

AMBULANCE SERVICE AGREEMENT

This Agreement made and entered into this ____ day of _____ between Cook County, a political subdivision of the State of Georgia, (hereafter "Cook"), and Community Ambulance a Georgia non-profit limited liability company, (hereafter "CA").

Whereas, Cook desires that certain emergency medical services be provided to its citizens by CA; and

Whereas, CA is desirous of providing said services to the citizens of Cook, and,

Now, therefore, the parties agree as follows:

I. Services to be provided by Community Ambulance

- a. CA will provide ambulance service to the citizens of Cook on a 24 hour basis beginning at 12:01 A.M. on the effective date of this Agreement. All equipment and personnel will be dispatched by CA.
- b. CA shall be the duly licensed provider of Emergency Medical Services in Cook under the guidelines as set forth for such services by the State of Georgia, CA shall meet and / or exceed all professional and / or legal standards for licensing as an Emergency Medical Service provider in the State of Georgia.
- c. CA shall provide emergency medical services in an expeditious manner to all requests within Cook.
- d. CA with adequate schedule of County activities shall respond to request for standby EMS unit at community functions within Cook. Such shall be subject to emergency calls having priority.
- e. In the event of the need for disaster support, CA will provide Cook GEMA with EMS command support, emergency personnel, and resources to mutual aid units.
- f. Patients in Cook shall have a choice in the medical facility to which they are transported. In keeping with the guidelines as set forth by the State of Georgia, patients with life-threatening conditions shall be transported to the nearest appropriate facility for evaluation and stabilization prior to transport to other facilities.

II. Personnel

- a. At least two (2) ambulance crews will be available for use in Cook at all times. Each crew must include personnel necessary to staff (1) Advanced Life Support ambulance with a minimum of one person with a Paramedic license and one with an emergency medical technician license.
- b. In the event of scheduled medical transports from Cook by CA, one (1) ambulance must be physically located in Cook for emergency calls.
- c. CA shall choose and provide said staff of the ambulance with a competitive salary. As with all prospective employees, these applicants would be expected to meet the hiring requirements of

the company as outlined in the company's handbook and job descriptions. Such associates, if eligible, would receive the benefits from CA for their perspective employment levels.

- d. CA shall be responsible for monitoring, assuring, and providing the continuing education training of the EMS Staff.
- e. CA shall provide the billing management and support personnel. All billing shall be the sole responsibility of CA and all revenue collected will remain with CA.

III. Equipment:

- a. CA shall provide all necessary equipment to provide Emergency Medical Services including Advanced Life Support as defined by the State of Georgia.
- b. CA shall provide all general and medical supplies.
- c. CA shall provide all administration and operations of said ambulance service.

IV. Insurance

- a. CA shall provide certificates of insurance and/or a copy of policies on which the Cook Board of Commissioners is named as an "additional insured" for:
 - 1) Automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage.
 - 2) General liability of \$1,000,000 for each occurrence of bodily injury and property damage
 - 3) Professional liability in the amount of \$1,000,000 for each claim.

V. Records

- a. CA shall keep complete records on all services rendered so as to render complete and timely bills to the users. Receipts for all such services are the property of CA.
- b. For the purpose of monitoring performance on this contract, CA will provide Cook Board of Commissioners, on a monthly basis, complete operating statements for transports in the county and listing of personnel credentials.
- c. Rates charged by CA to individuals shall be in accordance with an established rate schedule approved by Cook which approval shall be in writing. Such rate schedule may be revised by CA and submitted for subsequent approval(s) by Cook. Cook shall not unduly withhold approval of reasonable changes. CA shall collect and retain all monies from fees for services rendered under this contract.

VI. Additional Terms of Agreement

- a. As consideration for the contract, Cook shall pay to CA the sum of \$55,800.00 each month (\$669,600.00 annually) during the term hereof for making emergency ambulance services available in the county. Payment shall be due on the first day of each month beginning June 1, 2017. Upon renewal, the annual subsidy will increase by 3% of the previous year's annual subsidy amount.

- b. Cook shall provide suitable quarters to CA to house its personnel and equipment during the term hereof at no rental cost to CA. CA shall be responsible for its own utilities expense and other expenses incurred including cleaning and routine interior maintenance. CA shall be permitted to erect a sign, which meets all local legislation regarding size and placement, at the ambulance quarters signifying that location as a Community Ambulance EMS Station. Such quarters shall not be changed or altered except upon 180 days written notice to CA.
- c. Cook shall provide all search, rescue, and extrication at no cost to CA.
- d. Cook County employees who are injured on the job and transported by CA, shall provide complete billing information for Workers Compensation Insurance and CA shall bill the WC Insurance Provider.
- e. This Agreement shall be for 12 months from the date hereof. After the initial period, this agreement shall automatically renew for an additional twelve (12) months unless sooner terminated as provided herein. Either party may terminate this agreement at any time by giving written notice by mail of its intention to terminate at least 180 days prior to termination.
- f. Cook covenants and agrees to cooperate with and provide all needful assistance to CA in furtherance of this Agreement. Further, Cook shall not during the term hereof, or any renewal term, acquire, lease or operate an ambulance or ambulances within the geographical borders of Cook County, Georgia.
- g. In accepting this contract CA agrees, in addition to all insurance itemized herein, to hold Cook harmless against all claims arising from or due to services rendered CA pursuant to this Agreement.
- h. This contract is effective May 28, 2017.

Board of Commissioners Cook County

By: _____

Chairman

Attest: _____

Community Ambulance

By: _____

Joe Robinson/SVP Emergency Medical Services