

AMBULANCE SERVICES CONTRACT

This Ambulance Services Contract ("Contract") is entered into between Walker County, Georgia, a political subdivision of the State of Georgia ("County"), and CHI Memorial Hospital – Georgia, a Georgia non-profit corporation ("Contractor").

Whereas the County desires to provide 911 emergency and non-emergency ambulance services ("Ambulance Services") within the entire geographical boundaries of the County; and

Whereas the County issued RFP #2020-EMSI ("RFP") requesting proposals from vendors to contract the Ambulance Services; and

Whereas the County reviewed all of the proposals submitted by the vendors, and the County on September 24, 2020 approved Resolution R-024-20 accepting the proposal from the Contractor contingent upon the Contractor executing a contract pursuant to the provisions of the RFP;

Therefore, for and in consideration of the provisions of the Contract, the parties agree as follows:

DEFINITIONS

The following terms shall be defined as follows in this Contract:

The term "EMS Coordinator" shall refer to the Walker County Fire Chief and Emergency Management Director.

The term "EMT" shall refer to a Georgia licensed Emergency Medical Technician, Emergency Medical Technician- Intermediate, or Advanced Emergency Medical Technician.

The term "Paramedic" shall refer to a Georgia licensed Emergency Medical Technician-Paramedic.

The term "ALS Ambulance" shall refer to a Georgia licensed and equipped ambulance staffed by a minimum of one Georgia licensed EMT (basic, intermediate, or advanced) and one Georgia licensed Paramedic.

The term "911 Center" refers to the Walker County Emergency Communication Center (911 Dispatch Center), a state-recognized Public Safety Answering Point, a/k/a PSAP.

DURATION OF CONTRACT

This Contract shall commence on February 1, 2021 at 12:00 am. and shall expire at 11:59 p.m. on January 31, 2025.

RENEWAL OPTION

This Contract may be renewed at the sole discretion of the County for up to two (2) additional one (1) year terms upon written agreement of the parties.

PAYMENTS TO CONTRACTOR

In consideration of services to be provided by Contractor, Contractor shall receive the following payments:

Payment by County:

County shall pay Contractor one lump sum payment of \$1,000,000.00 no later than five (5) days after both parties execute this Contract. This amount replaces the annual \$250,000.00 subsidy that County has paid to the previous ambulance service provider. Said lump sum payment is County's entire financial obligation under this Contract. The sole purpose of the lump sum payment is to fund the Contractor's purchase of the specified ambulance and equipment as set forth in this Contract.

Payment by Patients of Contractor:

Contractor will provide round-trip transport of inmates at the Walker County Detention Center to the closest appropriate hospital or other health care facility at no charge.

Contractor will provide round-trip transport of any municipal or County law enforcement or fire/rescue department personnel who are injured in the line of duty, at no charge.

Upon request of the County Coroner or his/her designee, Contractor agrees to transport deceased persons. County agrees to reimburse Contractor at the current Medicare BLS base rate and mileage.

Contractor's fees to patients are subject to annual rate increases at the beginning of Contractor's fiscal year (July 1).). Contractor agrees that the maximum yearly increase on all patient fees shall be capped at 5% aggregate per fiscal year. The current fee schedule at the time of execution of this contract is as follows:

HCP Code (Medicare code)	Charge Type	Rate
A0425	Mileage	\$32.00 (per loaded mile to nearest tenth of a mile)
A0426	ALS (Non-emergent)	\$1,066.00
A0427	ALS (Emergent)	\$1,691.00
A0428	BLS (Non-emergent)	\$893.00
A0429	BLS (Emergent)	\$1,423.00
A0433	ASL 2 (Emergent)	\$2,447.00

Contractor shall not charge any fees to County or patients other than as set forth herein.

A. Medicare Patient Fees:

Contractor shall charge Medicare patients who use Contractor's ambulance services fees based on the fee schedule in place at the time of transport and patient acuity level.

Contractor must accept assignment of Medicare benefits as payment and shall not bill Medicare beneficiaries for any additional amount except as permitted by the Medicare Guidelines for the acceptance of assignment.

B. Non-Medicare Patient Fees:

If the non-Medicare patient has health insurance, Contractor shall bill the insurance company fees based on the fee schedule in place at the time of transport first, and shall exhaust all collection efforts from the insurance company prior to billing the patient personally.

