

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

This Contract for 9-1-1 Ambulance Response and Emergency Medical Services ("Contract") is made and entered into effective as of the ____ day of _____, 2023 (the "Effective Date"), by and between _____, a Georgia Corporation (the "Contractor"), and the Consolidated Government of Augusta, Georgia, a political subdivision of the State of Georgia ("Augusta, Georgia").

WITNESSETH:

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

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

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

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

WHEREAS, Contractor is the owner and operator of certain emergency medical care vehicles and equipment designated 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 public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Agreement, the Services, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Services; and

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

**ARTICLE I
DEFINITIONS**

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

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

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

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

1.4 Ambulance Service means the providing of emergency care and transportation on the public streets and

highways of this State for a wounded, injured, sick, invalid, or incapacitated human being, to or from a place where medical or hospital care is furnished.

1.5 Basic Life Support (ALS) means treatment or transportation by Ground Ambulance vehicle or treatment with medically necessary supplies and services involving non-invasive life support measures

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

1.7 Department means the Georgia Department of Public Health.

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

1.9 Emergency means any request for ambulance services in connection with circumstances, which may be of a life-threatening or limb-threatening nature, and which apparently requires immediate response. Such calls shall be designated as an Echo, Delta, and Charlie priority response level.

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

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

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

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

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

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

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

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

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

1.19 Medical Protocol means a written statement of standard procedures, promulgated by the Department or the Medical Director as the medically appropriate standard of out-of-hospital care for a given clinical condition.

1.20 Mutual Aid Agreement means a written agreement between providers of Emergency Medical Services where the parties agree to provide assistance to one another in a reasonable manner.

1.21 Non-Emergency means any request for Ambulance transport service to an emergency room for a Patient, which is not an emergency request, but is nevertheless a valid transport request. Such calls shall be designated as an Alpha, Bravo or Omega priority response level.

1.22 911 Calls means all requests for emergency medical services received, regardless of priority level, for purposes of triage or call prioritization.

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

and Holidays.

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

1.25 Quick Response Vehicle (QRV) means an emergency response motor vehicle, that cannot provide transport, that is staffed with a paramedic.

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

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

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

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

1.30 Priority means the call priority level (i.e. Alpha, Bravo, Charlie, Delta, Echo, Omega) of all requests for an ambulance, which is determined by the PSAP, pursuant to telephone algorithms and priority dispatch protocols. The priority level shall determine if First Responder resources are needed for the incident.

- a. Echo and Delta level calls shall be life threatening (Ambulance responds with lights and siren).
- b. Charlie level calls shall be all other emergency calls (Ambulance responds with lights and siren but can be diverted to a Echo or Delta level call if they are the closest Ambulance to the emergency).
- c. Alpha, Bravo and/or Omega level calls shall be a non-emergency ambulance request (Ambulance does not utilize lights and sirens for the incident).

1.31 Response Time means the actual time elapsed between the time the Contractor receives sufficient information to allow the Contractor to respond to the call and the actual arrival at the location of an Ambulance or the arrival of a QRV when patient transport is not required.

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

Level	Urban	Rural
Echo/Delta	Less than 12min 90% of the calls	Less than 15 min 90% of the calls
Charlie	Less than 15min 90% of the calls	Less than 20 min 90% of the calls
Alpha/Bravo/Omega	Less than 30 min 90% of the calls	Less than 31 min 90% of the calls

1.33 Rural means those areas generally south of Willis Foreman Road and Brown Road in Augusta, Georgia as shown on **Exhibit “F”** a map captioned “EMS Response Zone Classification” which is attached hereto and incorporated herein by reference.

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

1.35 SLA means the Service Level Agreement between the parties which shall be approved by the Contract Administrator and Contractor as it may be amended from time to time by the Contract Administrator and Contractor

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

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

1.38 Term means the period set forth in Section 2.1.

1.39 Urban means those areas generally located north of Willis Foreman Road and between Brown Road in Augusta, Georgia as shown on **Exhibit “F”**, a map captioned “EMS Response Zone Classification”, which is attached hereto and incorporated herein by reference.

ARTICLE II

TERM AND SCOPE OF CONTRACT

2.1 TERM. This Contract shall commence on the Effective Date and shall be in place for a five (5) year period with an option to renew per the schedule below and shall terminate on March 31, 2028 at 11:59 p.m. provided, however, that this Contract shall have two successive automatic renewals to extend the term of this Contract as follows: (the period running from the Effective Date until the last date set forth below shall be referred to herein as the “Term”).

Renewal 1: from April 1, 2028, at 12:00 a.m. to March 31, 2029, at 11:59 p.m.

Renewal 2: from April 1, 2029, at 12:00 a.m. to March 31, 2030, at 11:59 p.m.

This contract shall

- (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31 at 11:59 pm as required by OCGA § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this agreement; and
- (ii) automatically renew on each January 1st at 12:00 AM, unless terminated in accordance with the termination provisions of this Agreement; and
- (iii) terminate absolutely, with no further renewals, unless extended by written agreement. Notwithstanding any other provision herein, this Contract shall terminate if Contractor is no longer the State of Georgia EMS provided for the State of Georgia region VI (for Augusta, Georgia). This Contract shall terminate immediately and absolutely at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Augusta, Georgia under the Contract.

