



AMENDMENT NO. 2
Contract No. 2014-2323, Addendum B

AMBULANCE SERVICE AGREEMENT by and between **Blount County, Tennessee** "County" and **AMR/Rural-Metro of Tennessee, L.P.** "Contractor" for services as defined in both Contract No. 2014-2323 and Addendum B is hereby renewed with the two (2) year extension of July 1, 2018 through June 30, 2020, as presented in Contractor letter dated December 29, 2017 (Addendum C) for the term of two years effective July 01, 2018. The County has completed the 2017-2018 performance reviews of the Contractor and all Level I and Level II contract criteria have been met.

Blount County, Tennessee

By: _____

Title: Blount County Purchasing Agent

Date: _____

Approved as to form:



Craig L. Garrett
Attorney for Blount County, TN Government

AMR/Rural-Metro of Tennessee, L.P

By: _____

Title: _____

Date: _____



Addendum C
Contract 2014-2323

December 29, 2017

Blount County Government
Attn: Purchasing Agent
385 Court Street
Maryville, Tennessee 37804

RE: CONTRACT RENEWAL, AMBULANCE SERVICE AGREEMENT 2014-2323

Blount County, Tennessee and Rural/Metro of Tennessee, L.P. dba AMR/Rural Metro Blount County
and

AMENDMENT NO. 1 – CONTRACT NO. 2014-2323

Addendum B

Dear Purchasing Agent:

The current award period on the above reference contract is due to expire June 30, 2018. There is a provision for five (5) additional one (1) year terms upon written agreement of the parties involved. As stated in Section 302 Renewal Option, Subsection a, this letter is a *"Written Request for the Agreement Renewal by the Contractor to the County in written form by January 01 of the renewal year"*. This action is requesting to extend the contract, noted above, for an additional two (2) years beginning July 1, 2018, through June 30, 2020.

AMR/Rural Metro Blount County consistently exceeds both Level 1 and Level 2 performance based criteria as stated in the contract Section 302, Subsection b. Examples are:

- Compliance response times for the calendar year 2017 have been maintained at ninety (90%) percent or above, therefore resulting in the minimum performance damages assessed;
- Purchased six (6) new ambulances to maintain an up to date fleet of sixteen (16) ambulances as well as a dedicated vehicle for EDP transports from Blount Memorial Hospital. The cost of each ambulance comes to approximately \$180,000, which results in all taxes and future registration fees being processed in Blount County;
- AMR/Rural Metro Blount County purchased an interface in the amount of fifty-one thousand five hundred (\$51,500) dollars for improved communications and direct feed of the computer aided dispatch systems information to benefit Blount County Communications Center dispatchers and the AMR Blount County dispatchers.
- Passed all State of Tennessee audits, which monitors ALS staffing, education/training, fleet maintenance, licensures and medical equipment for ambulances, resulting in no deficiencies in the operation;
- Maintained and passed C.A.A.S. re-accreditation standards in 2017, which is a comprehensive series of standards for the ambulance service industry;
- Taught Emergency Response Classes and Continuing Education Unit Classes to all local fire departments and first responders in Blount County at no additional costs to the departments;
- Helped establish and train the new Emergency Medical Responders for Blount County Sheriff's Office, at no additional costs to the county; valued at around one thousand (\$1,000) dollars per person for training alone.



- In May 2017, taught four (4) community CPR classes for hands only CPR.
- Assisted Blount Memorial Hospital in achieving the American Hearts' Mission Lifeline Gold Recognition Award for cardiac patients;
- AMR/Rural Metro Blount County agency received the Silver Plus Recognition Award for cardiac patients from the American Hearts' Mission Lifeline. This award has only been achieved by seven (7) agencies in the State of Tennessee;
- Assisted Blount Memorial Hospital in their re-accreditation of their stroke program as a Primary Care Stroke Center through The Joint Commission;
- Continued support liaison and primary transport agent with Blount Memorial Hospital for Level 3 Trauma Center credentialing/accreditation;
- AMR/Rural Metro Blount County received the 2017 Service Award, voted and awarded by the Region 2 Director's Association;
- Maintained coverage of over four hundred eleven (411) man hours for the Gatlinburg Wildfires, including support vehicles, command staff, as well as personnel maintaining units for treatment and transports of residents, standby for workers and assisted medical staff for evacuees at the local shelters;
- Maintained over one thousand (1,000) man hours for support in the hurricane regions of Florida and Texas; including support vehicles and personnel to help with daily transports of patients in the affected areas as well as assisting with search and rescue activities;
- Assisted in local community/school sporting events and various standbys for charity organizations at an estimated value of over twenty-five thousand (\$25,000) dollars annually;
- AMR/Rural Metro Blount County employs seventy (70) full time employees, with a total employee count of one-hundred two (102), with an average full-time annual income of forty thousand (\$40,000) dollars, with ninety-five (95%) percent residing in Blount County;
- AMR/Rural Metro Blount County has transported over one hundred twenty (120) long distance E.D.P. patients out of Blount Memorial Hospital for the year of 2017, enabling Blount County Sheriff's Office to maintain staffing for the citizens of Blount County;
- AMR/Rural Metro Blount County contracts with local body shop for all rebranding of units, body repair and/or towing if needed;
- AMR/Rural Metro Blount County has assisted and will continue to assist other agencies with purchasing medical supplies with competitive pricing as AMR has national accounts.

If you have further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Blach".

Christopher Blach
Regional Director, South Region-TN

/rb



Blount County Purchasing

385 Court Street, Maryville, TN 37804-5906

865-865-273-5740 Fax 865-273-5746

www.blounttn.org

Amendment No. 1 Contract No. 2014-2323

AMBULANCE SERVICE AGREEMENT by and between **Blount County, Tennessee** "County" and **AMR & Rural/Metro** "Contractor" for services as defined in Contract No. 2014-2323 is hereby renewed with the modified rates as presented in Contractor letter dated April 20, 2017 (Addendum B) for the term of one year effective July 01, 2017. The County has completed the 2015-2017 performance review of the Contractor and all Level I and Level II contract criteria have been met.

Blount County, Tennessee:

By: [Signature]

Title: Blount County Purchasing Agent

Date: 5/2/2017

Approved as to form:

[Signature]
Craig L. Garrett
Attorney for Blount County, TN Government

AMR & Rural/Metro:

By: [Signature]

Title: CEO

Date: 5/3/2017



Addendum B
Contract 2014-2323

April 20th 2017

Blount County Government
385 Court St
Maryville, 37801
Attn: Purchasing Agent

Dear Purchasing agent,

AMR/Rural Metro values the opportunity to serve the citizens of Blount County with emergency services. Over the current 2 year agreement, AMR/Rural Metro has worked hard to minimize response times along with adding new equipment and field personnel. With the fast changing health care system of today's market, and increase in the cost of medical supplies, AMR Rural/Metro would like to request a rate increase for services as defined in agreement 2014-2323 RFP. AMR/ Rural Metro would like to increase base rate charges 5%, with a mileage charge of \$14 per mile an increase of \$2.56. In addition to the rate increase we propose a charge for incidental items specific to certain transports, as they are essential to patient care and incur significant cost to the operation. This would not affect every patient transported. For example Medicaid or Medicare patients, as those rates are fixed by the health care system. In Blount county approx. 75% of our transports are Medicare/Medicaid patients. We have contract agreements with facilities that is approx. 3% of our transports this will not affect those patients. Approx. 19% of patients are private insurance and self-pay. With Private insurance the patient is responsible for their deductible and the



Increase in cost will be the responsibility of the insurance company. AMR/Rural Metro has not requested a rate increase for over 6 years despite an industry standard of 3% rate increase annually. Below is the proposed base rates increased 5% and the list of incidental charges.