If the non-Medicare patient does not have health insurance, Contractor shall offer said patient the standard CHI Memorial self-pay discount. The current CHI Memorial fiscal year self-pay discount is 61.4%.

SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall be responsible for providing 911 emergency and non-emergency ambulance service to all persons located in Walker County, Georgia, including the incorporated and unincorporated areas of the County.

Contractor must provide emergency services from the scene to the appropriate health facility or other location for all persons in the service area. If a patient requires advanced care beyond the capabilities of area facilities, the patient will be transported to the closest appropriate facility, as long as in doing so does not jeopardize the patient's health.

All ambulances and crews are to be dispatched and monitored by Walker County Emergency Communication Center (911 dispatch center).

Contractor shall provide five (5) ALS ambulances and crews (1-EMT-Intermediate or Advanced EMT and 1 Paramedic per ambulance) twenty-four (24) hours a day. All ambulances will operate seven (7) days a week in the coverage area of Walker County while this Contract is in effect.

County shall allow Contractor six (6) months from February 1, 2021 to transition EMTs to Advanced EMTs.

Contractor shall provide one (1) EMS supervisor (Georgia licensed EMT-Intermediate, Advanced EMT, or Paramedic) and a Georgia EMS licensed vehicle with appropriate equipment for the supervisor to respond to calls for service and perform daily operational tasks. The EMS Supervisor will operate twenty-four (24) hours a day, seven (7) days a week in the coverage area of Walker County while this Contract is in effect. The supervisor will not be assigned to an ambulance at any time, nor float to supervise other coverage areas (other counties) unless requested for a mutual aid response.

The services provided by Contractor shall include, but not be limited to, the management and operation of all ambulances, including Advanced and Critical Care Units; additionally, the service shall include medical supply purchasing, stocking and restocking of all medical supplies for fire department first-responder units (including municipal and County}, all fleet maintenance, and public education.

Contractor shall provide a standby ambulance and emergency medical personnel for standby upon request of the County EMS Coordinator, County Sheriff, Fire Chief or Police Chief of any municipality located within the County, at no additional charge to the County, when there is reason to believe a life-threatening public emergency presently exists or is imminent in the County, which includes standing-by at a fire, rescue and hazardous materials response incidents. This shall be within the guidelines approved by the County.

When an ambulance is taken out of service due to mechanical failure or accident, Contractor shall make available a replacement ambulance within thirty {30} minutes, unless there are extenuating circumstances approved by the EMS Coordinator, or his/her designee.

When an ambulance is to be taken out of service for preventative or routine maintenance that requires more than one hour of time, Contractor must put in place another ambulance, until such time as the other ambulance is returned to service.

Contractor must provide and pay for all administration, insurance, professional expertise, labor, materials, fuel, medical supplies, vehicles, equipment, license and permit fees, and compliance costs and fees.

Any change to the aforementioned staffing plan requires written approval of the EMS Coordinator.

Contractor shall participate in the Walker County 911 Quarterly Board Meetings. Contractor must comply with all of the County Emergency Operations Plans, or successor plans adopted and approved by Walker County and/or Emergency Management whenever the provisions of such plan or plans are in effect.

Contractor shall participate in at least one (1) community disaster drill per calendar year, as directed by Walker County Emergency Management.

Scheduled non-emergency transports (NET) calls will not be covered under this Contract.

LOCATION OF AMBULANCES

The EMS Coordinator and Contractor shall mutually determine the locations where the ambulances are to be stationed. These locations may be changed by mutual agreement during the term of the Contract.

AMBULANCE RESPONSE TIME AND DAMAGES

The term "emergency request" includes any emergency service request, within the coverage area of Walker County, received by Contractor from 911 Dispatch.

Response to emergency requests shall be determined the moment Contractor's ambulance is notified of the emergency service request. Contractor has a duty to immediately notify 911 Dispatch that they are responding to an emergency service request.

As set forth in the map attached hereto as Exhibit "A", County has designated and divided the County into two divisions: Division 1 (North) and Division 2 (South). In each division, the map also designates Urban and Rural areas. Contractor shall maintain equal response times for the north and south divisions of the County. Within each division, average response times will be outlined for areas identified as urban and rural.

