
CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: January 3, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Discussion on Rural Metro Rate Increase

MEETING DATE: For Submission onto the January 11, 2011, City Council Work Session Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

APPROVAL BY CITY MANAGER:

gm

APPROVED

NOT APPROVED

PLACED ON AGENDA FOR:

1/11/2011

CITY ATTORNEY APPROVAL REQUIRED:

() YES

() NO

CITY ATTORNEY APPROVAL:

gm

REMARKS:



TO: John McDonough, City Manager

FROM: Noah Reiter, Assistant City Manager

DATE: January 6, 2011, for Submission onto the Agenda of the January 11, 2011 City Council Work Session

ITEM: Rural/Metro Ambulance Presentation of Request to Increase User Fees

City Manager's Office (CMO) Recommendation:

The CMO recommends that the Council hear Rural/Metro's presentation and consider its request for increasing user fees.

Background:

In 2008, the City of Sandy Springs negotiated a performance-based contract with Rural/Metro Ambulance for the provision of emergency medical services (EMS) when Fulton County decided to eliminate its financial subsidization of EMS providers countywide. Under the Agreement reached between the City and Rural/Metro, the City would be provided with five paramedic-staffed ambulances during peak times and three paramedic-staffed ambulances during off-peak times. This represented an increase in ambulance hours dedicated to Sandy Springs of at least 36 hours per day than under the previous Fulton County arrangement. The City agreed to pay Rural/Metro a subsidy of \$450,000 per year in exchange for the service, and the Agreement went into effect in July of 2008 for a period of five years.

One of the City's responsibilities under the Agreement is to establish maximum rates that Rural/Metro is permitted to charge patients. Rural/Metro Ambulance sent a letter to the City dated November 11, 2010 requesting the consideration of an increase to its rate schedule, to compensate for escalating costs and declining revenue experienced over the past year.

Discussion:

Rural/Metro will provide the Council with a presentation detailing its request.

Alternatives:

1. Amend the rate schedule within the Agreement for emergency medical services
2. Increase the annual subsidy provided
3. Reduce the number of ambulance hours deployed
4. Some combination of #s 1-3
5. Keep the Agreement in its current form and ask Rural/Metro to bear the additional cost

Financial Impact:

There is no financial impact to the City for alternatives 1, 3, or 5, and the impact has yet to be provided by Rural/Metro for the other two alternatives.

Attachments:

- I. Letter from Rural/Metro Ambulance Division General Manager, Reg James, requesting a consideration of an increase to the rate structure.
- II. Agreement between the City of Sandy Springs and Rural/Metro Ambulance for the provision of Emergency Medical Services
- III. Presentation from Rural/Metro Ambulance (forthcoming)



**Rural/Metro[®]
Ambulance**
50 Years of Serving Others

*cc: Noah Reiter
Amy Davis
John McDonough (original)*

November 11, 2010

The Honorable Eva Galambos
Mayor of the City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

RECEIVED

NOV 17 2010

OFFICE OF
THE CITY CLERK

Re: Notice of Ambulance Service User Fees Increase Request

Dear Madam Mayor:

On behalf of EMS Ventures, Inc., d/b/a Rural/Metro Ambulance ("Rural/Metro"), and pursuant to paragraph 44 of the current Contract for enhanced 911 ambulance service between your city and Rural/Metro, I am giving sixty days notice of a proposed increase in our user fee schedule.

An increase is necessary to recover increased operating costs we have experienced over the past three years, including increased payroll and related expenses (e.g., employee health insurance) and increased fuel and supply costs. As a result of the economic downturn over the past two years and increased unemployment, we have also experienced significant increases in bad debt and uncollectable service charges as patients lose their insurance.

The requested increase is set forth in the chart below. Please bear in mind that our full service fees are generally paid only by third party commercial payors. Medicare and Medicaid rates are substantially lower so the poor and elderly will not be affected. Patients who are uninsured or indigent pay only what they can pay, if anything. Therefore, an increase will have little direct impact on patients.

Item	Original Fee Amount	Proposed Fee Amount
BLS Base Rate	\$ 478.00	\$ 573.60
ALS 1 Base Rate	\$ 635.00	\$ 762.00
ALS 2 Base Rate	\$ 863.00	\$ 992.45
Oxygen	\$ 59.00	\$ 69.85
Mileage Charge (per mile)	\$ 9.00	\$ 10.80

If you have questions or need further information, please call me directly at 678-577-3282.

With kind personal regards,

Reg P. James, III
Division General Manager

STATE OF GEORGIA

CITY OF SANDY SPRINGS

CONTRACT BETWEEN CITY OF SANDY SPRINGS

AND

EMS VENTURES, INC. d/b/a RURAL/METRO AMBULANCE

THIS CONTRACT ("Contract") is entered into this 21st day of May, 2008, 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 Rural/Metro Ambulance (hereinafter "Rural/Metro").

WITNESSETH:

WHEREAS, the Georgia Department of Human Resources has approved a Regional Ambulance Zoning Plan which designates Rural/Metro for North Fulton County (which includes Sandy Springs) as the 9-1-1 EMS provider;

WHEREAS, Rural/Metro 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;

WHEREAS, the City and Rural/Metro desire to enter into an agreement for the provision of such services within the City 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

9-1-1 Calls means all requests for emergency medical services received from the City and designated PSAPs.

ASTM means the American Society for Testing and Materials International.

Contract Administrator means the person designated by the City to administer the Contract on the City's behalf.

DHR means the Georgia Department of Human Resources.

Effective Date means July 1, 2008.

Presumptive Emergency means, for purposes of monitoring response time performance, those 9-1-1 calls classified as life threatening emergencies under the modified version of the Emergency Medical Dispatch System adopted by the parties and attached hereto as Exhibit "B."

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.

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 Rural/Metro's North Fulton County operation.