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

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

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

- a. Employ and manage all of Contractor’s EMS Personnel.
- b. Ensure that each Ambulance crew meets applicable State requirements.
- c. Provide employee in-service training sufficient to meet applicable State requirements, to include continuing education training and re-licensure requirements.
- d. Provide for all Ambulances, equipment and supplies necessary to perform under this Contract. In this regard Contractor shall provide a minimum of eight (8) ambulances 24 hours a day in addition to two (2) ALS level ambulances and four (4) BLS level ambulances for 12 hours a day available for

service within the service area. It shall be the responsibility of the Contractor to maintain and replace equipment and vehicles as necessary at their expense. Both parties agreed to review the number of ambulances in the EMS system, annually.

- e. Contractor shall also provide three (3) Paramedic Level QRV 24 hours a day to provide ALS backup, ALS interventions, and Emergency Medical Responder services.
- f. Furnish all fuel, lubricants, repairs, initial supply inventory and all supplies for Contractor's operations.
- g. Conduct all billing and collection activities and procedures provided, however, that Contractor shall not delay or deny any treatment or valid transport request due to any Patient's inability to pay.
- h. All of Contractor's vehicles shall be able to effectively communicate via radio and/or other equipment directly with the Augusta 911 Center and Augusta Fire Department apparatus.
- i. Maintain State and local vehicle permits and personnel certifications, and the State provider's License.
- j. Augusta's current CAD (Computer Aided Dispatch) system is provided by Tyler Technologies. Contractor shall obtain and maintain hardware/software to integrate with the Augusta CAD system (CAD to Mobile/Mobile to CAD connectivity) for each ambulance and/or supervisory vehicle. Contractor shall be responsible for implementation and maintenance costs associated with the Contractor equipment and installation. If Contractor wishes to utilize MDTs, Augusta will assist the Contractor with mobile software installation and configuration; and
- k. Contractor shall ensure a vehicle locator system (AVL or Geolocator) is operational and available to allow the Augusta Fire Department and Augusta 911 Center personnel to view the location of available units and associated resources assigned to Richmond County in real time and allow unrestricted access to allow for transparency, to ensure the closest unit is dispatched to the emergency incident and oversight. The vehicle locator system shall be integrated into the CAD system utilized by Augusta, GA.
- l. Conduct quarterly reviews of performance with the EMSAB to review statistics, data and monitor trends with a status report provided to the Augusta Commission quarterly; and
- m. Operate EMS System to meet all clinical Standards; and
- n. Provide and update the public with EMS related information; and
- o. To utilize a system status methodology to rotate/move available Ambulance resources to areas requiring ambulance coverage; and
- p. The contractor and Augusta, Georgia with the approval of both the Medical Director and the Fire Chief, allow each other to use any equipment and/or medications for which their personnel are trained, credentialed and is within their scope of practice. This will be done at no charge to either agency; and
- q. Transport Augusta, Georgia employees who are injured while on duty to an area hospital as designated by the employee at no additional cost to Augusta, Georgia or to the employee after insurance has been filed.
- r. The Contractor shall operate under established Incident Command procedures when working on all emergency scenes. All Provider personnel will be trained in functioning under the Incident Command System currently utilized by Augusta Fire Department. The Contractor will comply with directions and orders given by the Incident Commander as it pertains to scene control and safety situations. Matters of patient care, transport and destination determination shall be controlled by the Contractor in compliance with O.C.G.A. 31-11-1 et seq. once patient care has been transferred.
- s. Interoperability between the Contractor and the Augusta Fire Department should include similar equipment and soft supplies to permit a one-for-one exchange, when possible.

- t. AFD personnel should be allowed to board the Contractors ambulance to provide a higher/or additional level of care as it may be needed.
- u. The Contract will govern the provision of services provided under this Contract. In the event of a conflict, the provisions of this Contract shall govern.
- v. Contractor may delegate, assign or subcontract all or a portion of its rights and obligations under this Contract, including to one or more of its affiliate companies, and such affiliate's ambulances and personnel shall count toward the satisfaction of Contractor's provision of services hereunder. Notwithstanding the foregoing provisions (permitting delegation, assignment or subcontracting) and notwithstanding any other provision of this contract, Contractor (_____) is not relieved of and shall remain solely responsible for the fulfillment of the obligations and responsibilities of Contractor in and under this contract.
- w. Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for the provision or denial of service delivery.
- x. Contractor hereby warrants and represents that at all times during the Contract Term, it shall maintain in good standing all required licenses, certifications, and permits required under federal, state and local laws necessary to perform the services required by this Contract.
- y. The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein.
- z. The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Contract shall not be construed as a waiver of any future or continuing similar or dissimilar failure.
- aa. In the event the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Georgia Secretary of State as its agent for service of all legal process for the purposes of this Contract only.
- bb. This Contract constitutes the sole Contract between the parties. No representations oral or written not incorporated herein shall be binding upon the parties. No amendment or modifications of this Contract shall be enforceable unless approval by action of Augusta.
- cc. If the Contractor is asked by Augusta to perform Work beyond the scope of this Contract for which payment is desired, it shall notify Augusta in writing, state that the work is considered outside the basic scope of work of this Contract, give a proposed cost for additional work, and obtain the approval in writing from Augusta prior to performing the additional work for which it is to be paid. Augusta shall in no way be held liable for any work performed under this section which has not first been approved in writing by Augusta.
- dd. Augusta and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract; except as above, neither Augusta nor Contractor shall assign or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officers or agent of Augusta, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract.
- ee. Any document supplied by Contractor to Augusta related to the services provided hereunder shall

remain the property of Augusta. Augusta reserves the right or approval prior to the distribution of any written material prepared by Contractor. Contractor agrees that Augusta may reuse all such documents, in its sole discretion, without first obtaining the permission of Contractor and without any further payment to Contractor