ALS Emergency- \$821.34

ALS Non-Emergency- \$709.19

BLS Emergency-\$677.73

BLS Non-Emergency- \$309.59

Mileage- \$14 per mile

Incidentals

- End Tidal CO2- \$30
- Glucose check- \$25.62
- Medication Administration- \$25.53
- CPAP- \$66.84
- Spinal Immobilization- \$38.43
- Infection control- \$25.53
- EKG- \$74.33
- Oxygen- \$48.89
- Pulse Ox- \$32.03
- Disposables- \$24.64
- I.O.- \$150

We look forward to serving the Citizens of Blount County for many years and value our continued relationship with Blount County.

Thank you,



Jonathan Rodgers

Operations manager, East TN Blount County

296 East Howe Street, Alcoa, TN 37701

Phone (865)977-5420 / Fax: (865)982-6474 / Dispatch: (865)982-2500

AMBULANCE SERVICE AGREEMENT

By and Between

BLOUNT COUNTY, TENNESSEE

and

Rural/Metro of Tennessee, L.P.

AMBULANCE SERVICE AGREEMENT

This Agreement for Ambulance Service made this 6th day of June, 2015, between Rural/Metro of Tennessee, L.P., a Delaware limited partnership, also known as Rural/Metro ("**Contractor**") with its principal place of business at 10140 Gallows Point Drive, Knoxville, TN 37931, and Blount County, a county government providing health services within the geographic and political boundaries of Blount County, Tennessee ("**County**").

RECITALS

1. On January 30, 2015, the County released its Request for Proposal (RFP) to provide emergency medical ambulance services in Blount County, Tennessee.
2. On May 21, 2015, the County awarded the Ambulance Service Agreement to the Contractor.
3. Pursuant to the RFP, the Contractor and the County now desire to enter into this Ambulance Service Agreement.

THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE AGREEMENT

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the parties hereto, with respect to the provision of ambulance services in the County.

SECTION 102. COOPERATION

The parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. DOCUMENTS

The following documents are made part of this Agreement and are incorporated herein by reference:

- A. Blount County Government Request for Proposal 2014-2323 for Emergency Medical Services and associated Addenda.
- B. Contractor's response to Request for Proposal 2014-2323 for Emergency Medical Services dated and associated Addenda.
- C. Successful Proposer's Performance Bond.

In the event there are inconsistent or conflicting provisions among this Agreement and the foregoing Documents, the following descending order of precedence shall prevail:

- 1) Ambulance Service Agreement;
- 2) Blount County Government Request for Proposal # 2014-2323 for Emergency Medical Services and associated Addenda;
- 3) Contractor's response to Request for Proposal # 2014-2323 for Emergency Medical Services and associated Addenda; and
- 4) Successful proposer's Performance Bond.

This Agreement, together with the foregoing Documents, constitutes the entire Ambulance Service Agreement between the parties with respect to the provision of ambulance services, shall supersede any prior agreement, contract or memorandum of understanding between the parties regarding such services and the parties agree that the terms and conditions of this Agreement, including the foregoing Documents, shall govern exclusively the obligations to the parties. Whenever the word "Agreement" is used within this document, it refers to the entire Ambulance Service Agreement and all modifications and addendums.

ARTICLE 2. DEFINITIONS

SECTION 201. WORDS AND TERMS

Advanced Emergency Medical Technician (AEMT). Means a person who has successfully completed an "AEMT" training course, has qualified by examinations to perform pre-hospital emergency patient care, and is to provide basic and limited advanced emergency medical care under medical directions, pre-hospital and during transportation for critical emergent and non-emergent patients, who access the EMS system.

ALS First Responder. Any vehicle not normally used for purposes of patient transport, and which must meet the following requirements: 1) be staffed with a minimum of an EMT/AEMT and paramedic; and 2) equipped with the required communications, Automatic Vehicle Locator and ALS equipment that will meet or exceed state equipment regulations.

Advanced Life Support (ALS). Means the treatment of life-threatening medical emergencies by authorized emergency medical technician-paramedics under medical control, pursuant to the laws of the County or State, or the provision of such treatment by other qualified and licensed medical or nursing personnel.

Agreement Date. The last date on which a party signs and executes the Agreement.

Ambulance. Any vehicle permitted by the Department and the County which is equipped to provide advanced or basic life support, which is designed, constructed, maintained, equipped, or operated for, and is used for or intended to be used for the transportation of patients.

Applicable Law. Any law, statute, rule, regulation, requirement, decision, opinion, judgment, or order of any federal, state, or local governmental entity, including courts, which is or may become applicable to the Agreement, operations, the Contractor, or the County.

Arrival at Incident Location. Means the time an ALS ambulance crew notifies the E-911 Center that the ambulance has arrived at its parking position at the scene of an incident (the entrance to a specific apartment building, not merely the entrance to the apartment complex in general; or an actual accident scene—not merely an approach location within sight of the accident scene).

In situations when the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous material, violent crimes incidents, or non-secured scenes), arrival "at the incident location" shall be the time the ambulance arrives at the designated staging location. If an ambulance unit fails to report that it has arrived at the incident location prior to the crew departing the unit, the response time clock shall not be stopped until the time of the next communication between the ambulance and the E-911 system.

Basic Life Support (BLS) First Responder. Any vehicle not normally used for purposes of patient transport, and which must meet the following requirements: 1) be staffed with a minimum of an EMR and a EMT/AEMT; and 2) be equipped with the required communications, and BLS equipment that will meet or exceed state equipment regulations.

Basic Life Support (BLS). Means the treatment of life-threatening medical emergencies by an emergency medical technician or other qualified and licensed medical and nursing personnel qualified through the use of such techniques as patient assessment basic cardiopulmonary resuscitation, splinting, obstetrical assistance, bandaging, administration of oxygen, application of pneumatic anti-shock trousers, and other techniques described in the Basic/Advanced Emergency Medical Technician curriculum or otherwise approved by the County, pursuant to the law of the State.

Blount County Emergency Communications District (BCECD). The E-911 system which receives all requests for emergency medical services, fire service, and law enforcement.

CAD. Computer aided dispatch.