NIMS means the National Incident Management Systems program of the Federal Emergency Management Agency.

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.

OSHA means the Occupational Safety and Health Administration.

Presumptive Non-Emergency means, for purposes of monitoring response time performance, those 9-1-1 calls classified as Presumptive Non-Emergencies under the modified version of the Emergency Medical Dispatch System adopted by the parties and attached hereto as Exhibit "B."

PSAP means Public Safety Answering Point for 9-1-1 calls.

SLA means the Service Level Agreement between the parties attached hereto as Exhibit "A", which shall be adopted by the parties by the Effective Date and which may be amended from time to time by the parties.

ARTICLE II – AGREEMENT TO PROVIDE SERVICES

1.

Retention: City hereby retains Rural/Metro and Rural/Metro 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.

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 – RURAL/METRO'S DUTIES

3.

Commencement: On July 1, 2008 Rural/Metro will commence providing services as set forth herein. Any requirements set forth herein are in addition to any which may be established by applicable law, rules, and regulations.

4.

Type of Services: Rural/Metro shall provide emergency medical services in response to requests received from any PSAP designated by the City in the SLA.

5.

Scope of Services: Rural/Metro shall provide emergency medical services and appropriate patient care in compliance with applicable statutes, rules, regulations, and standards of care consistent with the certification and training of Rural/Metro personnel and in accordance with medical direction and control, as required by DHR. Such services may be performed on-scene and/or enroute to an appropriate treatment facility.

6.

Service Area: Rural/Metro shall respond to 9-1-1 Calls requesting emergency medical services in the City of Sandy Springs.

7.

Response Area Exclusivity: So long as Rural/Metro is the designated zone provider, the City shall not enter into any agreement with any other contractor for ground response to 9-1-1 requests for ambulance and emergency medical services within the City.

8.

Response Time Performance And Reliability Standards: Rural/Metro's response to 9-1-1 Calls shall meet the following performance standards set forth in the SLA. Those standards shall be used for determining Rural/Metro's compliance under this Contract, notwithstanding the adoption of

different standards by the DHR, the District III EMS Council, or any other administrative or governmental entity having authority over such matters.

9.

Response Time Exemptions: When analyzing Rural/Metro'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.

10.

Real-Time Notification: The PSAP and the Rural/Metro 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.

11.

Performance Reports: Within fifteen (15) business days of receiving electronic call record data from the designated PSAP after the end of each month, Rural/Metro 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.

12.

EMS Deployment: Rural/Metro will deploy the number of ambulances the SLA requires during each hour of the day and day of the week.

13.

Changes to EMS Deployment Plan: The City will submit any requested changes to the EMS Deployment to Rural/Metro at least thirty (30) days prior to implementation. Rural Metro 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.

14.

System Status Management Plan: Rural/Metro will implement a System Status Management Plan developed jointly with the City, which may be modified by Rural/Metro from time to time to optimize the efficient delivery of EMS services, subject to reasonable objections by the City. Rural/Metro will maintain a current copy of the Plan on file with the City at all times.

15.

Common Radio Frequency: Rural/Metro shall maintain voice and data communications on the City's public safety radio system.

16.

Dedicated Units and Private Work: All vehicles deployed under Rural/Metro'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. Rural/Metro 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.

17.

Automatic Vehicle Locator System: Within ninety (90) days of written request by the City, Rural/Metro shall install automatic vehicle locator equipment approved by the City for use by the designated PSAP(s).

18.

Subcontractors: Rural/Metro 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.

19.

Fleet Maintenance Plan: Rural/Metro's fleet maintenance plan shall ensure that the fleet of dedicated 9-1-1 vehicles remains in good working order at all times. Rural/Metro will ensure that the fleet remains fully stocked with equipment in good, sanitary, functioning order at all times.

20.

Equipment/Vehicles: All vehicles used in responding to 9-1-1 Calls shall carry 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. Rural/Metro shall replace all units deployed under this Contract with new ambulances within 120 days of the Effective Date unless circumstances, such as unavailability of vehicle chassis, arise that are outside of Rural/Metro's control. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary, and safe mechanical condition at all times.

21.

Equipment Exchange and Replacement: Rural/Metro 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.

22.

Clinical Sophistication: Rural/Metro shall maintain a level of clinical performance that consistently exemplifies the highest degree of medical knowledge and competence.

- A. Staffing Requirements: Each Advanced Life Support ambulance used for response to 9-1-1 Calls shall be staffed with at least one Georgia certified paramedic.
- B. 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.
- C. Medical Supervision: Rural/Metro 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.
- D. Internal Training and Audit: Rural/Metro shall have a program to identify and correct staff training deficiencies and to assist staff in correcting deficiencies and meeting re-certification requirements.
- E. Infection Control Policies: Rural/Metro 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.
- F. Continuous Quality Improvement Program: Rural/Metro 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 Rural/Metro's Medical Director or his or her designee.
- G. Quality Assurance Committee: Rural/Metro and the City shall each appoint two members to a Quality Assurance Committee that shall meet at least quarterly to review system issues and performance and as needed to review specific incidents and issues related to communications or other operational issues.

- H. Drug Screening: Rural/Metro 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.

23.

Cooperation With the City By Rural/Metro: Rural/Metro 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 Rural/Metro's provision of services under this Contract.

ARTICLE IV – SUBSIDY, FEE SCHEDULE AND BUDGET

24.

Compensation for Services: The City shall pay a subsidy in the amount set forth on Exhibit "C" for the initial and first four renewal terms of this Contract. Payments in the amount of one-twelfth of the annual subsidy shall be made by the 15th day of each month of service. The subsidy shall be adjusted annually in accordance with increases in the Consumer Price Index, not to exceed three (3%) percent per annum.

25.