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

2.5 RESPONSE REQUIREMENTS. In providing EMS under this Contract, contractor shall meet the Response Time Standards. In each instance where the Response Time Standard is not met, the Contractor shall notify the Contract Administrator, within the monthly reports as provided in Section 2.14.A.2 The Contractor and the Contract Administrator shall review these occurrences quarterly. All response times, measured in seconds and not whole minutes.

2.6 PSAP OPERATIONS. Augusta, Georgia will provide emergency call processing and emergency dispatch services, twenty-four (24) hours a day, seven (7) days a week, through its 911 Center at no cost to the Contractor. All 911 emergency medical calls will be screened and triaged via the EMD (Emergency Medical Dispatch) protocol system from the Augusta, Georgia 911 Center. 911 emergency medical calls shall not be transferred to a secondary dispatch location for screening and triage. All EMS units utilized in Richmond County (including any back-up units) shall be equipped by Contractor to maintain direct radio and GPS communications with the Augusta, Georgia 911 Center and have communications capability with all other necessary emergency personnel, fire departments, first responders, and hospitals. The closest emergency ambulance will be dispatched to each 911 emergency medical call.

2.7 USE OF MUTUAL AID AND EMERGENCY MEDICAL RESPONDERS ALLOWED. Contractor will arrange for and utilize Mutual Aid Agreements with other EMS providers as determined by the Contractor, and may utilize Emergency Medical Responder services furnished by itself or neighboring EMS providers, pursuant to any applicable mutual aid agreements, as determined by the Contractor. If any compensation to the neighboring EMS provider is agreed to, it is the responsibility of the Contractor to pay such compensation. Augusta, Georgia shall be notified of all Mutual Aid Agreements by the Contractor. Contractor shall have a signed agreement with a secondary ambulance service to serve as a back-up transport service within ninety (90) days of execution of the Agreement. A copy of said agreement shall be promptly provided to the Contract Administrator.

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

- a. Contractor(s) shall make each employee aware of his/her responsibility to consent to the release of information between Augusta, Georgia and the Contractor(s).
- b. Contractor(s) shall allow Augusta, Georgia personnel to ride along with Contractor(s)'s staff for the purpose of training and/or remediation of AFD personnel, to include all levels of licensure at no charge to Augusta, Georgia.
- c. All response personnel shall be physically capable of performing the tasks assigned by the Contractor(s) to meet the needs of this contract.

- d. The Contractor(s) will immediately transport to a facility for testing any Personnel suspected to be using or under the influence of drugs or alcohol or other intoxicant or have an agent of a testing facility come to the location of the employee to obtain a necessary sample. The Contractor(s) will be responsible for any and all costs associated with this testing. Any Personnel suspected of being under the influence of any drug or intoxicating substance will be immediately relieved of duty by Contractor(s) until there is clinical proof to the contrary.
- e. Clinical performance must be consistent with approved medical standards, protocols and guidelines set forth by the State of Georgia and Augusta, Georgia.
- f. Should the need arise, following formal investigation to the same, Augusta, Georgia reserves the right to prohibit a specific employee of the Contractor(s) from working on units providing response within the Richmond County response area.

2.9 STANDARDS FOR VEHICLES AND EQUIPMENT MAINTENANCE.

- a. Ambulances performing services under this Contract shall meet or exceed the vehicle specifications outlined in the Georgia Ambulance Rules & Regulations. Ambulances with mileage in excess of 250,000 miles shall not remain in the front-line fleet and reserve or backup Ambulances with mileage in excess of 350,000 shall not be utilized except in exigent circumstances.
- b. Each Ambulance shall be equipped with all required equipment and supplies for operations as required by the Act and the approved Medical Protocols.
- c. All costs of maintenance and repairs, including parts, supplies, labor, subcontracted services related to the Contractor's fulfillment of its obligations under this Contract and costs of extended warranties shall be at Contractor's expense.
- d. All mechanical, safety and special equipment shall be subject to inspection at any reasonable time by Contract Administrator or designee.
- e. No ambulance that has been substantially damaged shall be placed back in the service line until it has been adequately repaired.

2.10 PROVISION FOR HOUSING CONTRACTOR'S VEHICLES AND PERSONNEL August, GA and the Contractor hereby agree to the terms and provision for housing contractor's vehicles and personnel as set forth in **Exhibit "A"** (attached hereto).

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

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

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

- e. The Contractor shall comply with the Augusta, GA Disaster plan and Emergency Operations Plan whenever the provisions of such plans are in effect. Written copies of such plans will be provided to the Contractor.

2.13 REQUIRED REPORTS.

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

Contractor(s) shall use an electronic based patient care reporting system (ePCR) that is Georgia Emergency Medical Services Information System (GEMSIS) compliant. The Contractor(s) will allow the AFD Representative administrative access to their county related data stored on the GEMSIS server.