Change in Applicable Law. Change in applicable law shall include any of the following events or conditions:

a. The adoption, promulgation, issuance, modification or change in an administrative or judicial interpretation, on or after the agreement date, of applicable law, including any federal, state or local law, regulation, rule, requirement, ruling or ordinance, unless such law, regulation, rule, requirement, or ruling was on or prior to the agreement date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal, state or local governmental body, administrative agency, or governmental official having jurisdiction; or

b. The order or judgment of any federal, state or local court, the administrative agency or governmental officer or body, on or after the agreement date which is or becomes applicable to the Agreement, operations, the Contractor or the County, to the extent such order or judgment is not the result of willful or negligent action or lack of reasonable diligence of the Contractor or of the County, whichever is asserting the occurrence of a change in applicable law; provided that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action or lack of reasonable diligence; or,

c. The denial of an application for or renewal of, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a new condition or modification of a previous condition in connection with the issuance, renewal or failure to issuance or renewal, on or after the agreement date, of any governmental permit, license, consent, certificate of need, authorization or approval, which is or becomes applicable to the Agreement, operations, the Contractor or the County, which shall include without limitation the imposition of standards or limitations which impose requirements more stringent than those previously applicable to the Agreement, operations, the Contractor or the County, to the extent that such denial, delay, suspension, termination, interruption, imposition, modification or failure is not the result of a material breach of the Agreement, willful or negligent action or lack of reasonable diligence of the Contractor or of the County, whichever is asserting the occurrence of a change in applicable law; provided that the contesting in good faith or failure in good faith to contest any such denial, delay, suspension, termination, interruption, imposition or failure shall not be construed as such a willful or negligent action or lack of reasonable diligence.

Contractor. Means Rural Metro of Tennessee, L.P., including the Contractor's successors and assigns.

County. Blount County, Tennessee, a geographic and political subdivision of the State of Tennessee.

Dedicated Special Events Coverage. Means the posting of an ALS ambulance at a location of a scheduled special event within Blount County. A unit so assigned shall not depart the scene of the event for any reason except to transport a patient in need of immediate transport from the event location to a medical facility, in which case another unit shall be immediately dispatched to resume dedicated coverage of the special event.

Demised Persons. Any person who is determined to be deceased by an employee of the Contractor, the Medical Examiner for the County, or other qualified medical personnel.

Department. Orders, judgments, rulings, rules and regulations issued or promulgated in final form which apply to the Agreement, operations, the Contractor or the County, which may be issued during the term of the Agreement by the Tennessee Department of Health, Office of Emergency Medical Services Division.

Direct Damages. Compensation for actual, tangible expenses, "out of pocket" payments, and other direct losses, excluding attorney's fees, which have been directly sustained or incurred by a party because of a material breach of the Agreement by the other party. Direct damages shall be offset by any insurance recoveries attributable to such losses, but shall not be offset by other collateral sources of indemnification in favor of the aggrieved party. For purposes of the Agreement, the term "direct damages" shall also be deemed to include, where sought on account of a party's material breach, equitable relief, including actions for specific performance, restraining orders and injunctions.

E-911 System. Blount County's Emergency Communications District which receives all requests for emergency medical services, fire service, and law enforcement.

EMR. Means Emergency Medical Responder.

EMS. Means Emergency Medical Services.

EMS Coordinator. Shall be the Blount County Director of General Services.

EMT. Means Emergency Medical Technician.

Emergency Request. A request for emergency services received at E-911 or a request for emergency services transferred from the E-911 System to the Contractor.

Emergency Services. The delivery of emergency medical services, including without limitation the response to calls for emergency medical assistance, the rendering of such levels of medical services as are required by applicable law, including emergency medical treatment rendered by employees of the Contractor who are trained as EMT/AEMT'S and paramedics.

Emergency Transport. Is the transport of a patient in an ALS ambulance resulting from (1) a response to an emergency request, or (2) a response to a non-emergency request which results in a need for emergency services.

Force Majeure. Any change in applicable law or any other act, failure or refusal to act, or an event, occurrence or condition, or any combination of the foregoing, which causes performance of the Agreement to be impossible or economically unreasonable; such act, failure or refusal to act, event, occurrence or condition may include an act of God, or terrorism.

However, force majeure shall not include an act, failure or refusal to act, event, occurrence or condition which, either in whole or in part:

- a. Is the result of a labor strike, stoppage, slowdown or other labor related problem caused by employees either of the Contractor or an affiliate; or
- b. Is the result of a change in the federal revenue income tax laws; or
- c. Is or was reasonably within the control of, reasonably could have been permitted by, or was caused by the negligence, misfeasance or malfeasance of the party claiming force majeure.

Material Breach of the Agreement. A material failure or refusal by either party to perform its respective duties and obligations required by the Agreement and applicable law, which causes substantial harm to the non-breaching party.

Medical Director. Medical Director means an individual working in the ER of Blount Memorial Hospital who has an active, unencumbered license to engage in the practice of medicine pursuant to Title 63, Chapter 6, or Chapter 9, and who provides medical advice, direction, oversight and authorization to emergency medical services personnel at a licensed ambulance service, and/or emergency medical services educational institution, including, but not limited to, quality assurance.

Modification. A written amendment to the Agreement, executed by the Contractor and the County.

Non-Emergency Transports. Requested medical transports of patient(s), or unscheduled transports, not meeting the definition of emergency transport of patient(s).

Paramedic. A person who is certified by the State to perform basic and advanced life support procedures, pursuant to the provisions of Department Regulations.

Party. The Contractor or the County.

Patient. An individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

Performance Damages. Means any damages stemming from any breach of this Agreement by the Contractor, other than Response Damages.

Request for Proposal (RFP). The document issued by the County requesting detailed proposals to provide the services described in the RFP and the Agreement.

Response. Means the act of responding to an emergency or a non-emergency request, which begins with the dispatching of an ambulance and, (1) in the case of a request resulting in a patient being transported, ends with the ambulance's arrival at the incident location, or (2) in the case of a request which does not result in a patient transported, ends with cancellation of the ambulance responding to the request.

Response Time. That period of time when the Contractor is notified of a pending emergency request, until arrival at the incident location.

State. Means the State of Tennessee.

Unit Hour. Means a fully equipped and staffed ALS ambulance on a response or waiting for a response for one hour.

SECTION 202. TERMS GENERALLY

The terms "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation". When words or terms are used in the Agreement, they are to be interpreted or construed, first, as expressly defined in the Agreement; and secondly, if not expressly defined, according to any generally accepted technical meaning in the emergency medical services industry; and thirdly, if there is no generally accepted technical meaning, according to their common and customary usage.

SECTION 203. MODIFICATION

The Agreement may be amended only by a modification. The County and the Contractor expressly agree that any oral communication, later course of conduct, or other attempt to change the Agreement other than by a modification shall not be binding or enforceable. For this purpose, the Agreement shall be considered to be within the Tennessee Statute of Frauds, TCA 29-2-101(5), because the Agreement cannot and shall not be fully performed within the space of one (1) year from the Agreement date.

ARTICLE 3. TERM AND END-TERM PROVISIONS

SECTION 301. TERM OF AGREEMENT

This Agreement shall commence at 00:00:01 hours on July 1, 2015 and shall terminate at 24:00 hours on June 30, 2017.

SECTION 302. RENEWAL OPTION

a. The Agreement may be renewed for up to five (5) additional one (1) year terms upon written agreement of the parties. Request for the Agreement renewal must be made by the Contractor to the County in written form by January 01 of the renewal year.

This option shall be exercised only if the Contractor is successful in completing the performance review as outlined in Subsection b and if all terms and conditions remain the same. The Blount County Purchasing Agent must approve any renewal.

b. Upon receipt of the Contractor's request for a one (1) year extension in accordance with Subsection a above, the County shall conduct an evaluation and assessment of the Contractor's performance during the previous contract year.

The County will evaluate the Contractor using two sets of performance based criteria. The determination of whether the Contractor has satisfied the performance review is solely within the judgment of the Blount County Purchasing Agent.