Adjustment to Subsidy. Upon Rural/Metro's request, Rural/Metro and the City shall review the economics of providing services under this Contract at six months after the Effective Date, and thereafter, 120 days before the end of each renewal term, to determine whether an adjustment of the subsidy amount is justified. After such review, upon request of Rural/Metro, any request for an increase shall be placed on the agenda for approval by the City Council. The subsidy may be adjusted at any time by agreement of the parties to account for changes in the Deployment Plan.

26.

Audits: Rural/Metro 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 Rural/Metro's operations at any time during normal business hours as often as may reasonably be deemed necessary. Rural/Metro 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

27.

Indemnification by City: To the extent allowable by law, the City hereby agree to defend, indemnify and hold harmless Rural/Metro 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.

28

Indemnification by Rural/Metro: Rural/Metro 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 Rural/Metro, its directors, officers, employees, subcontractors, successor, assigns or agent of Rural/Metro, or otherwise in connection with Rural/Metro's acceptance, or the performance or nonperformance, of its obligations under this Contract.

ARTICLE VI - TERM AND TERMINATION

29.

Term and Effective Date: This Contract will be effective on July 1, 2008 with the initial term through June 30, 2009, and with automatic renewal terms to follow as set forth below.

30.

Renewal: Unless City provides 90 days' written notice of non-renewal, this Contract shall be renewed automatically on July 1, 2009 and under like terms for five successive one year terms, subject to (a) the continuing or renewed assignment of Rural/Metro 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 the first four 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.

31.

Cancellation: Either party may terminate this Contract without cause with 90 days' written notice to the other party.

32.

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 Rural/Metro 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, Rural/Metro 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 Rural/Metro specifying the default or defaults complained of and the date of intended termination. If the Contract is terminated pursuant to this paragraph, Rural/Metro shall be entitled to compensation for services provided up to and including the date of termination stated in the termination notice.

33.

Definitions of Breach: Conditions and circumstances that shall constitute a material breach by Rural/Metro shall include but not be limited to the following:

- a. Failure of Rural/Metro 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 Rural/Metro 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 Rural/Metro’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 Rural/Metro to provide and maintain the insurance required herein.
- i. Unauthorized use of in-service 9-1-1 units for private work.

ARTICLE VII – PERSONNEL/MANAGEMENT

34.

Critical Incident Stress Debriefing: Rural/Metro shall work with the City to establish a critical incident stress debriefing program and an ongoing stress reduction program for its employees.

35.

Safety Equipment: Rural/Metro shall evaluate and provide safety equipment for field personnel consistent with OSHA and ASTM requirements and guidelines.

36.

Organizational Chart: Rural/Metro shall provide the City with a current organizational chart for its City / North Fulton County operation.

ARTICLE VIII - MISCELLANEOUS REQUIREMENTS

37.

Disaster Response Requirements: Rural/Metro 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, Rural/Metro shall make a good faith effort to deploy additional ambulances for 9-1-1 response in the City. Additionally, Rural/Metro shall provide a liaison to the City Emergency Operations Center when requested during times of declared disaster.

38.

Disaster Assistance: Rural/Metro shall cooperate with the City in rendering emergency assistance during a disaster declared by the governing authorities. During such periods, Rural/Metro will be exempt from all responsibilities for response-time performance and penalties until notified by the City. At the scene of the disaster, Rural/Metro's personnel shall perform in accordance with local disaster protocols. When Rural/Metro is notified that disaster assistance is no longer required, Rural/Metro 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, Rural/Metro shall use its best efforts to maintain its normal level of 9-1-1 coverage.

39.

Interagency Training: Rural/Metro will participate in interagency training for EMS exercises and disaster drills.

40.

Mutual Aid Within North Fulton County: Subject to approval by the Contract Administrator, Rural/Metro 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 Rural/Metro operations outside of North Fulton County without the prior approval of the Contract Administrator.

41.

Public Information and Education: In addition to participating in public information and education programs presented by the City, Rural/Metro will participate in educating the general public about issues related to emergency medical services. Rural/Metro shall cooperate with the efforts of the City, existing community groups, service organizations, and shall otherwise support related local community efforts.

42.

Trip-Report Forms: Rural/Metro 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.

43.

Business Office: Rural/Metro shall maintain a business office within North Fulton County.

44.

Schedule of Fees and Charges: Rural/Metro’s fees and charges for the initial term and first four renewal terms 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), Rural/Metro 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.

45.

Incident Command System: Rural/Metro 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 Rural/Metro’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

46.

Penalty Provisions: Beginning on the first day of October 2008, the sanctions set forth in the SLA (Exhibit A) will be employed as penalties for deficient performance. All penalties incurred by Rural/Metro are payable by check or cash to the City of Sandy Springs within thirty (30) days of the Rural/Metro’s receipt of an invoice from the City.

ARTICLE X – INSURANCE REQUIREMENTS

47.

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, Rural/Metro may satisfy the requirements of this paragraph by providing documentation of self-insurance at the required levels.

Rural/Metro 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 Damage Liability	
	Each Occurrence:	\$1,000,000
	General Aggregate:	\$2,000,000
	Products - Completed Operations	
	Aggregate Limit:	\$1,000,000
	Personal and Advertising Injury limit:	\$1,000,000
C.	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

Rural/Metro 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.

48.

Insurance Certificates: Rural/Metro 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). Rural/Metro 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 initial contract term.

ARTICLE XI – INDEPENDENT CONTRACTOR STATUS

49.

