

**AN APPLICATION AND AGREEMENT
TO PROVIDE NON-EMERGENCY
PRIVATE AMBULANCE SERVICES**

Edgefield County, South Carolina

FRANCHISE APPLICATION

The Edgefield County Emergency Medical Services shall evaluate the ambulance service based on the operational strength of the applicant.

(Instructions for Application Completion)

- 1) Use only black or blue ink.
- 2) Complete all portions and fields of the application. If an applicant believes that a particular field does not apply, indicate such by writing “Not Applicable” or “N/A” in said field.
- 3) For Item #17, attach additional sheet(s) if necessary.
- 4) For Items 20-35 and 37-38, place a check mark in the check-box to indicate that the attachment has been included in the application and to the right of “*Label Assigned (i.e., Attachment 1):*” write the name you have assigned to the corresponding attachment.
- 5) All attachments must be in typewritten format, labeled and stapled individually.
- 6) Upon completion:
 - a) Ensure that you have completed the Signature section of the application.
 - b) Place the original application, and three (3) complete copies, in an adequately sized mailing package (DO NOT FOLD).
 - c) Enclose a certified check, payable to Edgefield County, in the amount of \$1,000.00.
 - d) Mail or deliver the application packet to:

Jennifer Gilley
Clerk to Council
124 Court House Square
Edgefield, South Carolina 29824

Please DO NOT contact Edgefield County in reference to application review status.

NOTE: Complete all sections of this application form. Incomplete applications will be returned for completion and will not be considered until complete.

Section 1: Company Information

1	Business Entity Type:	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> S Corp	<input type="checkbox"/> Publicly Traded Company	<input type="checkbox"/> Privately Held Corp.	<input type="checkbox"/> Association	<input type="checkbox"/> Partnership
		<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Government Entity	<input type="checkbox"/> Other	2 Fed Tax ID:	
3	Corporate/Entity Name:					4	Corporate/Entity Telephone: () -
5	Corporate/Entity Address:					6	State of Incorporation/Formation:
7	DBA Name in SC:					8	Business Telephone: () -
9	Mailing Address in Edgefield County:					10	Fax: () -
11	Physical Address in Edgefield County:					12	Other Counties of Operation in SC:
13	Physical Location of Business Records:					14	Telephone @ Location of Records: () -
15	E-mail Address:				16	Website Address:	
List All Owners, Partners, Corporate Officers, Executives and Senior Managers, etc.							
17	Full Name:			Physical Residence Address:			DOB:
	Title:		Percent Owned:	City, State, Zip + 4:			
	Home Telephone: () -		Work Telephone: () -		Cell Telephone: () -		
	E-mail Address:				SCOEMS Credential #:		
	Full Name:			Physical Residence Address:			DOB:
	Title:		Percent Owned:	City, State, Zip + 4:			
Home Telephone: () -		Work Telephone: () -		Cell Telephone: () -			
E-mail Address:				NCOEMS Credential #:			

17	Full Name:		Physical Residence Address:		DOB:
	Title:	Percent Owned:	City, State, Zip + 4:		
	Home Telephone: () -	Work Telephone: () -	Cell Telephone: () -		
	E-mail Address:		SCOEMS Credential #:		
	Full Name:		Physical Residence Address:		DOB:
	Title:	Percent Owned:	City, State, Zip + 4:		
	Home Telephone: () -	Work Telephone: () -	Cell Telephone: () -		
	E-mail Address:		SCOEMS Credential #:		
	Full Name:		Physical Residence Address:		DOB:
	Title:	Percent Owned:	City, State, Zip + 4:		
	Home Telephone: () -	Work Telephone: () -	Cell Telephone: () -		
	E-mail Address:		SCOEMS Credential #:		
18	Name and Title of Application Contact:		E-mail Address of Application Contact:		
19	Date Business Started in SC:				