Level I criteria will be minimum standards to be met by the Contractor during each contract year and are generally described as follows:

1. The Contractor has consistently achieved response time compliance based on the standards set forth in Section 406.
2. The Contractor's overall performance has resulted in a minimum number of performance damages being assessed as set forth in Section 705.
3. The Contractor consistently and timely delivers to the County all reports and documentation required by this Agreement with a minimum of inaccurate, deficient or missing documentation.
4. The Contractor consistently demonstrates clinical performance standards which comply with all County / State rules and regulations.
5. The Contractor consistently maintains and projects to the general public a professional image.

Level II criteria identify performance by the Contractor in excess of the minimum standards and are generally described as follows:

1. The Contractor consistently exceeds the minimum response time requirements set forth in Section 406.
2. The Contractor can effectively demonstrate that the overall EMS System has realized improvements in quality of patient service and clinical excellence in each of the prior contract years.
3. The Contractor exceeds the minimum contractual requirements regarding community service and education.
4. The Contractor has received recognition through community service awards or other honors which signify superior commitment to the community.

5. The Contractor's recent audit by the County or the Department is ranked superior with a zero or minimum number of deficiencies.

SECTION 303. EXPIRATION OF TERM

If the Contractor fails to exercise the renewal option as set forth in Section 302(a) above, or fails to earn an extension in accordance with Section 302(b), the term of this Agreement shall automatically terminate on the expiration date at 24:00 hours June 30, 2017.

SECTION 304. LAME DUCK PROVISIONS

Should the Contractor not succeed itself at the end of the term of this Agreement, the County shall depend upon the Contractor to continue to provide all services required under this Agreement until the successor contractor assumes service responsibilities for a period not to exceed 180 days. Under these circumstances, the Contractor will, for the remaining term of this Agreement, serve as a "lame duck" contractor. To ensure continued performance fully consistent with the requirements of this Agreement throughout any such lame duck period, the following shall apply:

- a. The Contractor shall make no changes in methods of operation, which could reasonably be considered to be aimed at cutting the Contractor's service below that required by this Agreement in order to maximize profits during such lame duck period.

- b. The Contractor shall continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to the successor contractor, including, but not limited to, compliance with the provisions related to the qualifications of key personnel.

- c. The Contractor shall not penalize or bring personal hardship to bear upon any of its employees who may apply for work on a contingent basis with a competing bidder, and shall allow without penalty its employees to sign contingent employment agreements with competing bidders at the employees' discretion. The Contractor may, however, prohibit its employees from assisting competing bidders in preparing their bid proposals by revealing the Contractor's trade secrets or other information about the Contractor's business practices or field operations.

ARTICLE 4. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. GENERAL DUTY

- a. Beginning on July 1, 2015 at 00:00:01 hours and continuing for the term of the Agreement, the Contractor shall provide and pay for all administration, insurance, professional expertise, labor, materials, vehicles, and equipment necessary to respond to all emergency and non-emergency calls referred to the Contractor by the Blount County Emergency Communications District (BCECD). In responding to emergency requests, the Contractor shall satisfy the response time requirements set forth in Section 406.

- b. The Contractor is to have personnel located within the BCECD in order to facilitate all emergency and non-emergency calls and the deployment of ambulances on or before October 1, 2015. The Contractor is to be responsible for all associated expenses of having onsite operations within the BCECD.

c. The Contractor shall enter into an agreement with BCECD concerning terms for leasing facility space at a fair market and commercially reasonable value and dispatch protocols.

d. The Contractor shall apply for, secure, and renew all licenses, permits, certificates or similar government approvals which are or may be required by applicable law and Department's Rules and Regulations for conducting services described herein.

e. The Contractor shall 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.

f. The Agreement shall make available to all persons within the County, on a subscription fee basis, emergency services (as defined herein) to be provided by the Contractor pursuant to this Agreement. A household shall be defined as all individuals living in the home.

g. The Contractor shall provide a standby ALS ambulance for standby upon request of the EMS Coordinator when: 1) there is reason to believe a life threatening public emergency presently exists in the County (to include Fire and Law Enforcement scenes, when requested), and 2) dedicated city and county sponsored special events (not to exceed a total of 500 unit hours per year).

h. Subject to the Contractor's reasonable policies and procedures regarding same, the Contractor shall permit paramedic and emergency medical technician trainees to accompany ambulances in their regular and ordinary responses for the purpose of assisting such trainees in completing the curriculum and experiences necessary for completion of training programs approved by the State. The Contractor's policies and procedures may address, among other things, the requirement of written waiver and indemnity agreements, dress codes, conduct codes and the like.

i. The Contractor shall comply with all Blount County Emergency Plans, or successor plans adopted and approved by the EMS Coordinator, or the Blount County Emergency Management Agency whenever the provisions or such plan or plans are in effect. The Contractor further agrees to participate in at least two (2) community disaster drills per calendar year, as directed by the EMS Coordinator, or the Blount County Emergency Management Agency.

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

SECTION 402. TRANSPORT

a. The Contractor shall provide emergency services from the scene to the appropriate health facility or other location for all persons in the county, regardless of ability to pay.

b. The Contractor will transport demised persons to appropriate health facilities for identification and examination upon request by the Blount County Medical Examiner or designee at no cost to the County. When possible, a non-ALS unit shall be used for transport.

c. The Contractor will make available its financial hardship and assistance programs pursuant to its internal policies as amended from time to time for indigent citizens.

d. The Contractor shall transport an individual from Blount Memorial Hospital to an appropriate mental health facility for the Blount County Sheriff's Office, as directed by a Blount Memorial Hospital physician, at the price set forth in the Contractor's RFP Response.

e. The Contractor will bill for transports in accordance with the rate schedule set forth in the Contractor's response to Blount County Request for Proposal 2014-2323.

SECTION 403. COMMUNICATIONS EQUIPMENT

a. The Contractor shall, at its sole expense, install in all units, radios capable of communicating with all emergency response agencies serving Blount County.

b. The Contractor shall provide, at its sole expense, all paramedics and EMTs with handheld portable radios capable of communicating with all emergency response agencies serving Blount County.

c. The Contractor shall provide to Blount County, at its sole expense, all system status software, notification devices used to alert level status, and other equipment that may be needed to monitor responses.

SECTION 404. NOTIFICATION

a. The Contractor shall notify the EMS Coordinator throughout the contract term as follows:

1. The Coordinator shall be notified immediately, via electronic communication or verbally, whenever the following occurs:

- a. Response time exceptions greater than 10 minutes; and
- b. Any single incident or accident requiring the response of three (3) or more ambulances; and
- c. Mass casualty incidents; and
- d. Any vehicle accidents involving a Contractor's vehicle; and
- e. Ambulance levels of three or less specific to the number of available ambulances.

2. The Coordinator shall be notified daily, via electronic communications, of the Contractor's daily compliance report.

SECTION 405. AVAILABLE AMBULANCES

a. The Contractor shall dedicate sixteen (16) ambulances licensed in Blount County, TN operations. One (1) of these ambulances shall be 4-wheel drive. The Contractor shall dedicate two (2) additional 4-wheel drive vehicles for use in Blount County, TN operations.

b. The Contractor shall, at all times under this Agreement, make available not less than three ambulances for emergency response.

c. The Contractor will maintain a Mutual Aid Agreement with another licensed ambulance service in Blount/Loudon/Knox area to assist them in emergency responses when the system drops to level three, subject to third parties' willingness to enter into such agreements. All responses will be logged and reported to the EMS Coordinator.

d. If the Contractor has no ambulances available for an emergency request (level 0) and/or fails to meet the response time provided herein, damages as set forth in Section 705(a) will be assessed against the Contractor.