Nothing contained herein shall be deemed to create any relationship between the City and Rural/Metro other than that of independent contractors. Under no circumstances shall Rural/Metro, its directors, officers, employees, agents, successors, contractors, sub-contractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of the City, nor shall the City, its officers, employees, agents, successors, contractors, sub-contractors or assigns, be deemed employees, agents, partners, successors, assigns or legal representatives of Rural/Metro. At all times during its performance hereunder, Rural/Metro shall be considered as an independent contractor and shall not become or be deemed to be an agent, servant, or employee of the City. Rural/Metro acknowledges that any and all individuals supplied hereunder to provide the services required of Rural/Metro must be employees, contractors, or agents of Rural/Metro. As between

Rural/Metro and the City, Rural/Metro will be responsible for all FICA, Federal, and State withholding taxes and worker's compensation coverage, and for any and all employment benefits due Rural/Metro, its employees, or its agents. Neither the employees of Rural/Metro nor the employees of the City are entitled to any of the benefits that the other party provides for its employees.

ARTICLE XIII – MISCELLANEOUS

50.

Dispatch of Ambulances: All Rural/Metro 9-1-1 vehicles will be primarily dispatched by the PSAPs designated by the City, as set forth in the SLA.

51.

Crew Quarters: The City will make reasonable accommodations for one Rural/Metro 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, sleeping quarters, and kitchen and restroom facilities at a nominal cost.

52.

Assignment: Neither party shall assign this Contract without the prior express written consent of the other party. The City and Rural/Metro 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 Rural/Metro without the prior express written approval of the City shall, at the City's sole discretion, be grounds for terminating this Contract.

53.

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:

- a. City:
 - Office of the City Manager
 - City of Sandy Springs
 - 7840 Roswell Road, Building 500
 - Sandy Springs, GA 30350

with copies to:

- Office of the Fire Chief
- City of Sandy Springs

7840 Roswell Road, Building 500
Sandy Springs, GA 30350

and:

Office of the City Attorney
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

b. Rural/Metro:

Reginald P. James III
Rural/Metro Corporation
1125 Northmeadow Parkway, Suite 120
Roswell, GA 30076

with copies to:

Bryan Gibson
Rural/Metro Corporation
1400 Centerpoint Blvd.
Suite 172
Knoxville, TN 37932

and:

Christopher Kevane
General Counsel
Rural/Metro Corporation
9221 E. Via De Ventura Road
Scottsdale, AZ 85258

and:

Kristofer R. Schleicher
Joyce, Thrasher & Kaiser, LLC.
5 Concourse Parkway
Suite 2350
Atlanta, GA 30328

54.

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.

55.

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.

56.

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 Rural/Metro'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 Rural/Metro's Division General Manager, or such other person as Rural/Metro 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.

57.

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.

58.

Force Majeure: Neither the City nor Rural/Metro 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 Rural/Metro from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

59.

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.

60.

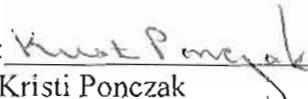
Compliance With Applicable Laws: The City and Rural/Metro shall at all times observe and comply with all federal, state, local and municipal ordinances, rules and regulations relating to the performance of their obligations hereunder or in any manner affecting this Contract.

No Conflict: Rural/Metro 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. Rural/Metro 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. Rural/Metro represents and warrants that such provisions are not and will not be violated by this Contract or Rural/Metro's performance hereunder.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

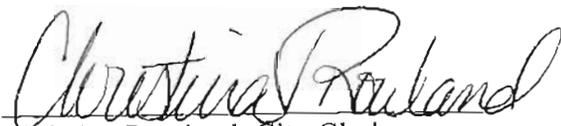
ATTEST:

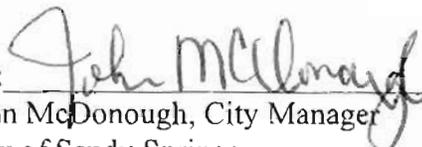
Rural/Metro Ambulance

By: 
Kristi Ponczak
EMS Ventures, Inc.

ATTEST:

Sandy Springs, Georgia


Christine Rowland, City Clerk
City of Sandy Springs

By: 
John McDonough, City Manager
City of Sandy Springs

(SIGNATURES CONTINUED ON NEXT PAGE)

(SIGNATURES CONTINUED FROM PREVIOUS PAGE)

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Wendell Willard". The signature is written in a cursive style with a horizontal line underneath it.

Wendell Willard, City Attorney
City of Sandy Springs

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 Rural/Metro Ambulance** ("Rural/Metro") 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 RURAL/METRO AMBULANCE**, dated July 1, 2008 (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
 - (a) 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 Rural/Metro (or other person designated by Rural/Metro), provided that this Agreement shall not be interpreted or amended to conflict with the Contract in any way.
 - (b) 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 Rural/Metro ambulance in accordance with the modified version of the Emergency Medical Dispatch System adopted by the parties and attached to the Contracts as Exhibit "E" to the Contract.
- 2.3 The City shall provide Rural/Metro with electronic data records of every call on which Rural/Metro 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. Rural/Metro 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, Rural/Metro 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 Rural/Metro reasonable access to computer records, audiotapes, document/tape retention and destruction policies, and any other documentation pertaining to the PSAP's dispatch of Rural/Metro for the purposes of Quality Assurance/Improvement audits. The PSAP shall designate a representative to facilitate Rural/Metro'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 Rural/Metro 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 Rural/Metro 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 Rural/Metro twenty-four hours a day, seven days a week to address issues of concern.

3. RURAL/METRO'S RESPONSIBILITIES

- 3.1 Deployment Plan: Rural/Metro shall staff and deploy no less than three Advanced Life Support ambulances, 24 hours a day, seven days a week, and two Advanced Life Support ambulances, 12 hours a day, seven days a week, dedicated to responding to 9-1-1 Calls within the City . These units shall be staffed with one licensed Paramedic and one other licensed Paramedic or Emergency Medical Technician.
- 3.2 Rural/Metro shall notify the PSAP of the status of every ambulance assigned to the North Fulton County area for emergency ambulance response on a continuous real-time basis.
- 3.3 Rural/Metro 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 Rural/Metro's standard markings, the dedicated ambulance 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 Rural/Metro shall provide the Contract Administrator with information concerning any back-up provider utilized by Rural/Metro. 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. Rural/Metro shall not utilize back-up providers for more than five (5%) percent of all calls.
- 3.7 Rural/Metro 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.
- 3.8 Rural/Metro shall appoint one EMS expert to participate as a non-voting member of EMROC.
- 3.9 For such time as Fulton County continues to be a designated PSAP for the City, Rural/Metro will continue to provide a system status management plan monitor at Fulton County no less than sixteen (16) hours a day.