Required Attachments	
20	<input type="checkbox"/> Copy of all State of South Carolina Registration documents (i.e., Articles of Incorporation, Partnership filings, etc.) Label Assigned (i.e., Attachment 1):
21	<input type="checkbox"/> Copy of all Company Organization documents (i.e., By-laws, Partnership Agreement, etc.) Label Assigned (i.e., Attachment 1)
22	<input type="checkbox"/> Copy of proposed Standard Operating Guidelines for use in Edgefield County Label Assigned (i.e., Attachment 1):
23	<input type="checkbox"/> Copy of all current FCC Radio License(s) or Frequency Sharing Agreement Label Assigned (i.e., Attachment 1):
24	<input type="checkbox"/> Copy of current insurance policies (or proof of insurance eligibility) meeting the criteria of Edgefield County (as outlined in Article III, Section 21 of Ordinance No. 10-11-627, "An Ordinance to Provide for the Franchising Procedures and Standards for Private Ambulance Services in Edgefield County." Label Assigned (i.e., Attachment 1):

Required Attachments (continued)		
25	<input type="checkbox"/>	Statement of Agreement to comply with PreMIS submission requirements Label Assigned (i.e., Attachment 1):
26	<input type="checkbox"/>	Statement of Agreement to comply with requirement to submit a monthly, and yearly, operational data report to Edgefield County EMS Label Assigned (i.e., Attachment 1):
27	<input type="checkbox"/>	Copy of blank proposed Patient Care Report Label Assigned (i.e., Attachment 1):
28	<input type="checkbox"/>	Copy of valid (or eligibility for) Provider License issued by the South Carolina Department of Health and Human Services Label Assigned (i.e., Attachment 1):
29	<input type="checkbox"/>	Copy of a resume or CV of all principle owners, executives and senior managers of the entity making application Label Assigned (i.e., Attachment 1):
30	<input type="checkbox"/>	Statement of consent authorizing the Director of Edgefield County Emergency Services, or his designee, to inspect the applicant's stations, vehicles, equipment, training records, attendants' state certification cards, and any other credentials and records deemed necessary at any time, without notice, during the term of the franchise. Label Assigned (i.e., Attachment 1):

Section II: Proposed Operations

Required Attachments		
31	<input type="checkbox"/>	A complete description of the type and level of service to be provided, including detailed plans stating the method of implementation and operation of service; to include (at a minimum): 1) location(s) of bases, substations, and offices of operation; 2) communications and dispatch location and method of delivery; 3) hours of operation and the number of ambulances staffed during each hour; 4) method of supervision; and, 5) description of Logistical operations Label Assigned (i.e., Attachment 1):
32	<input type="checkbox"/>	A complete description of how employees will receive required Continuing Education Label Assigned (i.e., Attachment 1):
33	<input type="checkbox"/>	A complete description of how complaint and internal investigations will be handled by the entity Label Assigned (i.e., Attachment 1):

Section III: Personnel

Required Attachments		
34	<input type="checkbox"/>	A complete alphabetical list of personnel (full-time, part-time, and volunteer) with full names, job title, SC OEMS "P-number", level of certification and expiration date, as well as valid SCDMV drivers license number Label Assigned (i.e., Attachment 1):
35	<input type="checkbox"/>	A copy of valid South Carolina certification cards for all personnel listed in Item #34 Label Assigned (i.e., Attachment 1):

Section IV: Vehicles

FRANCHISE AGREEMENT

ARTICLE I. FRANCHISE

Section 1. Franchise agreement

(a) Effective December 6, 2010, a private ambulance service may not provide convalescent or non-emergency medical transportation in the incorporated or unincorporated areas of Edgefield County without a franchise license from the Edgefield County Council.

(b) The Edgefield County Council shall revoke an existing license or deny the renewal of a license if the franchisee fails to provide adequate non-emergency transportation, which adversely affects the health, safety or welfare of the public.

Section 2. Compliance with applicable laws, ordinances and regulations required

The franchisee shall be subject to the lawful exercise of the police powers of the federal and state governments and to such regulation as the county shall hereafter provide.

Section 3. Term of agreement

(a) All new franchise licenses for a private ambulance service shall be for a period of one (1) year.

(b) Renewals shall be for a period of three (3) years.

Section 4. Fees

(a) The franchise application fee shall be a non-refundable one thousand dollars (\$1,000.00).

(b) The initial franchise fee and all renewal fees shall be five hundred dollars (\$500.0) for each vehicle providing convalescent or non-emergency medical transportation in Edgefield County.