SECTION 406. RESPONSE TIME

a. As used herein, the term emergency request shall include any response by the Contractor on an emergency request as called into the Blount County Emergency Communications District, including responses (1) resulting in transportation of patients, (2) resulting in no services being rendered or patients being transported, and 3) the emergency request is cancelled after the lapse of the contracted response time (10 minutes). In each thirty (30) day period, (beginning on the first day of each month) and commencing on the first day of operations, not less than ninety percent (90%) of the Contractor's responses to emergency requests shall be performed in 10 minutes or less subject to the terms of Section 704.

b. If, in each thirty (30) day period, the Contractor fails to respond to Priority One or Priority Two emergency requests within the applicable performance requirement, as set forth above, it shall pay response damages set forth in Sections 703 and 704.

c. Response time exemptions. The Contractor shall maintain projections for reserve staffing capacity for increase production should there be a temporary system overload. However, it is understood that on occasion unusual factors beyond the Contractor control affect the achievement of the required response time standards. For purposes of determining the Contractor's compliance with the response time standards as set forth herein, and for calculating damages in Sections 703 and 704, every request for ambulance service shall be counted except as follows:

1. Requests which are cancelled prior to the Contractor's arrival at the incident location, but before the contracted response time has expired (10 minutes).
2. During a period of severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to EMS personnel or the public than would result from a delayed response.
3. Requests during a disaster, locally or in a neighboring jurisdiction, which has requested assistance from the County.
4. Transport of an individual from Blount Memorial Hospital to the appropriate mental health facility for the Blount County Sheriff's Office.
5. Transports requests that are downgraded by any 1st Responder.
6. Priority 3 requests.
7. Multi-unit responses wherein the first unit shall be measured for response time requirements, but additional units shall be dispatched from the closest locations but shall not be subject to the response times set forth herein.
8. Due to the difficult terrain and coverage, the response time for an emergency request within the geography of the National Park Service shall be exempt with the exception of the Foothills Parkway other than the area from Tab Cat Bridge Mile Marker 11 on US Hwy 129 to Mile Marker 1 at the North Carolina State Line which shall also be exempt.
9. The response time for an emergency request may also be excluded when the EMS Coordinator determines there is other good cause for an exception. The grounds for the exception must have been a substantial factor in producing the particular response time, and the Contractor must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of erroneous, incomplete or inaccurate information from the BCECD. The Contractor may appeal an exception determination made by the EMS Coordinator to the EMS Board.

SECTION 407. AMBULANCE SPECIFICATIONS

a. All ambulances used for emergency patient transportation shall be a minimum of Type III ambulance, not more than five (5) years old from the date of sale as a new vehicle, and shall not have been used more than 300,000 miles. All ambulances used for the non-emergency transportation of patients shall be not more than seven (7) years old from the date of sale as a new vehicle, and shall not have been used more than 350,000 miles.

b. Contractor shall provide a 4-wheel drive vehicle for use in inclement weather and backcountry use. This vehicle shall be enclosed and of sufficient length to transport a patient flat on a spine board. This vehicle shall be in a constant state of readiness. The vehicle shall not be more than five (5) years old from the date of sale as a new vehicle and shall not have been used more than 150,000 miles.

c. All maintenance and repair records and inventory records shall be available for inspection by the EMS Coordinator.

d. All ambulances shall conform to the State Rules and Regulations.

e. Equipment shall be available to allow ambulances to travel in inclement weather conditions, including snow or ice. The Contractor shall adhere to the inclement weather policy of the Blount County Emergency Management Agency.

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

g. Any ambulance used by the Contractor for transporting of patients shall conform to all standards as promulgated and defined by the State and all rules and regulations promulgated and set forth by the County.

h. All ALS ambulances shall be equipped with necessary equipment to transmit EKG's to all Blount and Knox County hospital emergency rooms.

SECTION 408. PERSONNEL

a. The Parties understand that the EMS System requires professional and courteous conduct at all times from Contractor's field personnel, communications personnel, middle management, and top executives. The Contractor shall employ highly trained paramedics, EMTs, AEMT's and support staff to provide patient care and to operate Contractor's vehicles and equipment. Each EMT/AEMT and paramedic shall be physically capable of performing the tasks assigned by the 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.

1. Each Paramedic (EMTP or CCEMTP) will obtain and maintain certification or licensing as follows: (a) Class D with an F endorsement Tennessee drivers license, (b) Tennessee Paramedic license from the Division of Emergency Medical Service, (c) American Heart Association or Red Cross CPR (1 and 2 person, FBAO infant, child, and adult conscious and unconscious, plus AED), (d) Advanced Cardiac Life Support (ACLS), (e) Pre-hospital Pediatric Life Support, Emergency Pediatric Care (EPC) or Pediatric Advanced Life Support (PALS), and (f) Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS),

2. Each EMT/AEMT will obtain and maintain certification or licensing as follows: (a) Class D with an F endorsement Tennessee driver's license, (b) Tennessee EMT/AEMT license from the Division of Emergency Medical Service, (c) American Heart Association or Red Cross CPR (1 and 2 person, FBAO infant, child, and adult conscious and unconscious, plus AED).
3. Communications personnel shall be certified as Basic Telecommunicator and Emergency Medical Dispatchers (EMD) by the standards set forth in the Association of Public Safety Communication Officials (APCO).

b. The Contractor shall utilize reasonable work schedules, shift assignments, and provide working conditions that assists in attracting and retaining highly qualified personnel. The Contractor shall utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime are not exhausted to an extent which might impair judgment or motor skills.

c. The Contractor shall offer to its employees a compensation and benefits package designed to attract and retain highly qualified field personnel and communications center personnel.

SECTION 409. FIRST RESPONDERS

The Contractor shall cooperate and coordinate its activities and services with First Responders for the purpose of ensuring quality patient care. The Contractor will maintain all records per State's requirements.

SECTION 410. PRODUCT AVAILABILITY

The Contractor shall have available a minimum of two (2) each auto Chest Compression Systems for use in rural areas of Blount County on or before October 1, 2015. These shall be Lucas 2 brand or equivalent.

To the extent on the Effective Date of this Agreement, Contractor has provided any LIFEPAK devices to First Responders within the County, Contractor shall continue such partnerships throughout the Term of this Agreement.

SECTION 411. EMS BOARD

The Contractor shall participate in established meetings with an EMS Board consisting of City and County First Responders, City and County officials, and Blount Memorial Hospital officials.

SECTION 412. COMMUNITY COMMUNICATION.

The Contractor shall participate in established meetings with City and County officials and members of the community. The Contractor shall have a staff member available within the Contractor's operations in the County who shall be available during reasonable business hours to address community concerns and address community members.

ARTICLE 5. COUNTY'S DUTIES AND RESPONSIBILITIES

SECTION 501. GENERAL DUTIES

The County shall monitor the response time performance pursuant to the requirements of and upon the intervals set forth in Section 406.