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 preliminary determination of call priority can be made. Triage shall continue while the ambulance is enroute and the response mode made be adjusted as appropriate.
 - (b) The PSAP shall provide the City a report no less frequently than bi-monthly, but preferably monthly, of all times related to the dispatching of Rural/Metro 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: An Advanced Life Support ambulance shall arrive at the scene of Presumptive Emergency calls (as reported to Rural/Metro by the appropriate PSAP) within eight (8) minutes on not less than ninety (90%) percent of all calls in any calendar month.
- (b) Presumptive Non-emergencies: Rural/Metro shall place an Advanced Life Support ambulance at the scene of Presumptive Non-emergency calls (as reported to Rural/Metro by the appropriate PSAP) within fifteen (15) minutes on not less than ninety (90%) percent of the calls in any calendar month.
- (c) Community Standard: The foregoing standards shall be used for determining Rural/Metro's compliance under this Agreement, notwithstanding the adoption of lower standards by Fulton County, the DHR, the District III EMS Council, or any other administrative or governmental entity.

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 Rural/Metro ambulance and the time a Rural/Metro 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 to a higher response (i.e., Presumptive Non-Emergency to Presumptive Emergency) while the ambulance is enroute – 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 while the ambulance is enroute, 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 Rural/Metro 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 Rural/Metro 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 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 Rural Metro 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 Rural/Metro based on Rural/Metro'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 Rural/Metro within Rural/Metro's Service Area which was not responded to within the applicable response time, Rural/Metro 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 Rural/Metro ambulance is dispatched and the crew fails to report their on-scene arrival time to the appropriate PSAP, after review, Rural/Metro shall pay a penalty of \$250.00. Rural/Metro, 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 prior to the arrival of Rural/Metro on the scene.
- (b) Responses not resulting in patient contact, unless the call was cancelled after expiration of the applicable response time standard shall.
- (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 Rural/Metro 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 enroute 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 enroute 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 Rural/Metro must have made a good faith effort to comply with the appropriate standard.

5. OTHER PROVISIONS

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

- 5.2 External Communications. The City and Rural/Metro 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 Rural/Metro in the negotiation of any written agreements with other municipal PSAPs concerning the direct dispatch of Rural/Metro ambulances in the City. Rural/Metro will not enter into any such agreements without the City's consent.
- 5.4 Standard Operating Procedures. The City and Rural/Metro shall work together to continually improve the Standard Operating Procedures used by the City in the dispatch of Rural/Metro ambulances and shall cooperate in training of City and Rural/Metro employees regarding the same.
- 5.5 Reimbursement for Back-up Services. The parties will use their best efforts to identify and implement a mechanism for activating the City's transport capable first responder units as a backup ambulance to respond to 9-1-1 Calls in the City when needed, and to reimburse the City for the labor costs of City employees who staff the back-up ambulance during such activation, to the extent permitted by law.

This Service Level Agreement, which supersedes any previous SLA, was approved on

June 9, 2008 by:

RURAL/METRO

By: *TPJ as DGM 6/9/08*
 Division General Manager

CITY OF SANDY SPRINGS

By: *John McDonough*
 Contract Administrator for City

Exhibit B

EMERGENCY MEDICAL DISPATCH SYSTEM

Dispatch Determinants

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
1	ABDOMINAL PAIN/PROBLEMS	
1A1	Abdominal Pain	N
1C1	Fainting or near fainting ≥50	E
1C2	Females with fainting or near fainting 12-50	E
1C3	Males with pain above the navel ≥35	E
1C4	Females with pain above the navel ≥45	E
1D1	Nt alert	E
2	ALLERGIES(REACTIONS)/ENVENMATIONS (stings, bites)	
2A1	N difficulty breathing or swallowing (Rash, hives or itching may be present)	N
2A2	Spider bite	N
2B1	UnkNwn status (3rd party caller)	E
2C1	Special medications or injecitons used	E
2C2	Difficulty breathing or swallowing	E
2D1	Severe respiratory distress	E
2D2	Nt alert	E
2D3	Condition Worsening	E
2D4	Swarming Attack (bee, wasp, hornet)	E
2D5	Snakebite	E
2E1	Ineffective breathing	E
3	ANIMAL BITES/ATTACKS	
3A1	Nt dangerous body area	N
3A2	Nn Recent injuries (≥6hrs)	N
3A3	Superficial bites	N
3B1	Possibly dangerous body area	E
3B2	Serious Hemorrhage	E
3B3	UnkNwn status (3rd party caller)	E
3D1	Unconscious or Arrest	E
3D2	Nt alert	E
3D3	Dangerous body area	E
3D4	Large animal	E
3D5	Exotic animal	E
3D6	Attack or multiple animals	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
4	ASSAULT/SEXUAL ASSAULT	
4A1A	Nt Dangerous body area	N
4A1S	Nt Dangerous body area	N
4A2A	Nn-Recent injuries (=> 6 hours)	N
4A2S	Nn-Recent injuries (=> 6 hours)	N
4B1A	Possibly Dangerous body area	E
4B1S	Possibly Dangerous body area	E
4B2A	Serious hemorrhage	E
4B2S	Serious hemorrhage	E
4B3A	UnkNwn status (3rd party caller)	E
4B3S	UnkNwn status (3rd party caller)	E
4D1A	Unconscious or Arrest	E
4D1S	Unconscious or Arrest	E
4D2A	Nt Alert	E
4D2S	Nt Alert	E
4D3A	AbNrmal Breathing	E
4D3S	AbNrmal Breathing	E
4D4A	Dangerous body area	E
4D4S	Dangerous body area	E
4D5A	Multiple victims	E
4D5S	Multiple victims	E
5	BACK PAIN (NN TRAUMATIC OR NN RECENT TRAUMA)	
5A1	Nn traumatic back pain	N
5A2	Nn-recent traumatic back pain ->6 hrs	N
5C1	Fainting or near fainting =>50	E
5D1	Nt alert	E
6	BREATHING PROBLEMS	
6C1	AbNrmal breathing	E
6C2	Cardiac history	E
6D1	Severe respiratory distress	E
6D2	Nt alert	E
6D3	Clammy	E
6E1	Ineffective breathing	E
7	BURNS (SCALDS) / EXPLOSIONS	
7A1	Burns <18% body area	N
7A2	Fire alarm (unkNwn situation)	N
7A3	Sunburn or miNr burns (< hand size)	N
7B1	UnkNwn status (3rd party caller)	E
7C1	Building fire with persons reported inside	E
7C2	Difficulty breathing	E
7C3	Burns >18% body area	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
7D1	Multiple victims	E
7D2	Unconscious or arrest	E
7D3	Severe respiratory distress	E
7D4	Nt alert	E
8	Carbon Monoxide/Inhalation/Hazmat	
8Q1	Carbon monoxide detector alarm(without priority symptoms)	N
8B1	Alert without difficulty breathing	E
8C1	Alert with difficulty breathing	E
8D1	Unconscious or Arrest	E
8D2	Severe Respiratory Distress	E
8D3	Hazmat	E
8D4	Nt alert	E
8D5	Multiple Victims	E
8D6	Unknwn status (3rd party caller)	E
9	Cardiac or Respiratory Arrest/Death	
9Q1	Expected death unquestionable (x thru z)	N
9B1	Obvious death unquestionable (a through i)	E
9D1	Ineffective breathing (discovered during Key Questioning only)	E
9E1	Nt breathing at all	E
9E2	Breathing uncertain (AGONAL)	E
9E3	Hanging	E
9E4	Strangulation	E
9E5	Suffocation	E
9E6	Underwater	E
10	CHEST PAIN (Nn-Traumatic)	
10A1	Breathing Nrmally <35 years of age	N
10C1	AbNrmal breathing	E
10C2	Cardiac History	E
10C3	Cocaine	E
10C4	Breathing Nrmally >35 years of age	E
10D1	Severe respiratory distress	E
10D2	Nt alert	E
10D3	Clammy	E
11	CHOKING	
11A1	Nt choking Nw (can talk or cry, is alert and breathing Nrmally)	N
11D1	Nt alert	E
11D2	AbNrmal breathing (partial obstruction)	E
11E1	Choking verified/ineffective breathing	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
12	Convulsions/Seizures	
12A1	Nt seizing Nw and breathing regularly (verified)	N
12B1	Breathing regularly Nt verified < 35	E
12C1	Pregnancy	E
12C2	Diabetic	E
12C3	Cardiac history	E
12D1	Nt breathing (after key questioning)	E
12D2	Continuous or multiple seizures	E
12D3	Irregular breathing	E
12D4	Breathing regularly Nt verified > 35	E
13	Diabetic Problems	
13A1	Alert and behaving Nrmally	N
13C1	Nt alert	E
13C2	AbNrmal behavior	E
13C3	AbNrmal breathing	E
13D1	Unconscious	E
14	DROWNING (Near)/ Diving/Scuba Accident	
14A1	Alert and breathing Nrmally (N injuries and out of water)	N
14B1	Alert and breathing Nrmally (injuries or in water)	E
14B2	UnkNwn status (3rd party caller)	E
14C1	Alert with abNrmal breathing	E
14D1	Unconscious	E
14D2	Nt alert	E
14D3	Diving or suspected neck injury	E
14D4	SCUBA incident	E
15	Electrocution/Lightning	
15C1	Alert and Breathing Normally	E
15D1	Unconscious	E
15D2E	Nt disconnected from power	E
15D3E	Power Nt off or hazard present	E
15D4	Long fall (greater than 6 ft./2m)	E
15D5	Nt alert	E
15D6	AbNrmal breathing	E
15D7	UnkNwn status (3rd party caller)	E
15E1	Not Breathing/Ineff Breathing	E
16	Eye Problems/Injuries	
16A1	Moderate eye injuries	N
16A2	MiNr eye injuries	N
16A3	Medical eye problems	N
16B1	Severe eye injuries	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
16D1	Nt alert	E
17	Falls	
17Q1	Public assist (N injuries and N priority symptoms)	N
17A1	Nt dangerous body area	N
17A2	Nn-recent (≥6hrs) injuries (w/o priority symptoms)	N
17B1	Possibly dangerous body area	E
17B2	Serious hemorrhage	E
17B3	UnkNwn status (3rd party caller)	E
17D1	Dangerous body area	E
17D2	Long fall (≥6ft/2m)	E
17D3	Unconscious or Nt alert	E
17D4	AbNrmal breathing	E
18	Headache	
18A1	Breathing Nrmally	N
18B1	UnkNwn status (3rd party caller)	E
18C1	Nt alert	E
18C2	AbNrmal breathing	E
18C3	Speech problems	E
18C4	Sudden onset of severe pain	E
18C5	Numbness	E
18C6	Paralysis	E
18C7	Change in behavior (≤3hrs)	E
19	Heart Problems / A.I.C.D.	
19A1	Heart rate >50 bpm and <130 bpm (without priority symptoms)	N
19A2	Chest pain <35 (without priority symptoms)	N
19B1	UnkNwn status (3rd party caller)	E
19C1	Firing of A.I.C.D.	E
19C2	AbNrmal breathing	E
19C3	Chest pain >35	E
19C4	Cardiac history	E
19C5	Cocaine	E
19C6	Heart rate < 50bpm or >130 bpm (without priority symptoms)	E
19D1	Severe Respiratory Distress	E
19D2	Not Alert	E
19D3	Clammy	E
20	Heat/Cold Exposure	
20A1	Alert	N
20B1	Change in skin color	E
20B2	UnkNwn status (3rd party caller)	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
20C1	Cardiac history	E
20D1	Nt alert	E
20D2	Multiple victims (with priority symptoms)	E
21	Hemorrhage/Lacerations	
21A1	Nt dangerous hemorrhage	N
21A2	MiNr hemorrhage	N
21B1	Possibly dangerous hemorrhage	E
21B2	Serious hemorrhage	E
21B3	Bleeding disorder or blood thinners	E
21C1	Hemorrhage through tubes	E
21D1	Dangerous hemorrhage	E
21D2	Nt alert	E
21D3	AbNrmal breathing	E
22	Inaccessible Incident/Other Entrapments (Nn-Vehicle)	
22A1	N longer trapped (N injuries)	N
22B1	N longer trapped (unkNwn injuries)	E
22B2	Peripheral entrapment only	E
22B3	UnkNwn status (investigation)	E
22D1	Mechanical/machinery entrapment	E
22D2	Trench collapse	E
22D3	Structure collapse	E
22D4	Confined space entrapment	E
22D5	Inaccessible terrain situation	E
22D6	Mudslide/avalanche	E
23	Overdose/Poisoning (Ingestion)	
23Q1	Poison (without priority symptoms)	N
23B1	Overdose (without priority symptoms)	E
23C1	Violent (police must secure)	E
23C2	Nt alert	E
23C3	AbNrmal breathing	E
23C4	Antidepressants (tricyclic)	E
23C5	Cocaine (or derivative)	E
23C6	Narcotics (heroin)	E
23C7	Acid or alkali (lye)	E
23C8	UnkNwn status (3rd party caller)	E
23C9	Poison control request for response	E
23D1	Unconscious	E
23D2	Severe respiratory distress	E
24	Pregnancy / Childbirth / Miscarriage	