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

Contractors shall submit a daily staffing roster of supervisors and ambulances, to include the service level, by 0900 hrs. The roster and deployment plan must be updated and resubmitted as changes are made.

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

Contractor must have a comprehensive complaint management plan to address and mitigate customer complaints. The plan must be forwarded to the Contract Administrator. All complaints received by Augusta shall be forwarded to the Contractor for resolution. The Contractor(s) must notify Augusta, Georgia of the outcome or status of said complaint given due and timely notice. The Contractor must provide a monthly report listing and detailing all complaints received and complaint outcomes within 15 calendar days of the preceding month to include but not be limited to the following elements:

- a. Billing complaints
- b. Customer service complaints

1. Augusta, Georgia must be notified in writing within two (2) business days whenever the following occurs:

- a. Change in the Contractor(s)'s management, supervisory structure and or ownership.
- b. Contractor(s) shall provide AFD with the name, address, telephone number, and e-mail for the Contractor(s)'s Medical Director during the term of the contract.
- c. Contractor(s) shall notify Augusta, Georgia of any changes in the name, address, telephone number, fax number, and e-mail for the Contractor(s)'s Medical Director during the term of the resulting contract.
- d. Contractor(s) shall provide a monthly summary report of Quality Improvement issues, including remedies or corrective actions and attend a monthly meeting with a AFD Representative to review the findings.

2. Monthly Report – Contractor and Augusta, Georgia shall share monthly reports, which shall include call priority level, in a spreadsheet format, to the Contract Administrator including, but not limited to:

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

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

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

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

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

Annual Report - Contractor and Augusta, Georgia shall share a year-end report summarizing services provided for the contract period and any renewal contract period by January 15th of each contract term.

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

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

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

Response Time Exemptions will be granted for:

- i. Requests during a declared disaster confirmed by Augusta, Georgia locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to simultaneously maintain coverage within the Service Area while providing disaster assistance as needed. Upon resolution of the disaster event, the Contractor shall apply to the Contract Administrator for retrospective relief from the late-run penalties accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter.
- ii. Delayed responses occurring due to hospital emergency department offload times (wall time) prolonging ambulances returning to service for emergency calls. Documentation, including the status and activity of all dedicated EMS System ambulances during instances of delayed responses attributable to offload delays and associated delayed response data shall be provided.

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

- a. Responses cancelled prior to the arrival of Contractor on scene;
- b. Responses not resulting in patient contact;

- c. Response during the time Contractor is responding to a single emergency requiring more than two (2) ambulances (such as a bus wreck or multi-vehicle pile-up);
 - d. Responses delayed by transmission of erroneous, incomplete or inaccurate information by the PSAP, including but not limited to incorrect addresses or call locations whether the fault of the PSAP or the caller;
 - e. Responses delayed due to inclement weather resulting in slowed traffic patterns and/or hazardous driving conditions that are reported by crews to the PSAP or Communications Center while enroute or that are reasonably documented by other means after the response (e.g., moderate/heavy rain, sleet, snow); and
 - f. A hospital delay period ("Hospital Delay Period") shall be a period where a response is delayed due to: (i) local hospital overload causing units to transport patients past the closest appropriate facilities, i.e., a declared diversion; and/or (ii) emergency room patient saturation levels causing off-load times for two (2) or more ambulance crews in excess of 30 minutes to overlap. All Contractor non-compliant calls that were dispatched during a Hospital Delay Period shall be automatically exempted.
 - g. If all contracted ambulances are in-service and operating and the volume exceeds system capacity, No fines should be assessed to the contractor.
- iii. No Other Exemptions. No other causes of late response within Contractor's reasonable control (i.e. equipment failure, at-fault vehicular accident) shall serve to justify Exemption from Response Time Standards or late-run penalties unless specifically authorized by the Contract Administrator.

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

- i. Requests not resulting in patient contact, unless it can be established that the reason for the lack of patient contact was due to Contractor's long response time (e.g. call was cancelled after the expiration of the applicable response time standard), shall not be counted.
- ii. Time-On-Scene shall be the time Contractor notifies dispatch Center that it has arrived at the incident location. Response to locations lacking access by way of a street or road maintained for public or private use shall be measured as the interval between Time-Call-Dispatched and the time the responding crew advises the PSAP they are leaving the maintained street or road to access the patient (e.g. staging area). Arrival "at scene" shall be aligned with what priority the response has been dispatched. Echo, Delta, and Charlie response level as "at scene" is defined as when the ambulance arrives on scene even with QRV pre-arrival. Alpha, Bravo and Omega response levels reset the response time once QRV has arrived on scene. If the QRV downgrades the response from a Echo, Delta and/or Charlie to a Alpha response, the response time also resets. QRV personnel must notify dispatch of the downgraded priority.
- iii. In cases where multiple ambulances are dispatched to a single incident, the Contractor's first arriving responder shall "stop the clock" and response times of later-arriving ambulances shall be excluded for response time statistics and late-run penalties.

D. Statistical Significance. A minimum 300 calls per quarter for each priority level per EMS Response zone classification (i.e. Urban and Rural) shall be required to support a determination of non-compliance. A determination of non-compliance shall result in Late Run Liquidated Damages.