ARTICLE 6. INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

a. On or before July 1, 2015, the Contractor shall obtain and provide certain insurance coverage by insurers duly licensed and authorized to operate in the State of Tennessee. The Contractor shall provide the insurance coverage as outlined in the Insurance Checklist included in the RFP.

b. The Contractor shall have Blount County Government and Blount County Board of Education named as additional insured per the insurance policy.

c. Complete copies of the Contractor's required insurance policy shall be delivered to or otherwise made available for inspection by the County within ten (10) days after being received by the Contractor. The Contractor shall maintain required insurance in full force and effect for the term of the agreement.

SECTION 602. INDEMNIFICATION

a. The Contractor shall indemnify, defend, save and hold harmless Blount County, its officers, agents, representatives, and employees and Blount County Emergency Communications District, its officers, agents, representatives, and employees from any and all suits, claims, demands, liabilities, penalties, expenses, judgments, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by the Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of the Contractor, its subcontractors, suppliers, agents, or employees.

b. It is not the intention of the parties that the Contractor shall indemnify the County against the County's own negligence or the negligence of the County's employees, officers, volunteers or agents. If any County employee, officer, volunteer or agent damages any of the Contractor's property, the County will be responsible for repair or replacement of the property. If a Contractor's employee, officer or agent damages any County property, the Contractor will be responsible for repair or replacement of the property.

ARTICLE 7. PAYMENT AND OTHER FINANCIAL PROVISIONS

SECTION 701. PAYMENT

a. The County shall submit claims for response time damages on a monthly basis pursuant to Section 703, 704 and 705.

PD = Performance Damages pursuant to Section 705, or breach of contract damages other than Response Damages.

RD = Response Damages pursuant to Sections 703 and 704.

b. The County shall have the right at anytime to inspect the records and books and all tax returns and other necessary records and documents of Contractor to ascertain the correct financial status of the Contractor and to determine if the amounts paid hereunder are commensurate with services rendered and the requirements of this Agreement.

SECTION 702. Reserved

SECTION 703. RESPONSE TIME DAMAGES

In each thirty (30) day period (beginning on the first day of each month, and commencing on the first day of operations), not less than ninety percent (90%) of the Contractor's responses to emergency requests shall be performed in 10 minutes or less as set forth in Section 406.

Failure of the Contractor to meet response time requirements will result in a penalty levied against the contractor. Since there is no subsidy from the County, a penalty letter will be sent to the Contractor and must be paid within 15 days of the date of the penalty letter. If the penalty is not paid within 15 days, the payment will double with further actions taken.

Response Time Damages	
Percentage of responses to emergency requests which satisfy response requirements	Damages per 30-day period (Damages are cumulative)
90% or greater	\$ 0.00
89.0% to 89.9%	\$1,000.00 per one (1) percent
88.0% to 88.9%	\$2,000.00 per one (1) percent
87.0% to 87.9%	\$3,000.00 per one (1) percent
86.0% to 86.9%	\$4,000.00 per one (1) percent
85.9% or below	\$5,000.00 per one (1) percent

SECTION 704. RESPONSE TIME DAMAGES – ALS/BLS FIRST RESPONDER

a. The Contractor may use an ALS or BLS First Responder for meeting the response time requirements set forth in Section 406.

b. If the Contractor utilizes an ALS or BLS First Responder for time response compliance as required by Section 406, the ALS ambulance emergency transport unit must arrive at the incident location within fifteen (15) minutes of the emergency request. Failure of the ALS ambulance to arrive at the incident location within fifteen (15) minutes will result in a response time damage assessment based on the following:

ALS First Responder damages shall be rounded up to the next whole number. Example, 15:01 would be rounded to 16:00 minutes.

Response Time Damages – ALS/BLS First Responder	
ALS Ambulance Arrival	Damages per incident (Damages are cumulative)
15:01 to 18:01	\$250 per minute
19:01 to 29:01	\$500 per minute
30:01 plus each subsequent minute	\$1000 per minute

c. The Contractor will be financially responsible for response time damages if an ALS or BLS First Responder does not meet the response time requirements.

SECTION 705. SPECIFIC PERFORMANCE DAMAGES

a. Ambulance availability. The Contractor's failure to provide available ambulances as required in Section 405 will result in performance damages to be assessed per emergency request as follows:

Performance Damages	
Ambulance Availability Level	Damages (cumulative)
Level 0	\$5,000
Level 0	Additional \$1,000 per emergency call while at level 0

b. Priority 3 Non-emergency requests received through the BCECD. For every non-emergency request for which the ambulance response time exceeds forty-five (45) minutes from the Contractor's notification till arrival at the incident location, a penalty of two hundred and fifty (\$250) will be assessed per incident.

ARTICLE 8. COUNTY'S RIGHT TO TERMINATE AGREEMENT

SECTION 801. TERMINATION FOR CAUSE

a. The County may, subject to the Agreement, terminate the Agreement because of any one or more of the following material breaches of the Agreement:

1. The Contractor has failed to satisfy the response time requirements for a period of three (3) consecutive months.
2. The Contractor has committed any other material breach of the Agreement.
3. The Contractor has intentionally falsified any information it is required to provide under the Agreement.

4. The written admission by the Contractor that it is bankrupt, or the filing by the Contractor of a voluntary petition as such under the Federal Bankruptcy Act, or the consent by the Contractor to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Contractor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business.

b. If the County has grounds for termination of the Agreement as provided by Section 801 due to a material breach and elects to terminate the Agreement, the County shall give written notice to the Contractor of the basis for the claim within thirty (30) days after the County's actual discovery of the first act, omission, occurrence or event giving rise to the claim. If, within sixty (60) days following the delivery of the written notice to the Contractor, the Contractor acts reasonably to remedy the claimed material breach, the County shall not be permitted to terminate this Agreement on account of that claimed material breach. If, within sixty (60) days following the delivery of the written notice to the Contractor, the Contractor does not remedy the claimed material breach, but does submit a written plan and schedule to the County for remediation of the claimed material breach, and that plan is approved by written notice from the County to the Contractor (which approval will not be unreasonably withheld), the County shall not be permitted to terminate the Agreement on account of the claimed material breach; provided, however, that if the Contractor fails to perform in accordance with the approved written remedial plan, the County shall be entitled to subsequently assert such failure by the Contractor as an additional material breach. If, within sixty (60) days following delivery of the written notice, the Contractor fails or refuses to act reasonably to remedy the County's claimed material breach and fails or refuses to submit a written plan and schedule for remediation of the material breach and obtain approval of that plan by the County, then the County may, by written notice to the Contractor, terminate this Agreement. Nothing contained in this Agreement is meant to operate as or constitute a waiver or release of the Contractor's rights to dispute the existence of the basis of any termination or to protest any termination decision by the County. The County reserves the right during the process set out in this paragraph to negotiate with and contract with a new provider for the services set out in this Agreement.

SECTION 802. AFTER TERMINATION FOR CAUSE

After termination of the Agreement for cause, the County may exercise any one or more of the following remedies:

1. Take possession of the Contractor's ambulances, equipment and /or supplies pursuant to a lease agreement by which the County would pay the Contractor a sum total of ten dollars (\$10.00) for the use of all of Contractor's ambulances, equipment and /or supplies used in performing Contractor's contractual obligation for a period of not less than one hundred eighty (180) days, and operate ambulance services as would otherwise be operated by the Contractor; the County would be responsible for maintenance and insurance of Contractor's ambulances, equipment and/or supplies during this period;
2. Negotiate a contract with another contractor to provide the services required under this Agreement;
3. Assess against the Contractor the County's performance damages which have accrued prior to termination, termination damages which consist of the County's direct damages, and assert any other rights and remedies specifically provided for by the Agreement against the Contractor.