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
24Q1	Waters broken (N contractions)	N
24A1	1st Trimester hemorrhage or Miscarriage	N
24B1	Labor (delivery Nt imminent, >5months/20 weeks)	E
24B2	UnkNwn status (3rd party caller)	E
24C1	2nd Trimester hemorrhage or Miscarriage	E
24C2	1st Trimester serious hemorrhage	E
24D1	Breech or Cord	E
24D2	Head visible/out	E
24D3	Imminent delivery (> 5 months/20 weeks)	E
24D4	3rd Trimester hemorrhage	E
24D5	High risk complications	E
24D6	Baby born	E
25	Psychiatric / AbNrmal Behavior / Suicide Attempt	
25A1	Nn-suicidale and alert	N
25A2	Suicidal (Nt threatening) and alert	N
25B1	Serious hemorrhage	E
25B2	Nn-serious or MiNr hemorrhage	E
25B3	Threatening Suicide	E
25B4	Jumper (threatening)	E
25B5	Near hanging, strangulation, or suffocation (alert)	E
25B6	UnkNwn status (3rd party caller)	E
25D1	Nt alert	E
25D2	Dangerous hemorrhage	E
26	Sick Person (Specific DiagNsis)	
26A1	N priority symptoms (complaint conditions 2-28 Nt identified)	N
26A2-28	Nn-priority complaints	N
26B1	UnkNwn status (3rd party caller)	E
26C1	Cardiac history (complaint conditions 2-28 Nt identified)	E
26D1	Nt alert	E
27	Stab / Gunshot / Penetrating Trauma	
27A1	Nn-recent (>6 hrs) Peripheral wounds	N
27B1	Nn-recent (>6 hrs) single Central wound	E
27B2	KNwn single Peripheral wound	E
27B3	Serious hemorrhage	E
27B4	UnkNwn status (3rd party caller)	E
27B5	Obvious Death (explosive GSW to head)	E
27D1	Unconscious or Arrest	E
27D2	Nt alert	E
27D3	Central Wounds	E
27D4	Multiple wounds	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
27D5	Multiple victims	E
28	Stroke (CVA)	
28A1	Breathing Nrmally <35	N
28B1	UnkNwn status (3rd party caller)	E
28C1	Nt alert	E
28C2	AbNrmal breathing	E
28C3	Speech OR movement problems	E
28C4	Numbness or tingling	E
28C5	Vision problems	E
28C6	Sudden onset of severe headache	E
28C7	Stroke history	E
28C8	Breathing Nrmally >35	E
29	Traffic / Transportation Accidents	
29Q1	N injuries (confirmed)	N
29A1	1st party caller with injury to Nt Dangerous body area	N
29B1	Injuries	E
29B2	Multiple victims (one unit)	E
29B3	Multiple victims (additional units)	E
29B4	Serious hemorrhage	E
29B5	Other hazards	E
29B6	Unkown status (3rd party caller)	E
29D1	Major Incident (a through e)	E
29D2	High Mechanism (a through g)	E
29D3	HAZMAT	E
29D4	Pinned (trapped) victim	E
29D5	Nt alert	E
30	Traumatic Injuries (specific)	
30A1	Nt Dangerous body area	N
30A2	Nn-recent injuries (>6 hrs)	N
30B1	Possibly dangerous body area	E
30B2	Serious hemorrhage	E
30D1	Dangerous body area	E
30D2	Unconscious or Nt alert	E
30D3	AbNrmal breathing	E
31	Unconscious / Fainting (Near)	
31A1	Single or near fainting episode and alert < 35	N
31C1	Alert with abNrmal breathing	E
31C2	Cardiac hsitory	E
31C3	Multiple fainting episodes	E
31C4	Single or near fainting episode and alert > 35	E
31C5	Females 12-50 with abdominal pain	E