E. Late Run Liquidated Damages. Within ninety (90) days of the final response report for each quarter, Contractor shall pay a penalty of Five Hundred Dollars (\$500) for each response Time Standard average that it fails to meet in a given quarter.

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

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

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

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

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

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

ARTICLE III

PAYMENTS AND FEES

3.1 PAYMENT TERMS Augusta, Georgia agrees to pay Contractor for the Services performed and costs incurred by Contractor upon certification by Augusta, Georgia that the Services was performed, and costs actually incurred in accordance with the Agreement. Compensation for Services performed shall be paid to Contractor upon Augusta, Georgia's receipt and approval of invoices, setting forth in detail the services performed, and costs incurred, along with all supporting documents requested by Augusta, Georgia to process the invoice. Invoices shall be submitted monthly, and such invoices shall reflect costs incurred versus costs budgeted. Augusta, Georgia shall pay Contractor within thirty (30) days after approval of the invoice by Augusta, Georgia staff.

The total number of ambulances dedicated by Contractor will increase based on call volume. When call volume reaches an additional ninety (90) transports per month for four consecutive months, Contractor shall dedicate an eleven ambulance with no additional subsidy to be paid to Augusta, Georgia. Further, should call volume increase an addition ninety (90) transports per month, Contractor shall month, Contractor shall dedicate a twelfth ambulance with no additional subsidy to be paid by Augusta, Georgia.

3.2 SUBSIDY. Augusta, Georgia shall pay Contractor an annual Subsidy in the amount of (\$_____) for each year of this Contract. The subsidy amount shall be made in equal monthly increments, being due on the first day of each calendar month, but not past due until the 15th day of the calendar month. Notwithstanding the above, any partial year/month of service hereunder shall be prorated on a calendar day basis.

Following an annual review, the subsidy amount will increase by _____ percent (___%) per year each year of the Term of the Agreement, if approved by Commission. Payments in the amount of one-twelfth of the annual subsidy shall be made within thirty (30) days of Augusta, Georgia's receipt of an invoice from Contractor for monthly payment.

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

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

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

3.6 PERFORMANCE ADJUSTMENT. Beginning on the sixth (60th) day following the Effective Date, if Contractor fails to staff one of the required vehicles under this Contract more than four times per month then there shall be a \$1,500 penalty for each occurrence. For purposes of this Contract, a vehicle is considered to be "not staffed" if it is out of service for more than 4 hours in a 24-hour period.

3.7 PENALTIES INCURRED. All penalties incurred by the Contractor will be deducted from the Provider's annual subsidy or may be payable by check or cash to Augusta, Georgia within thirty (30) days of the Provider's receipt of an invoice from Augusta, Georgia.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

4.5 DISCLOSURE. To the best of Contractor's knowledge, nothing in this Contract contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements

contained herein not materially misleading. For purposes of this Contract, the term knowledge shall mean actual knowledge without independent investigation.

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

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

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

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

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

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

ARTICLE V

ADDITIONAL COVENANTS

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

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

5.2 BUDGETARY LIMITATIONS. Contractor agrees and acknowledges that budgetary limitations are not justification for breach of sound principles of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Services. Specifically, Contractor agrees that, in the event it cannot perform the Services within the budgetary limitations established without disregarding sound principles of Contractor's profession and industry, Contractor will give written notice immediately to Augusta, Georgia.

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

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

- a. General liability in an amount not less than one million dollars (\$1,000,000) per occurrence limit, two million dollars (\$2,000,000) for the General Aggregate Limit (other than Products/Completed

Operations), and one million (\$1,000,000) limit for products/completed operations per occurrence/aggregate.

- b. Vehicle liability insurance with a combined limit of liability, per accident, of one million dollars (\$1,000,000) coverage for Non-Owned and Hired liability, on all covered vehicles.
- c. Professional liability insurance in an amount of not less than one million (\$1,000,000) for the per occurrence limit and three million dollars (\$3,000,000) for the general aggregate limit.
- d. Excess liability limits of one million dollars (\$1,000,000) general aggregate over the underlying limits outlined above.
- e. Workers' compensation and employer's liability insurance as required by and in conformance with the laws of the state of Georgia.

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

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

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

5.8 RELIANCE ON REPRESENTATIONS, WARRANTIES AND COVENANTS. Each and every representation, warranty and covenant contained herein, and all such representations, warranties and covenants in the aggregate, have been and will continue to be relied upon by Augusta, Georgia and are material to its decision to enter into and perform its obligations under this Contract.

5.9 ANNUAL FINANCIAL AUDIT REQUIRED. Contractor shall provide Augusta, Georgia with annual audited financial statements prepared by an independent public accounting firm in accordance with generally accepted accounting procedures consistently applied. Statements shall be available within one hundred twenty (120) days of the close of each fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for service rendered to the Augusta, Georgia pursuant to the contract are required and shall be subject to the independent auditor's opinion. The financial statement shall include quarterly reports of monthly and year to date payer mix, cash income, accounts receivables status which shows actual collections verses write off of bad debt, discounts and reductions of fees.