For purposes of determining Contractor's compliance with the response time standards, and for calculating damages, every emergency request for ambulance service shall be counted, except as follows:

- Requests during a disaster, locally or in a neighboring jurisdiction, that a Contractor's ambulance is dispatched
- When inclement weather conditions exist
- Other exception requested and approved by the EMS Coordinator

Failure of Contractor to meet response time requirements over the course of a calendar month may result in a charge of penalty fees based on the following:

Divisions are calculated separately

Division 1 (North):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

Division 2 (South):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

Failure of the Contractor to meet response time requirements over the course of a calendar month may result in a charge of penalty fees based on the following: Damages per monthly period, per area: ALS Responses= \$2,500 penalty. Penalties are only assessed if response times exceed response time requirements on a monthly average.

Division 1 (North):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

Division 2 (South):

- Areas Designated Urban less than 12 minutes
- Areas Designated Rural less than 18 minutes

EXAMPLE: Division 1 Urban has a 14 minute average response time Division 1 Rural has a 17 minute average response time Division 2 Urban has an 11 minute average response time Division 2 Rural has a 20 minute average response time There are two areas where the provider failed to meet the require response time (Division 1 Urban and Division 2 Rural), resulting in a penalty totaling \$5,000.00 Any penalty assessed is considered a breach of contract and is subject to contract termination.

NOTIFICATION

The EMS Coordinator must be notified immediately by Contractor whenever the following occurs: Any single incident or accident requiring the response of two {2} or more ambulances; mass casualty incidents; or motor vehicle incidents involving a Contractor operated ambulance.

Contractor must provide the EMS Coordinator the ability to log on to GEMSIS for the purpose of monitoring activity reports, with no ability to change reports or access to patient identification information.

COORDINATION WITH FIRST RESPONDERS

Contractor shall cooperate and coordinate its activities and services with the first responder's services, the primary goal being to enhance patient care through mutual cooperation. The Contractor shall provide an on-scene exchange of disposable medical supplies used by the fire departments at no charge. Should there be an inability to exchange medical supplies on scene, the Contractor's County supervisor will exchange the utilized medical supplies immediately following the incident.

The first agency on the scene shall have primary responsibility for patient care until such time as care is turned over to Contractor. The highest-ranking fire department officer on the scene shall have scene control as Incident Commander.

Contractor will make available to all Walker County First Responders (to include Walker County FD, LaFayette FD, Rossville FD, and Lookout Mountain FD personnel) the NAEMT cadre of classes (as referenced above) for the cost of certification only when they are holding them for the Contractor's personnel. Separate classes for first responder departments will be on a request basis and scheduled with the Contractor as time permits.

COMPLIANCE REQUIREMENTS BY CONTRACTOR

Contractor must obtain and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law. Contractor must provide copies of all licenses and renewals to the EMS Coordinator. Contractor must immediately notify the EMS Coordinator if any of the Contractor's licenses, permits certificates or other approvals are modified, suspended, or revoked.

Contractor must maintain compliance with the Official Code of Georgia Annotated, Title 31, Chapter 11, Article 1. The Contractor shall have an established EMS accredited service with all established Emergency and Non-Emergency operations in close proximity to the County or who otherwise demonstrate an ability to "float" additional ALS ambulances and crew to the County during periods of high volumes.

County will maintain the Georgia Ambulance Service License for Walker County.

Contractor must maintain compliance with the Georgia Department of Human Resources, Division of Public Health, and the current Office of EMS/Trauma Procedure Manual. Contractor has provided County a copy of its State of Georgia EMS certificate, and Contractor shall provide a copy of any renewals of the certificate that occur during the term of the Contract. Contractor shall immediately notify County if for any reason its certificate is modified, suspended or revoked.

Contractor must maintain compliance with the Northwest Georgia Region 1 EMS Council Emergency Medical Services System Zoning Plan.

AMBULANCE SPECIFICATIONS

All ambulances shall be in good working condition and physical appearance.

Each ambulance must be equipped with all items required by the Georgia Department of Human Resources, Division of Public Health, Office of EMS/Trauma.

Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice.

Each ambulance must permanently display the name of or other suitable corporate identification or logo on the outside of the vehicle along with that vehicle's state identification number.