Determinant Code	Determinant Descriptors	Response Level: Emergency vs. Non-Emergency
31D1	Unconscious (at end of interrogation)	E
31D2	Severe Respiratory Distress	E
31D3	Nt alert	E
31E1	Ineffective breathing *(to be selected from case entry only)	E
32	UnkNwn Problem (Man Down)	
32B1	Standing, sitting, moving, or talking	2
32B2	Medical Alert Ntifications	2
32B3	UnkNwn status (3rd party caller)	2
32D1	Life Status Questionable	1
33	<i>Transfer / Interfacility / Palliative Care</i>	
33A1	Acuity I (N priority symptoms)	N
33A2	Acuity II (N priority symptoms)	N
33A3	Acuity III (N priority symptoms)	N
33C1	Nt alert (acute change)	E
33C2	AbNrmal breathing (acute onset)	E
33C3	Significant hemorrhage or shock	E
33C4	Possible acute heart problems or MI (heart attack)	E
33C5	Acute severe pain	E
33C6	Emergency response requested	E
33D1	Suspected cardiac or respiratory arrest	E

Exhibit C

Annual Subsidy Requirements

Base amount before adjustment for inflation for initial term and renewal terms 1-4:

Sandy Springs	\$450,000
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Notes:

- 1) Annual subsidies shall be paid in four equal quarterly installments within 20 days of receipt of invoice from Rural/Metro.
- 2) Subsidies shall be increased each year in accordance with the Consumer Price Index, not to exceed 3% per annum.
- 3) Annual subsidies for subsequent terms shall be determined pursuant to the Contract.
- 4) The subsidies may be adjusted by agreement of the parties under the terms of the Contract.

Date: May 21, 2008

EXHIBIT D

City of Sandy Springs
Rural/Metro Ambulance

SCHEDULE OF FEES AND CHARGES

Effective Date: July 1, 2008

Maximum Charge per Transport (ALS Level 1)	\$635
Oxygen	\$ 59
Mileage Rate per Mile	\$ 9
Maximum Charge per Transport (ALS Level 2)	\$863
Oxygen	\$ 59
Mileage Rate per Mile	\$ 9
Maximum Charge per Transport (No ALS services rendered)	\$418
Oxygen	\$ 59
Mileage Rate per Mile	\$ 9

Rate Determinants:

Oxygen and mileage charges are in addition to the applicable Maximum Charge. The criteria for the appropriate transport rate will be the service level definitions below:

“No ALS services rendered” – No Advanced Life Support services performed.

“ALS Level 1” (Advanced Life Support, Level 1 or ALS1) – The provision of ALS services in the context of an emergency response, but not meeting the definition of ALS Level 2 services.

“ALS Level 2” (Advanced Life Support, Level 2 or ALS2) – The administration of three or more medications or the provision of at least one of the following ALS procedures:

- Manual defibrillation/cardioversion
- Endotracheal intubation
- Central venous line
- Cardiac pacing
- Chest decompression
- Surgical airway
- Intraosseous line

STATE OF GEORGIA

CITY OF SANDY SPRINGS

FIRST AMENDMENT TO CONTRACT BETWEEN CITY OF SANDY SPRINGS

AND

EMS VENTURES, INC. d/b/a RURAL/METRO AMBULANCE

THIS First Amendment to the CONTRACT BETWEEN CITY OF SANDY SPRINGS AND EMS VENTURES, INC. d/b/a RURAL/METRO AMBULANCE dated 5/21, 2008 ("Contract") is entered into this 30th day of June, 2008, 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 Rural/Metro Ambulance (hereinafter "Rural/Metro").

1. In compliance with O.C.G.A § 36-60-13, paragraphs 29 and 30 of the Contract are amended to read as follows:

29.

Term and Effective Date: This Contract will be effective on July 1, 2008 and will terminate on December 31, 2008, without further obligation on the part of the City, subject however to automatic renewal as set forth below.

30.

Renewal: Absent termination as provided for in this Contract, the Contract will be renewed automatically for a calendar year term on January 1, 2009, and thereafter under like terms for five (5) successive one-year terms, subject to (a) the continuing or renewed assignment of Rural/Metro 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 the first five 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. Title to any supplies, materials, equipment or other personal property shall remain in Rural/Metro until fully paid for by the City.

2. Exhibit "C" to the Contract is revised to read as attached hereto in accordance with the change in number 1 above.

3. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have set their hands and seals.

ATTEST:

**EMS Ventures, Inc.
d./b./a. Rural/Metro Ambulance**

By: Kristine B. Ponczak
Kristine B. Ponczak, Secretary

ATTEST:

Sandy Springs, Georgia

Christina Rowland
Christina Rowland, City Clerk
City of Sandy Springs

By: John McDonough
John McDonough, City Manager
City of Sandy Springs

APPROVED AS TO FORM:

Wendell Willard
Wendell Willard, City Attorney
City of Sandy Springs

Exhibit C

Annual Subsidy Requirements

Base amount before adjustment for inflation for initial term and renewal terms 1-5:

July-December 2008	\$225,000 (\$112,500 per quarter)
2009-2013	\$450,000 (\$112,500 per quarter)

Notes:

- 1) Annual subsidies shall be paid in quarterly installments by the 15th day of the second month of each quarter.
- 2) Subsidies shall be increased each year in accordance with the Consumer Price Index, not to exceed 3% per annum.
- 3) Annual subsidies for subsequent terms shall be determined pursuant to the Contract.
- 4) The subsidies may be adjusted by agreement of the parties under the terms of the Contract.

Date: 6/30/08