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

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

5.11 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED– E-VERIFY AFFIDAVIT and SAVE FORMS. See Exhibits C and D

5.12 PERFORMANCE BOND. Contractor will be required to furnish performance security bond in the amount of one-quarter twenty-five percent (25%) of the annual subsidy for each year of the contract, including each renewal term. The guaranty of performance may be in the form of a cashier's check, certified check made payable to Augusta, Georgia, performance bond, irrevocable letter of credit issued by a bank or savings & loan association, or other forms of performance security acceptable to Augusta, Georgia that are substantially equivalent to a performance bond in the amount of twenty-five percent (25%) one-quarter of the annual subsidy for each year of the contract, including each renewal term. The security bond will be provided to Augusta, Georgia within thirty (30) days of the execution of this contract.

The criteria to be used for calling of a bond or other performance security are as follows:

- (1) Failure of Contractor to conduct its Augusta, Georgia 911 response operation in substantial compliance with the requirements of the applicable Federal, State, and County 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):
- (2) Failure to maintain accurate records, provide requested information, or falsification of data or information supplied to Augusta, Georgia during the course of its Augusta, Georgia 911 operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or any other data required under the Contract.
- (3) Failure to maintain equipment in accordance with good maintenance practices equal to or exceeding manufacturers' specifications;
- (4) Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance;
- (5) Attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing applicants during a subsequent application cycle;
- (6) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner or to present a professional appearance;
- (7) Failure to comply with approved rate setting, billing and collection procedures;
- (8) Repeated failure to meet response time requirements after receiving notice of non-compliance from the Contract Administrator;
- (9) Repeated failure to respond to 911 Calls with units staffed appropriately for priority level;
- (10) Failure of Contractor to provide and maintain the required insurance.
- (11) Failure of Contractor to meet the criteria to be used for the requirements of bond or other form of security is a Default.
- (12) The provider refers suspected indigents to other ambulance providers for any other reason other than nearest available emergency treatment when ambulances of the Provider are available. (Suspected indigent means a person requesting ambulance service who by reason of appearance, speech, address, or other factors, indicates that he or she may be unable to pay for such service.)

5.13 MEETINGS. Contractor is required to meet with Augusta, Georgia's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to Augusta, Georgia. Meetings will occur as problems arise and will be coordinated by Augusta, Georgia. Augusta, Georgia shall inform Contractor's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Contractor's option and expense, a conference call meeting may be substituted.

5.14 AUTHORITY TO CONTRACT. The individual executing this Agreement on behalf of Contractor covenants and declares that it has obtained all necessary approvals of Contractor's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

5.15 NONDISCRIMINATION. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

ARTICLE VI TERMINATION

6.1 AUGUSTA, GEORGIA'S TERMINATION RIGHT.

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

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

- a. If a receiver is appointed to take possession of all or substantially all of the assets of Contractor, or Contractor makes an assignment for the benefit of creditors or files for bankruptcy or fails to have dismissed within 30 days a petition for involuntary bankruptcy.
- b. If there is an attachment, lien, levy, encumbrance, execution or other judicial seizure of all or substantially all of Contractor's assets (or any other right or interest of Contractor in property) used to carry out its obligations under this Contract, if such attachment, lien, levy, encumbrance, execution or other seizure remains un-dismissed, undischarged, or not released for a period of thirty (30) days after the attachment, lien, levy, encumbrance, execution or other seizure thereof.
- c. If either party shall breach any other term, condition or covenant of this Contract and such breach shall not be cured after written notice and a twenty (20) day right to cure unless a longer or shorter cure period is elsewhere provided herein; provided, however, that if the default cannot be cured within said twenty (20) day period and diligently pursues the cure to completion, then the default shall be deemed timely cured, but in no event shall the time to cure a default exceed sixty (60) days.
- d. If Augusta, Georgia fails to make any payments due from it to Contractor under the terms of this Contract after written notice and a ten (10) business day right to cure.

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

written notice of termination which shall specify the effective date of the termination.

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

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

ARTICLE VII

MISCELLANEOUS PROVISIONS

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

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

7.3 REMEDIES NOT WAIVED. Contractor agrees that the work specified shall be completed without further compensation except as provided in this Contract. Payment shall not be a waiver by Augusta, Georgia of any claims for breach or default.

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

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

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

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

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

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

7.7 SEVERABILITY. If any portion or portions of this Contract shall be for any reason invalid or

unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violated the present legal and valid intention of the parties hereto.

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

Augusta, Georgia
Augusta Fire Department
Attention: Fire Chief
3117 Deans Bridge Road
Augusta, Georgia 30906
Fax Number (706) 821-2907

Central Emergency Medical services, LLC
Attention: Chief of Operations
205 Hembree Park Dr., Suite 100
Roswell, Georgia 30076

And

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

And

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

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

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

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

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

7.12 LIMITATION ON LIABILITY. Except for the sanctions as set forth herein, neither party shall be liable for any special, incidental, consequential, indirect or exemplary losses or damages pertaining in any way

to the provision of services under this Contract.

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

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

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

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

7.14 COUNTERPARTS. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Contractor represents that it has reviewed and become familiar with this Agreement. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to Augusta, Georgia shall govern. The parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

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

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

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

7.18 PROHIBITED INTERESTS. No official, officer or employee of Augusta, Georgia who is authorized

in such capacity and on behalf of Augusta, Georgia to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any public safety contract, or any subcontract in connection therewith, shall become directly or indirectly interested personally in this Contract or in any part hereof.