Every ambulance shall conform to all standards as promulgated and defined by the EMS Medical Director, and all rules and regulations promulgated and set forth in any state and local ordinance.

EMS Coordinator, or his/her designee, shall have the right to inspect the ambulances stationed within the coverage area.

Contractor will be responsible for supplying vehicles, equipment and supplies, radios that meet or exceed standards for inter-operable communications with the Walker County Emergency Communication Center. County will install and maintain AVL (Automatic Vehicle Locator) hardware manufactured by CAD Contractor to be used by County 911 Dispatch to track and locate the closest appropriate ambulances for emergency calls that will be located in the County. All vehicles shall be equipped with a compatible transponder to be tracked by 911 Dispatch. All vehicles and equipment shall be fully operational when placed in service initially and throughout the term of the Contract for response to public needs.

Each ambulance and any other vehicle supplied for operation within the County must be equipped with an in-vehicle video recording device such as Drive Cam, Digital Ally or similar system to insure the safe operation of emergency vehicles.

Contractor shall supply and maintain fully operational vehicle (mobile) and portable radios as required for it to perform hereunder. All radios shall operate on frequencies required in the Georgia Region One EMS Communications Plan, all HEAR frequencies, and those used by the County.

HEAR: 155.340 MHz

Chattanooga Regional Hospital Communications: 155.280 MHz

CONTRACTOR PERSONNEL

Clinical performance must be consistent with approved medical standards and protocols and guidelines set forth by the State of Georgia.

Contractor shall utilize reasonable work schedules and shift assignments that allow personnel to work no more than 36 consecutive hours followed by a minimum of 12 hours off-duty. Contractor shall provide working conditions that assist in attracting and retaining highly qualified personnel.

Contractor shall utilize management practices that ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent that might impair judgment or motor skills.

It shall be of the utmost importance that employees of Contractor strive to gain proficient knowledge of the streets and highways in the coverage areas in order to choose the quickest, most direct route to the scene of an emergency.

The parties understand that training and educational requirements change from time to time for EMT-Is or Advanced EMTs and Paramedics as new protocols and medical treatments are approved by the Georgia Department of Human Resources, Division of Public Health, Office of EMS/Trauma and/or the Medical Director. Contractor agrees that County may require

additional training or education for EMT-I's, EMT-A's and Paramedics for the benefit of patients receiving care under the Contract. The cost of such training or education shall be the sole responsibility of Contractor.

Each ambulance will be staffed with a minimum of an EMT-Intermediate or Advanced EMT and Paramedic licensed in both Georgia and Tennessee. Each staff member will have additional education in the following disciplines:

- American Heart Association - BLS (Basic Life Support for Healthcare Providers)
- National Association of EMT's cadre of classes to include
 - o PHTLS (Pre Hospital Trauma Life Support)
 - o EPC (Emergency Pediatric Care)
 - o EVOS (Emergency Vehicle Operator Safety)
 - o GEMS (Geriatric Education for Emergency Medical Services)
 - o AHDR (All Hazards Disaster Response)

Paramedics will have additional credentialing in the following disciplines:

- American Heart Association - ACLS (Advanced Cardiac Life Support)
- National Association of EMT's - AMLS (Advanced Medical Life Support)

Each ambulance will be equipped with all equipment required by the Georgia Department of Health, Division of EMS and Trauma as well as some additional equipment to include LUCAS device for the treatment of cardiac arrest patients. Contractor's pharmaceutical formulary shall meet or exceed the State of Georgia's minimum requirements.

All of Contractor's personnel must be trained and receive certification as being NIMS (National Incident Management System) compliant.

Contractor must have in place a program for random drug screening of all personnel providing services under the Contract. Further, Contractor will transport to a facility for testing any employee 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. Any employee suspected of being under the influence of any drug or intoxicating substance will be relieved of duty until there is clinical proof to the contrary.

Contractor shall provide to the EMS Coordinator an approved method for monitoring driver performance for all ambulances providing service under the Contract. County is to be provided with reports on driver performance as requested by the EMS Coordinator.

County requires professional and courteous conduct at all times from Contractor's field personnel, middle management, and top executives. Contractor shall employ highly trained paramedics, EMT-I's, Advanced EMT's, and support staff to provide patient care and to operate Contractor's vehicles and equipment.