Section 5. Competition with county emergency medical services prohibited

(a) The Edgefield County Emergency Medical Service (EMS) reserves the exclusive right to provide basic and advanced life support emergency medical services throughout the county through its own system and contracts with county volunteer organizations, franchisees or other entities to provide emergency services to assigned areas of the county.

(b) The franchisee is prohibited from monitoring the E- 911 system in order to compete with the Edgefield County Emergency Medical Service (EMS) in the delivery of emergency medical services.

(c) If an emergency arises in the course of nonemergency medical transportation of a patient already in the care of the franchisee, the franchisee shall complete a copy of the South Carolina Department of Health and Environmental Control Run Report and submit it to Edgefield County

Emergency Medical Services within forty-eight (48) hours of completion of the call.

(d) As a condition of the franchise, Edgefield County shall require a franchisee to provide mutual aid in cases of large-scale disaster or instances when there are no available ambulances to respond to 911 calls.

Section 6. Complaints

(a) The franchisee shall notify the county in writing of all complaints received by and any actions taken by the South Carolina Department of Health and Environmental Control concerning the franchisee. The franchisee shall have thirty-(30) days to respond to complaints and violations and produce evidence of any needed corrective action.

(b) The clerk to council shall keep on file all complaints for the life of the franchise. Such complaints shall constitute a public record and be open for inspection and copying by members of the public, in compliance with state and federal laws and regulations; provided however, that such records do not compromise the medical confidentiality of the patient.

Section 7. Procedures for termination of a franchise;

(a) The termination of a franchise license shall require the approval of the county council. The franchisee shall have the right to:

- (1) Sixty-(60) days written notice setting forth the reasons for termination; and
- (2) Examine and make copies at franchisee's expense of all evidence whether favorable or adverse to the franchisee; and
- (3) Be represented by counsel; and
- (4) Cross-examine witnesses; and
- (5) Present witnesses; and
- (6) Present evidence in its own behalf; and
- (7) A written decision setting forth the council's action.

Section 8. Penalties

(a) Upon violation of any of the provisions of this division, state or federal laws or the franchise has failed to provide adequate nonemergency medical transportation to the public, the county council may place the franchise on probation for a stated period of time, issue a reprimand, warn or dissolve the franchise. The County council may impose any combination of these sanctions.

ARTICLE II. OPERATION REGULATIONS

Section 9. Generally

Regulations for the operation of a private ambulance service within the county are as set out in this article.

Section 10. Type of service

(a) Nonemergency or convalescent transport implies that the responding franchise license holders shall provide transportation of noncritical patients not in need of fully staffed and equipped emergency vehicles.

(b) Franchise license holders shall comply with "The Emergency Medical Services Act of South Carolina" (Act 1118 of 1974, Section 44-61-1050) and Regulation 61-7 of the South Carolina Department of Health and Environmental Control.

(c) The provider of such a service shall possess and maintain a South Carolina ambulance provider's license.

(d) An ambulance service-providing nonemergency services to the citizens of the county shall comply with any medical provisions or standards sponsored by the county medical society.

(e) Convalescent calls shall include such calls as scheduled visits to a physician's office or hospital for treatment, patients discharged from a hospital, nursing home or any other call dispatched as nonemergency.

Section 11. Transporting patients

When the franchisee accepts a call, it must follow through with the transportation of the patient to the desired facility, within a reasonable distance. The franchisee can deny no one service because of race, sex, age, origin, national creed or ability to pay.

Section 12. Inspection

The county administrator or his designee shall have the right to inspect the franchisee's vehicles, equipment and personnel at any time without prior notice.

Section 13. Vehicles, equipment and personnel

Vehicles, equipment and personnel must conform to South Carolina Regulation Number 61-7, as amended or superseded.

Section 14. Reports

The franchisee must maintain an accurate record of calls answered and patients transported, including all pertinent facts regarding the services rendered. In addition, the South Carolina Department of Health and Environmental Control Ambulance Run Report shall be properly completed, submitted and a copy maintained on all patients receiving transportation. The franchisee shall forward a copy of the annual DHEC inspection to the department of emergency services and a copy kept on file.

Section 15. Medical control

- (a) The franchisee shall retain the services of a South Carolina licensed physician to function as its medical control physician to supervise the quality of service delivered by the franchisee.
- (b) The franchisee must maintain a level of care (protocol, standing orders, Quality Assurance program, treatment, transport) as deemed appropriate by the county medical control physician.