SECTION 803. COUNTY'S RIGHTS - CUMULATIVE; SURVIVAL

The County's rights and remedies as provided in this Agreement are cumulative, except as otherwise expressly provided by the Agreement, and shall survive the termination of the Agreement.

SECTION 804. END OF CONTRACT

Contractor acknowledges that Blount County shall initiate a study on the feasibility of a County-owned ambulance service. When this action is taken and if the County decides that a County-owned service is the most advantageous method of providing services to the citizens of Blount County, the County shall depend on the Contractor to continue provision of all services required under this Contract until the County is prepared to provide its own service for a period not to exceed 180 days. During that period, the current Contractor shall continue operations at the same level of effort and performance as were in effect prior to the decision.

ARTICLE 9. CONTRACTOR'S RIGHT TO TERMINATE AGREEMENT

SECTION 901. TERMINATION FOR CAUSE

a. The Contractor may, subject to the Agreement, terminate the Agreement upon the occurrence of any one or more of the following acts, omissions, events or conditions:

1. Any material breach of the Agreement by the County.

b. If the Contractor believes that it has grounds for termination of the Agreement and elects to terminate the Agreement, the Contractor shall give written notice to the County of the basis for the claim within thirty (30) days following the Contractor's actual discovery of the first act, omission, occurrence or event giving rise to the claim.

If, within sixty (60) days following delivery of written notice, the County acts reasonably to remedy the Contractor's claimed grounds for termination, the Contractor shall not be permitted to terminate the agreement.

If the Contractor's claimed grounds for termination are not remedied by the County within the sixty (60) day period, the Contractor may, by written notice to the County, terminate the Agreement. Nothing herein shall restrict or impair the Contractor's right to claim damages or losses on account of a material breach by the County which is subsequently cured.

SECTION 902. AFTER TERMINATION FOR CAUSE

After termination of the Agreement by the Contractor under Section 901, the Contractor may assert any claims for costs, losses and damages which may be permitted by law incurred in enforcing its rights and remedies relating to this Agreement.

SECTION 903. CONTRACTOR'S RIGHTS - CUMULATIVE; SURVIVAL

The Contractor's rights and remedies as provided in this Agreement are cumulative, except as otherwise expressly provided by the Agreement, and shall survive the termination of the Agreement.

ARTICLE 10. OPERATIONAL CHANGES

SECTION 1001. COUNTY INITIATED CHANGES

a. The County, without invalidating the Agreement, may at any time order the Contractor to perform changes in operations, including additions to or deletions from the Contractor's obligations, subject to the following terms and procedure:

1. The County shall submit to the Contractor a written request, describing the County's proposed change in operations and requesting the Contractor to submit a proposal for performing the requested change;

2. The Contractor, within twenty (20) days after receiving the County's request, shall prepare and submit to the County, on such forms and with such detailed information as the County may require, a written proposal which shall include the following information:

- a. A statement as to whether the Contractor is ready, willing and able to perform the requested change in operations;
- b. What changes, if any, in the response time requirements will, in the Contractor's opinion, be required for performing the County's requested change;
- c. The effect, if any, of the requested change upon the Contractor's operations under this Agreement; and
- d. Such additional detailed information as the County may reasonably require.

3. The County may, after receipt of the Contractor's proposal, follow any one or more of the following courses of action:

- a. The County may elect to abandon the proposed change in operations;
- b. The County may negotiate with or seek additional information from the Contractor;
- c. The County may revise and resubmit the request to the Contractor according to the above procedure;
- d. The County and the Contractor may voluntarily execute the proposal for a requested change in operations, which will then constitute a modification to the Agreement;

b. The Contractor shall, upon receipt of a change in operations from the County, promptly proceed to perform or cause the change as authorized and directed and shall complete the implementation of the change in operations within a reasonable time, to be determined by mutual agreement of the Contractor and the County; provided, however, that the Contractor shall not be required to proceed to perform or cause the change in the work:

1. If the Contractor has notified the County, and has in good faith determined that the change will adversely affect the Contractor's ability to satisfy all response time requirements of the Agreement.

SECTION 1002. CONTRACTOR INITIATED CHANGES

The Contractor may propose and submit to the County a proposed operational change in the County's basic obligations or the performance requirements subject to the following terms and procedure:

1. The Contractor shall prepare and submit to the County a written proposal for a requested change on such forms and with such detailed information as the County may require, including, but not limited to, the following:
 - a. A detailed description of the requested change in operations;
 - b. What changes, if any, in the Agreement or the performance requirements are requested by the Contractor;
 - c. The effect, if any, of the requested change upon the Contractor's operations; and
 - d. Such additional detailed information as the County may require.
2. The County, within twenty (20) days after receipt of the Contractor's request for a proposed change order, shall follow any one or more of the following courses of action:
 - a. The County may fail or refuse to respond (within the twenty (20) day time period) to the request for proposed change, in which case the Contractor's request shall be deemed to be denied, and the Contractor shall proceed with performance under the Agreement;
 - b. The County may negotiate with or request additional information from the Contractor concerning the request, in which event the County shall have no duty to act upon the request for the proposed change order until such information, in writing, is received from the Contractor; or
 - c. The County and the Contractor may voluntarily execute the proposal for the requested change in operations, which will then constitute a modification to the Agreement.

ARTICLE 11. MISCELLANEOUS

SECTION 1101. DISPUTE RESOLUTION FORUM

Any dispute arising under the Agreement which is not resolved informally by the County and the Contractor, or under the terms of the Agreement, shall be prosecuted further, if at all, only in the Circuit or Chancery Courts located in Blount County, Tennessee.

SECTION 1102. SEVERABILITY

If any term or provision of the Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable to any extent, the remainder of the Agreement, and the application of such term or provision to parties and circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby; and each term or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 1103. THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Contractor and the County and is not intended to confer any right or benefit on any other party whatsoever. No third party shall have any right or claim whatsoever based on this Agreement.

SECTION 1104. ASSIGNMENT

The County may, after written notice to the Contractor, assign all or part of its rights and benefits and delegate its obligations under the Agreement to any successor form of government with authority to act as the local government for the current geographic and political boundaries of the

County. The Contractor shall not assign any rights nor delegate any obligations required by this Agreement to any party, except with the express written approval of the County.

SECTION 1105. NON-WAIVER

No payment, acceptance of payment or other act or failure to act by the County or the Contractor shall be considered to be an acceptance of default or defective performance, nor a waiver under the Agreement or the law, unless such acceptance or waiver is expressed in a written notice.

SECTION 1106. NON-DISCRIMINATION IN EMPLOYMENT

Contractor will not discriminate against any applicant for employment because of age, race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

SECTION 1107. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and Documents A-C as listed in Section 103 of this Agreement, constitute the entire and complete agreement of the parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the parties with the same formality as this Agreement.

SECTION 1108. GOVERNING LAW

The Agreement shall be interpreted, construed and governed according to the laws of the State of Tennessee and Blount County.