Each EMT-I, AEMT and Paramedic shall be physically capable of performing the tasks assigned by Contractor, shall be clean in dress and person, and shall display their name and certification

on a photo identification badge in an appropriate manner visible to the patient. Contractor's employees shall conform to Contractor's dress code.

Contractor shall make effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system.

Clinical and response time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

Should complaints arise regarding a patient's level of care, response time, or Contractor's employee action or inaction, such concerns from the EMS Coordinator must be responded to within 48 hours and include actions to be taken, including disciplinary action and other corrective measures.

Contractor will have local staff available or a toll-free phone number, capable of discussing and resolving billing questions.

Contractor may not offer incentives, by way of additional salaries or wages, or compensated leave of absence, to its employees based upon the number of procedures performed or based upon mileage for the provision of ambulance transportation.

Contractor shall develop and have in place a comprehensive quality improvement program for the EMS System and provide a copy of such program and implementation to the County prior to commencement of this Contract. This shall include a weather mitigation plan to maximize response times and decrease injuries when threatening weather is approaching.

County shall provide for housing accommodations of Contractor personnel at existing fire stations or designated County buildings.

CONTRACTOR'S USE OF OWN EXPERTISE AND JUDGMENT

Contractor is specifically advised to use its own best expertise and professional judgment in deciding upon the methods to be employed to achieve and maintain the high performance required under the contract. By "methods", County means compensation programs, shift schedules, personnel policies, supervisory structures, fluid vehicle deployment techniques, and other internal matters which, taken together, comprise Contractor's own strategies and tactics for performing the services.

PERFORMANCE REVIEW

County shall conduct a monthly evaluation of the performance of Contractor during the first six (6) months of this Contract, and quarterly thereafter utilizing criteria the County determines to be relevant. In addition, County may conduct intermittent evaluations, or at such times specified by the County. This will include, but not be limited to, issues of compliance with the terms of this Contract.

INDEMNIFICATION

Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, employees, and representatives, from any and all claims, demands, liabilities, penalties, damages, expenses and judgments of any nature and description based on the negligence of Contractor and to the extent arising out of the performance by Contractor, its employees, or agents in providing ambulance services under this Contract.

Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

County has no obligation to provide legal counsel or defense to Contractor in the event that a suit, claim or action of any character is brought by any third party that is not a party to the Contract against Contractor as a result of or relating to performance or obligations of the services under this Contract.

Except as expressly provided herein, County has no obligation for the payment of any judgment or the settlement of any claims against Contractor as a result of or relating to obligations under the Contract.

Contractor shall immediately notify County, c/o Governing Authority of Walker County, of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor's obligations under the Contract, and will cooperate, assist and consult with the County in the defense or investigation thereof.

MINIMUM INSURANCE REQUIREMENTS

Before the date Contractor begins to provide service in the County, Contractor shall purchase and provide, in a company or companies licensed to do business in the State of Georgia, such insurance as will protect the County from claims which may arise or result from the Contractor's operations under the contract, or by anyone for whose acts the Contractor may be liable.

The insurance required shall be written for not less than any limits or liability specified below or required by law, whichever is greater. All policies shall provide for 60-day notice to the County of cancellation or alteration in coverage. Certificate of coverage should be provided to County upon Contractor's annual insurance policy renewal. County shall be listed as an additional insured on each insurance policy. Contractor shall maintain through the life of the Contract, insurance through insurers rated A- or better by A.M. Best, in the following minimal limits:

- Commercial general liability insurance - \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- Professional medical malpractice insurance - \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- Worker's compensation coverage to statutory limits as required by law;

- Employers' liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee.
- Personal injury protection (PIP) or medical payment coverage as required by law.
- "Umbrella" coverage in the amount of at least \$5,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a "Form Following Excess" policy.

PERFORMANCE BOND. Contractor must supply a Performance Bond, or irrevocable letter of credit, in the amount of \$250,000 for each year that this Contract is in effect. County reserves the right to adjust bonding requirements. Contractor shall pay for all costs associated with this bond.

DEFAULT. If either party materially breaches the provisions of this Contract, the non-breaching party shall provide written notice to the breaching party. The written notice shall set forth the breach. If the breaching party does not cure the breach within 20 days of the date that the breaching party receives notice of the breach, the non-breaching party may declare this Contract to be in default, and the non-breaching party may pursue all remedies and seek recovery of all damages permitted by law.