Section 16. Enforcement and penalties for noncompliance

- (a) Failure to obtain a franchise shall result in a fine of not more than two hundred dollars (\$200.00) per incident.
- (b) As a result of any inspection pursuant to section 93-224 where a vehicle or equipment is in noncompliance, the inspector may take the following actions based on the severity of the infraction:
 - (1) Inform the operator of the problem.
 - (2) If not corrected within thirty-(30) days, the inspector shall notify the state regulatory agency.
 - (3) When the problem is severe, the inspector shall notify the franchisee and the state regulatory agency.
 - (4) The inspector shall file a written report outlining the problem with the county administrator to include the following:
 - a. Day/date/time; and
 - b. Name of service and unit identification; and
 - c. Personnel; and
 - d. Nature of problem; and
 - e. Name of person completing the report.

(5) The vehicle may return to duty, when the franchisee has corrected the problem and the vehicle passes inspection. The inspector shall file a written report with the county administrator verifying that the correction and inspection.

Section 17. Repeated noncompliance

Repeated cases of noncompliance with the regulations in this article shall be cause for the county council to revoke the franchise.

ARTICLE III. GENERALLY

Section 18. Franchises to hold county harmless

The franchisee agrees to pay any judgment obtained against the county and all expenses incurred by the county in defending itself with regard to all actions, claims and damages asserted because of such franchise or the operations of the franchisee. These expenses shall include all out-of-pocket expenses, such as attorney fees and shall include the reasonable value of any services provided by the county attorney and any employees of the county. These expenses shall also include any cost incurred by the county in obtaining expert witnesses for any judicial or administrative hearing to enforce this division.

Section 19. Required insurance

(a) The franchisee shall maintain liability insurance insuring the county with regard to all damages mentioned above in the following minimum amounts:

- (1) One million dollars (\$1,000,000) for bodily injury or death to any one person; and
- (2) One million dollars (\$1,000,000) for property damage resulting from any one accident; and
- (3) One million dollars (\$1,000,000) for all other types of liability, including malpractice.

Section 20. Right of county to amend

The county may amend this division from time-to-time as may be deemed necessary or advisable in the public interest. Such action shall only be taken after first giving the franchisee thirty-(30) days' written notice. The franchisee shall not construe this provision to affect the right of the county to revoke or terminate the franchise as herein elsewhere provided.

Section 21. Preferential or discriminatory practices prohibited

The franchisee shall sign and file with the clerk to council an equal employment opportunity statement and shall so advertise as an equal employment employer.

Section 22. Transfer of franchise restricted

The franchisee shall not transfer the franchise without the approval of the county council.

Section 23. Change of control of franchise restricted

Prior approval of the county council shall be required where ownership or control of more than thirty percent (30%) of the right of control of the franchise is acquired by a person or group of persons acting in concert, none of whom already own or control thirty percent (30%) or more of such right of control, singularly or collectively. By its acceptance of this franchise, the franchisee shall specifically grant and agree that any such acquisition occurring without prior approval of the county council shall constitute a violation of the franchise agreement by the franchisee.

Section 24. Records and reports

The franchisee shall file a monthly report to include call volume, running time, breakdown of destination, roster of employees with level of certification to the Edgefield County Emergency Medical Service (EMS).

Section 25. Effect of franchisee's bankruptcy or insolvency

In the event of the commencement of bankruptcy, receivership, assignment for the benefit of its creditors, foreclosure or any other insolvency proceedings, voluntary or involuntary, against or on the part of the franchisee, the county council may declare the franchise immediately terminated and the rights, privileges and authority of the franchisee shall immediately cease and terminate. The bankrupt estate or receivership shall not consider the franchise an asset. Nor shall a franchisee have any authority to mortgage, assign, pledge or deposit this franchise agreement or any rights there under as security for any loan or any other thing, without the express formal approval in advance of the county council after a public hearing thereon.

Section 26. Signatures

The undersigned warrant aid represent that they are duly authorized to bind the agency represented by the undersigned as a party to this Agreement and that the agency represented by the undersigned is authorized to participate in and carry out the functions required by this Agreement.

EDGEFIELD COUNTY:

(Agency Name)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____