SECTION 1109. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be written, and as applicable, shall be transmitted by registered or certified mail, with notice to be given upon receipt, and shall be addressed as follows:

County: Blount County Government
Attn: Purchasing Agent
385 Court St.
Maryville, Tennessee 37804

Contractor: Rural Metro of Tennessee, L.P.
c/o Rural/Metro Corporation
8465 N. Pima Road
Scottsdale, AZ 85258
Attn: Legal Department

With a copy to Rural/Metro of Tennessee, L.P.
10140 Gallows Point Drive
Knoxville, TN 37931

SECTION 1110. FAIR MARKET VALUE

This Agreement has been negotiated at arms length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

SECTION 1111. COMPLIANCE WITH ANTI-KICKBACK STATUTE

Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

SECTION 1112. COMPLIANCE WITH APPLICABLE LAW

Both parties agree to be in full compliance with all Applicable Law and shall immediately notify the non-breaching party in the event it has failed to comply with this Section. In such an event, the non-breaching party may immediately terminate this Agreement.

SECTION 1113. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever. In the event of medical necessity, County personnel may be requested to assist Contractor in the continued medical care medically necessary for the care of the patient by accompanying the patient during Contractor transportation. Under no circumstances shall County's employee be considered an employee of Contractor.

SECTION 1114. PUBLICITY PROVISION

Neither party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other party, or disclose such without said party's express prior written consent. In particular, neither party shall identify or make reference to the other party in any advertising or other promotional modality regardless of its form without explicit prior written consent from said party.

The Agreement has been executed on behalf of the County and the Contractor on the last date appearing below:

Blount County, Tennessee:

By: Teresa Johnson

Title: Blount County Purchasing Agent

Date: 6/2/15

Rural Metro

By: Mark Lashley

Title: Mark Lashley, Division President

Date: 6/5/15

Approved as to Form and Correctness:

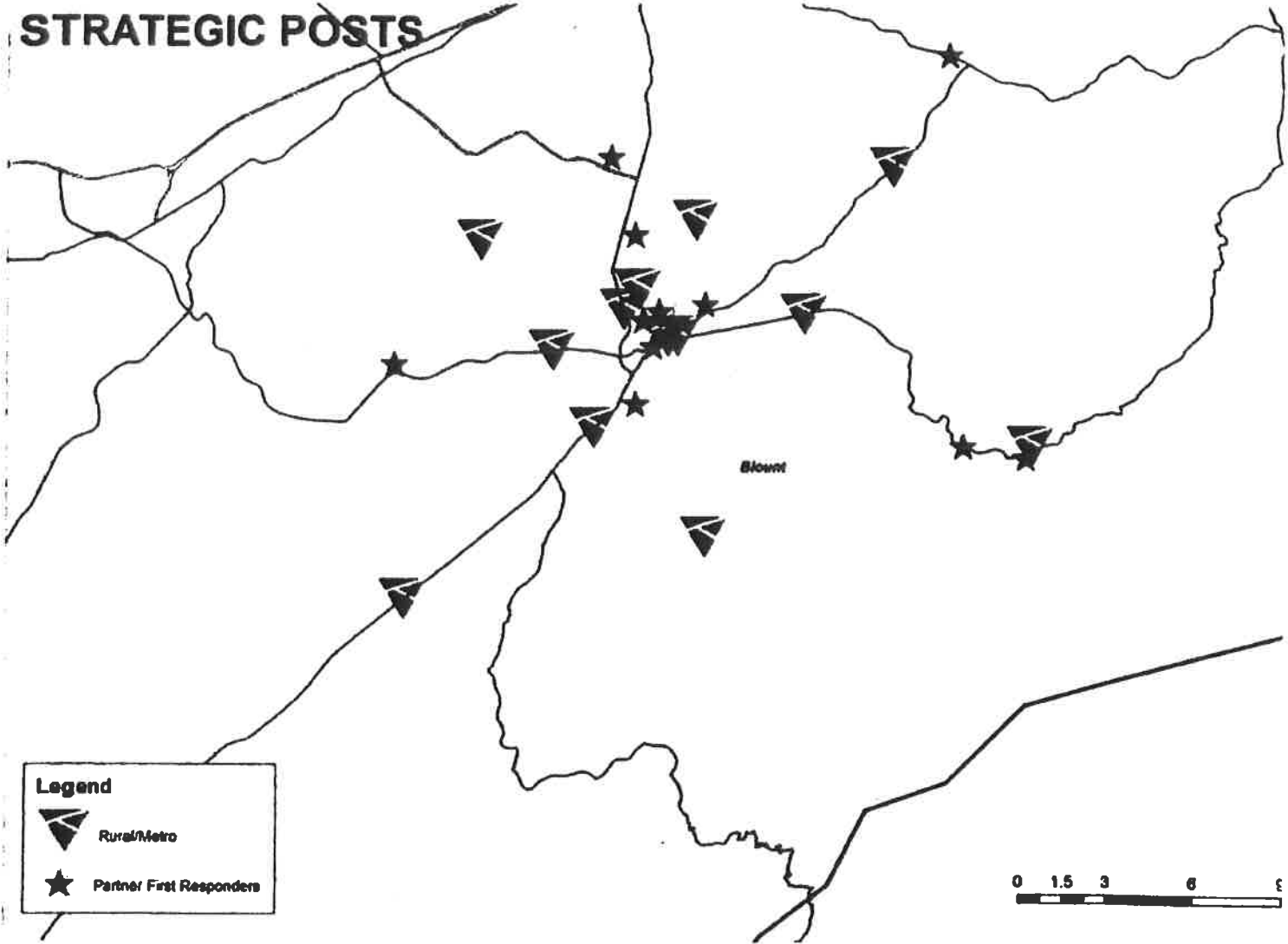
[Signature]
Attorney for Blount County Government

5-30-15
Date

Contract Number: 2014-2323

Addendum A
Contractor's Initial Posting Map and Locations

STRATEGIC POSTS



Blount Co Ambulance postings

***Post 1/ Station 13** 521 S Washington St Maryville TN 37803
(35.756385 , -83.964016)
Post 2 Bypass @ Louisville Rd Alcoa TN 37701
(35.772549 , -83.988601)
Post 3 E Lamar Alexander Parkway @ Tuckaleechee Pike
(35.758553, -83.877998)
Post 4 411 S @ Fairview Rd Maryville TN 37801
(35.715966 , -84.016174)
Post 5 Old Knoxville Hwy @ Sam Houston Rd
(35.811684, -83.937253)
***Post 6 E Lamar Alexander Parkway @ Webb Rd** Townsend TN
(35.679040 , -83.750700)
Post Central/Main Headquarters 296 E Howe St Alcoa TN 37701
(35.781557 , -83.978161)
***Post 7 Sevierville Rd @ Keeble Rd**
(35.825148, -83.811754)
Post 8 Montvale Rd @ Jericho Rd
(35.655361, -83.957396)
***Post 9 Louisville Station** 3623 Louisville Rd, Louisville, TN 37777
(35.815545, -84.068429)
***Post 10 Greenback Station Hwy 411S @ Hwy 95**
(35.643463 , -84.145538)
Post 11 Blount Memorial Hospital 907 E Lamar Alexander Parkway
(35.755882, -83.958077)
Post 12 W Lamar Alexander Parkway @ Old Glory Rd
(35.756412, -84.034921)

*Postings with sleeping quarters for 24hr crews and/or future sleeping quarters.