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

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

7.21 RECORDS, REPORTS and AUDITS

1. RECORDS.

- a. Books, records, documents, account ledgers, data bases, and similar materials relating to the Services performed for Augusta, Georgia under this Agreement ("Records") shall be established and maintained by Contractor in accordance with applicable law and requirements prescribed by Augusta, Georgia with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by Augusta, Georgia under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- b. All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

2. REPORTS AND INFORMATION. Upon request, Contractor shall furnish to Augusta, Georgia any and all Records in the form requested by Augusta, Georgia. All Records provided electronically must be in a format compatible with Augusta, Georgia's computer systems and software.

3. AUDITS AND INSPECTIONS. At any time during normal business hours and as often as Augusta, Georgia may deem necessary, Contractor shall make available to Augusta, Georgia or Augusta, Georgia's representative(s) for examination all Records. Contractor will permit Augusta, Georgia or Augusta, Georgia's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for Augusta, Georgia or Augusta, Georgia's representative(s) to access and inspect the Records, or, at the request of Augusta, Georgia, shall make the Records available for inspection at Augusta, Georgia's office. Further, Contractor shall permit Augusta, Georgia or Augusta, Georgia's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, Augusta, Georgia or Augusta, Georgia's representative(s) shall not interfere with or disrupt such activities.

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

7.23 CONTINGENT FEES. The vendor or contractor or firm warrants that it has not employed or retained any company or person, other than a bona fide employee working for the vendor or contractor or firm, to solicit or secure this contract or purchase order; and that the vendor or contractor or firm has not paid or agreed to pay any person, company, association, corporation, individual or firm other than a bona fide employee working for the vendor or contractor or firms, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement, For the breach or violation of the above warranty, and upon a finding after notice and hearing, Augusta, Georgia shall have the right to terminate the contract or purchase order without liability, and, at its discretion, to deduct from the contract or purchase order price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

7.26 OWNERSHIP. All reports, designs drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Services to be performed by Contractor ("Materials") shall be the property of Augusta, Georgia, and

Augusta, Georgia shall be entitled to full access and copies of all Materials in the form prescribed by Augusta, Georgia. Any Materials remaining in the hands of Contractor or subcontractor upon completion or termination of the Services shall be delivered immediately to Augusta, Georgia whether or not the Project or Services is commenced or completed; provided, however, that Contractor may retain a copy of any deliverables for its records. Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to Augusta, Georgia, Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to Augusta, Georgia, and Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

[Signature Page Follows]

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

_____ day of _____, 2023.

CONTRACTOR

AUGUSTA, GEORGIA

By: _____

By: _____

Name
Chief Executive Officer

Name: Garnett L. Johnson

Title: Mayor

ATTEST:

ATTEST:

By: _____

By: _____

Name: Lena Bonner

Title: Clerk of Commission

EXHIBIT A

Augusta, Georgia may permit the Contractor to house personnel at select fire stations on a 24-hour basis. If such ambulances and personnel are stationed at an Augusta, Georgia fire station, Augusta, Georgia shall receive \$350.00 per month, per location.

The Contractor agrees to keep up all areas of fire stations used by contractor personnel, in coordination with the station officer. Contractor personnel shall participate in typical station duties, as it may be possible.

Contractor agrees to provide “house dues” directly to each station monthly, where applicable.

Proposed Station Locations

(Downtown/East)

Station 2 928 Telfair St.

Station 4 1866 Ellis St.

(Midway)

Station 11 2243 Old Savannah Rd.

(West)

Station 9 3507 Walton Way Ext.

Station 15 1420 Flowing Wells Rd.

(South)

Station 17 3705 Old Waynesboro Rd.

Station 18 4185 Windsor Spring Rd.