For example, if the Contractor breaches this Contract by materially failing to provide the ambulance services pursuant to the provisions of this Contract, then among other remedies and damages, County may seek recovery of the prorated portion of the \$1,000,000 that County paid to Contractor promptly after the execution of this Contract. Following is an example of the calculation of the prorated portion of the damages: The daily per diem of the Contract is \$684.93 (\$1,000,000 divided by 365 days per year times 4 years). If the date of default is the 365th day of the Contract, then there are 1095 days remaining in the four year Contract. 1095 days times \$684.93 per day equals prorated damages in the amount of \$749,998.35.

All provisions of the RFP, the proposal, and other documents a part thereof are incorporated herein by reference as if set out fully in this Contract. If there are any conflicts between the provisions of the above referenced documents and this Contract, the provisions of this Contract shall control.

The parties shall comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act, as amended and as applicable.

NON-DISCRIMINATION AND NON-CONFLICT STATEMENT. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract, or in the employment practices of Contractor. Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor states that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and all other federal and state employment laws as applicable. Contractor states that it does not, and will not, engage in any illegal employment practices.

Contractor shall execute the following affidavits, which shall be a part of this Contract: (1) compliance with Georgia Security and immigration Compliance Act; and (2) a non-collusion affidavit.

Contractor states that it has no public or private interest, and shall not acquire directly or indirectly any interest that would conflict in any manner with its performance of this Contract. Contractor warrants that it shall not, directly or indirectly, provide to any County officer or employee any compensation, or gifts related to this Contract.

Contractor shall not violate the requirements of the Anti-Kickback Statute. Contractor shall comply with the statute's policies regarding pricing and discounts.

This Contract shall be binding and inure to the benefit of the parties and their permitted successors and assigns. Neither party shall, without the prior written consent of the other party, assign or subcontract this Contract, or any rights or obligations hereunder, to a third party.

This Contract shall be enforced and construed in accordance with the laws of the State of Georgia, irrespective of any conflict of law provisions thereof. In addition, in the event of any dispute concerning the terms and conditions of this Contract, or the performance thereof, the parties agree that the sole and exclusive jurisdiction and venue of any claim arising out of such dispute shall lie in the Walker County Superior Court.

This Agreement shall be enforced and construed in accordance with the laws of the State of Georgia, irrespective of any conflict of law provisions thereof. In addition, in the event of any dispute concerning the terms and conditions of this Agreement, or the performance thereof, the parties agree that the sole and exclusive jurisdiction and venue for the initiative of any claim arising out of such dispute shall lie in the Walker County Superior Court.

Any notice or other communication required or permitted to be delivered hereunder shall be deemed delivered or hand delivered or mailed to the part in interest as follows:

If to County: Walker County, Georgia
County Commissioner
101 South Duke Street
LaFayette, GA. 30728

If to Contractor: CHI Memorial Hospital – Georgia
Emergency Medical Services
2525 DeSales Avenue
Chattanooga, TN 37404
Attn: Director of EMS

