Report to be reviewed during the monthly meeting.

5.6 The City and AMR shall plan, organize and conduct at least one Community Education Event on an annual basis.. The City agrees to participate in AMR's annual World CPR event and promote the event locally.

5.7 Within six months of this agreement, the parties shall collaborate on a First Responder Resiliency program that addresses the impact of vicarious trauma on all First Responders that service Sandy Springs. The program shall include both proactive and reactive strategies to minimize the effects of Post Traumatic Stress Disorders.

5.8 AMR agrees to conduct a bi-annual patient satisfaction survey, to be designed and approved by both parties. The survey shall address patient service perceptions of both the City's First Responders and AMR's EMS crew. The survey results shall be reviewed by both parties to determine opportunities for continuous quality improvement.

**Exhibit B**

**EMERGENCY MEDICAL DISPATCH SYSTEM**

**Dispatch Determinants**

## **EXHIBIT C**

### **ANNUAL SUBSIDY REQUIREMENTS**

1. The subsidy amount is \$260,000 per year for the term of five years with no annual increase.
2. Annual subsidies shall be paid in four equal quarterly installments within 20 days of receipt of invoice from AMR.
3. The subsidy may be adjusted by agreement of the parties under the terms of the Contract.

**EXHIBIT D**

**SCHEDULE OF FEES AND CHARGES**

Usual and Customary Rate

<b><u>PROCEDURE CODE</u></b>	<b><u>RATE PER TRANSPORT</u></b>
• 1151 – ALS EMER BASE 00/100	ONE THOUSAND SEVEN HUNDRED TWENTY FIVE AND DOLLARS (\$1,725.00)
• 1251 – BLS EMER BASE 00/100	ONE THOUSAND FOUR HUNDRED FIFTY THREE AND DOLLARS (\$1,453.00)
• 2150 ALS/BLS Mileage	TWENTY NINE DOLLARS AND FIFTY CENTS (\$29.50)
• Rates increase 3% each year beginning January 1 <sup>st</sup> .	