Station 20 2820 Old Highway 1

QRV Locations

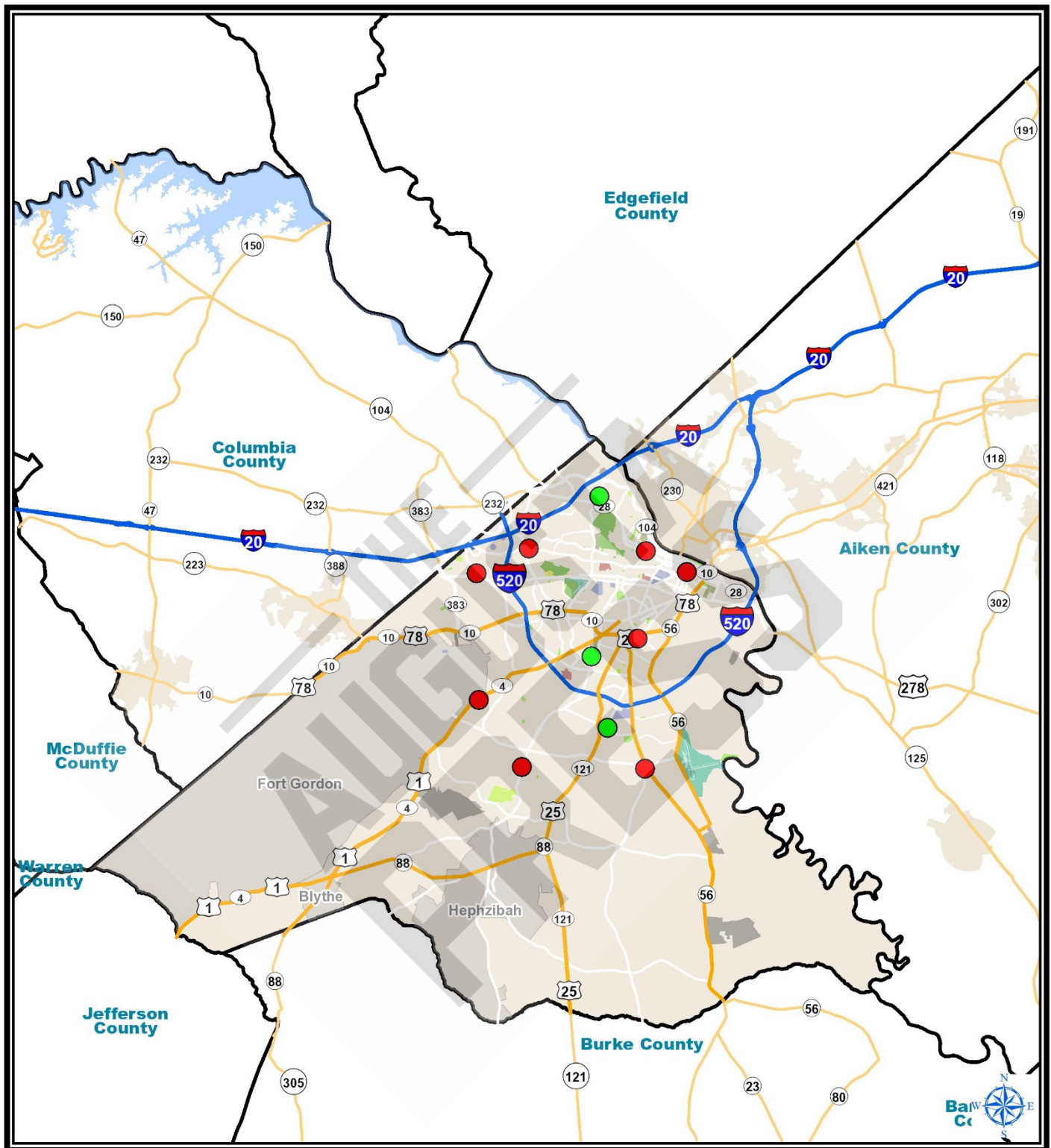
Station 6 2618 Richmond Hill Rd.

Station 10 1056 Alexander Dr.

Station 16 3446 Old Louisville Rd.

Augusta, Georgia, and the Contractor agree that each of the above items (the selection of fire stations to house contractor’s personnel, station cleaning/upkeep, and house fees) shall be decided by Augusta’s EMS Contract Administrator, after consultation with Contractor.

PROPOSED EMS LOCATIONS



Augusta, GA Disclaimer

LEGEND

- Proposed Ambulance Location
- Proposed QRV Location



Department of Information Technology
Geospatial Information Solutions (GIS) Division
535 Telfair St Bldg 2000 | Augusta, GA 30901
www.augustaga.gov/gis | gis@augustaga.gov

Like, Follow, Share #AugustaGIS



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta Commission.

Map Scale **Print Date**
1 inch = 25,600 feet Mar 29, 2023

EXHIBIT B**PATIENT TRANSPORT CHARGES**

For each dispatched ambulance the Contractor shall adhere to the following schedule of charges:

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

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

EXHIBIT C**ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS****PLEASE READ CAREFULLY:****Exhibit C is a consolidated document consisting of:**

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Exhibit C Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.

Business License Requirement: Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Exhibit C. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Attachment B.

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees**. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

WARNING: Please review “Notice to Proponent” regarding Augusta Georgia’s Local Small Business Opportunity Program Proponent Requirements.

Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses’ requirements prior to submitting a proposal.

Rev. 4/09/21

EXHIBIT C - Continued

You Must Complete and Return the 2 pages of Exhibit C with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Proponent:

—

Street Address:

—

City, State, Zip Code:

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide):

And/or Your State/Local Business License # for your Company (Must Provide):

Utility Contractors License # (Must Provide if applicable):

MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable):

Additional Specialty License # (Must Provide if applicable):

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license:

Acknowledgement of Addenda: (#1) ____: (#2) ____: (#3) ____: (#4) ____: (#5) ____: (#6) ____: (#7) ____: (#8) ____:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS

APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Exhibit C with Your Submittal. Document Must Be Notarized.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
 - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
 - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_101.pdf

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00** Date of Authorization

**** (E-Verify Number)** _____

Name of Contractor _____ Name of Project / RFP Number

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2023 in _____ (City), _____ (State).

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Officer or Agent _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

EXHIBIT D**Systematic Alien Verification for Entitlements (SAVE) Program**

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

***Alien Registration Number for Non-Citizens**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,
20____

Notary Public

My Commission Expires: _____

NOTARY SEAL

EXHIBIT E

List Key Personnel:

1. Credentials and experience of medical director designated.
2. Credentials and experience of management personnel designated.
3. Capability, experience, knowledge, and credentials of other key personnel.



EXHIBIT F

EMS Response Zone Classification