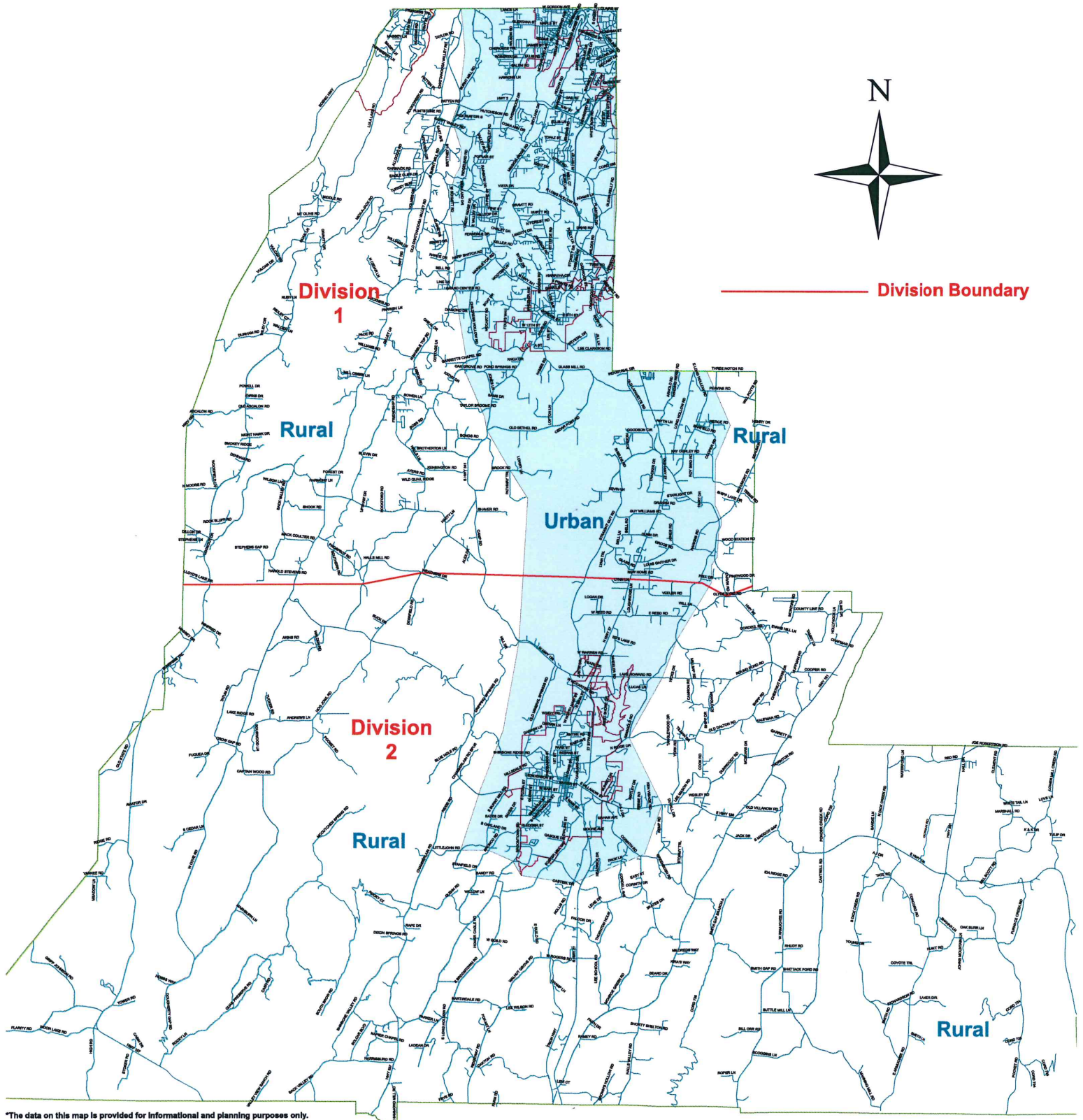
CHI CONTRACTOR ADDITIONAL PROVISIONS ADDENDUM

This Additional Provisions Addendum (“Addendum”) is part of that certain Ambulance Services Contract as of February 1, 2021 (the “Underlying Agreement”), by and between CHI Memorial Hospital – Georgia (referred to in this Addendum as “Memorial”) and Walker County, Georgia (referred to in this Addendum as “County”). In the event any provision of this Addendum conflicts with one or more provisions of the Underlying Agreement, then the terms of this Addendum shall apply.

1. **Compliance with CHI Standards of Conduct.** Each party shall comply with the CommonSpirit Health Initiatives (“CSH”) *Standards of Conduct* as set forth in the *Our Values & Ethics at Work Reference Guide*, available at <http://www.catholichealthinitiatives.org/corporate-responsibility>. Specifically, in performance of this Agreement, each party shall:
 - i. Exercise good faith and honesty in all dealings and transactions;
 - ii. Create a workplace that fosters community and honors and cares for the dignity, safety and well-being of all persons in mind, body and spirit;
 - iii. Maintain a high level of knowledge and skill among all who serve in order to provide high quality care and safety;
 - iv. Observe all applicable laws and regulations that govern the Agreement;
 - v. Maintain the integrity and protect the confidentiality of patient, resident, employee and organizational information;
 - vi. Avoid conflicts of interest and/or the appearance of conflicts; and
 - vii. Use resources responsibly.
2. **Ethical and Religious Directives.** COUNTY recognizes that MEMORIAL is subject to the United States Conference of Catholic Bishops’ *Ethical and Religious Directives for Catholic Health Care Services*, available at <http://www.usccb.org/> (“ERDs”). Nothing in this Agreement shall cause MEMORIAL to violate the ERDs. As of the Effective Date, MEMORIAL represents that this Agreement complies with the ERDs.
3. **Legal Compliance.** COUNTY shall comply with all applicable laws, rules, and regulations.
4. **Insurance.** COUNTY shall maintain usual and customary insurance in sufficient amounts to cover COUNTY’s obligations under the Agreement. Upon reasonable request, COUNTY shall provide proof of applicable insurance policies to MEMORIAL.
5. **Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, COUNTY shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of the Underlying Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by COUNTY under the Underlying Agreement. If COUNTY carries out any of its duties under the Underlying Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.
6. **[Intentionally Omitted]**
7. **No Exclusion.** Neither party is or has been excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program (“Exclusion”). Each party shall immediately notify the other of any threatened or actual Exclusion. If a party is so debarred, suspended, or excluded, this Agreement may be terminated upon thirty (30) days’ notice, unless the excluded, debarred or suspended party is able to be removed from the provision of services under this Agreement.
8. **[Intentionally Omitted]**

9. **Confidentiality.** COUNTY shall treat all non-public information obtained as part of the Underlying Agreement as confidential and shall not, without written authorization from MEMORIAL, release or share such information with any third party, except as may be required by law. COUNTY agrees that, before reporting any actual or perceived violation of law to any governmental entity, even if required by law to do so, it will first discuss any potential legal or compliance matter with MEMORIAL's Corporate Responsibility Officer and CHI Legal Counsel and, unless otherwise required by law, provide CONTRACTOR an opportunity to investigate and appropriately report any compliance matter brought to its attention by COUNTY. COUNTY agree that all information related to the Underlying Agreement, not otherwise known to the public, is confidential and proprietary and is not to be disclosed to third persons without the prior written consent the CONTRACTOR except: To the extent necessary to comply with any law, rule, or regulation, including without limitation any rule or regulation promulgated by the SEC or valid order of any governmental agency or any court of competent jurisdiction; as part of its normal reporting or review procedure, to its auditors and its attorneys; to the extent necessary to obtain appropriate insurance, to its insurance agent; or as necessary to enforce its rights and perform its obligations under the Underlying Agreement. Notwithstanding the foregoing, the parties understand COUNTY is subject to the Georgia Open Records Act, which means a copy of this Agreement will be made available upon appropriate request and at the COUNTY commissioner's meeting (including on the COUNTY's website).
10. **No Kickback.** Nothing in the Underlying Agreement shall be construed as an offer for payment by one party to the other of cash or other remuneration, directly or indirectly, in exchange for patient referrals or arrangements or recommendations for any item or service.
11. **Responsibility for Own Acts.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under the Underlying Agreement.
12. **Independent Contractors.** The parties are independent contractors. Neither is authorized or permitted to act as an agent or employee of the other. Nothing in the Underlying Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter control of the management, assets, and affairs of either party. Neither party, by virtue of the Underlying Agreement, assumes any liability for any debts or obligations of a financial or legal nature incurred by the other party.
13. **PHI.** To the extent COUNTY inadvertently receives or has access to any "protected health information" ("PHI") through performance of the Underlying Agreement, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, and as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), COUNTY agrees to hold such PHI in confidence. COUNTY will ensure that all employees, agents, contractors, representatives, other third-parties that access PHI on COUNTY's behalf are obligated (a) to maintain the confidentiality of all PHI to which it may have access; and (b) to use PHI solely as permitted by applicable law or regulation.

Exhibit "A"



This Contract is executed as follows:

WALKER COUNTY GEORGIA

By: Shannon K. Whitfield

Date: 10-22-2020

Shannon K. Whitfield, Sole Commissioner

Attest:

Rebecca Wooden

Rebecca Wooden, County Clerk

AFFIX COUNTY SEAL

CHI MEMORIAL HOSPITAL - GEORGIA

By: J. Reilly

Date: 10/22/20

Print Name and Title: Janelle Reilly, CEO

Attest:

Chris Chastain

Print Name and Title: Chris Chastain, Notary
my Commission Exp. 12/29/21

AFFIX CORPORATE SEAL

