

## TRANSPORTATION SERVICES AGREEMENT

THIS TRANSPORTATION SERVICES AGREEMENT (“Agreement”) is entered into this ##\_ day of [Current Month], by and between [Your Facility Name], an Ohio corporation (“Facility”), and The Village of Woodlawn, an Ohio municipal corporation (“Transporter”). Facility and Transporter may hereinafter be referred to individually as a “party” or collectively as the “parties.”

WHEREAS, Facility is a Skilled Nursing Facility, and desires to obtain professional ambulance [and other patient] transportation services (collectively, “Transportation Services”) for the transfer of its patients, equipment, and supplies on twenty-four (24) hours a day, seven (7) days a week basis,

WHEREAS, Transporter is a licensed supplier of Transportation Services, and has the necessary equipment, training, and expertise to provide such Transportation Services to Facility; and

WHEREAS, on the terms and subject to the conditions set forth herein, Facility desires to retain Transporter, and Transporter desires to be retained by Facility, as the preferred provider of Facility with respect to the provision of Transportation Services to patients of Facility; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

### ARTICLE I RESPONSIBILITIES OF TRANSPORTER

1.1. Preferred Provider; Provision of Services. Transporter is hereby designated as the preferred provider of Facility with respect to the provision of Transportation Services to patients of Facility. Transporter agrees to provide Transportation Services to patients of Facility pursuant to the terms and conditions set forth herein. Transporters shall maintain sufficient ambulances and other medical transport vehicles to service the reasonable needs of Facility on a twenty-four (24) hour a day basis.

1.2. Timeliness of Service. Transporters shall provide all Transportation Services hereunder on a timely basis. Transporter shall be in compliance with this Section 1.2 so long as:

- a. Scheduled Transports. For scheduled transports, defined as pick-ups scheduled twelve (12) or more hours in advance, Transporter arrives at Facility within sixty (60) minutes of the appointment time with respect to not less than ninety percent (90%) of such scheduled transports.
- b. Unscheduled Transports. For unscheduled transports, defined as pick-ups scheduled less than twelve (12) hours in advance, Transporter arrives at Facility within sixty (60) minutes of the appointment time with respect to not less than ninety percent (90%) of such unscheduled transports.
- c. Long Distance Transports. For transport more than thirty (30) miles, Facility and Transporter shall mutually agree upon an appointment time.

In the event the Transporter will not be able to arrive at Facility within the time periods set forth above, Transporter shall immediately notify Facility.

1.3. Disaster Services. Upon the occurrence of a major disaster or other occurrence that requires the evacuation of patients from the Facility, Transporter agrees to provide Transportation Services and other support to Facility. Facility acknowledges and agrees that such Transportation Services and other support shall be provided subject to (i) the equipment and manpower availability of Transporter, (ii) all other contractual obligations of Transporter then in effect, and/or (iii) any obligations imposed by federal, state, or local governmental authorities under applicable emergency management or disaster plans.

1.4. Certifications and Licenses. Transporters shall maintain all certifications and licenses required by state or local governmental authorities in connection with the provision of Transportation Services.

1.5. Qualifications of Personnel. All personnel employed by Transporter in connection with the furnishing of Transportation Services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. Transporter agrees to furnish reasonable proof of such qualifications to Facility upon request.

1.6. Insurance. During the Term of this Agreement, Transporter shall maintain, at its own cost and expense, professional liability insurance and comprehensive general liability insurance in such amounts as may be required by applicable law. Transporter shall provide Facility with satisfactory evidence of such insurance upon request. Transporter shall notify Facility of the termination of such insurance or any reduction in the amounts of such insurance.

1.7. Facility Notification. Transporter shall keep Facility advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Transporter's obligations under this Agreement. Transporter agrees to meet with Facility on an as needed basis to review such policies, procedures, and activities.

1.8. Facility Equipment. To the extent any Facility equipment is used in connection with the transport of patients, Transporter agrees to assume reasonable responsibility for such equipment during the transport. Transporter further agrees to return such equipment to Facility as soon as practicable following such transport. Notwithstanding anything in this Agreement to the contrary, Transporter shall not be liable to Facility for damage to or destruction of such equipment, unless such damage or destruction is the result of gross negligence or willful misconduct on the part of Transporter.

1.9. Patient Valuables. Transporters shall document the receipt of any patient valuables, shall assure custody of such valuables upon receipt, and shall deliver such valuables to a responsible party at the receiving facility.

1.10. Representation of Transporter. Transporter represents and warrants to Facility as follows: (i) neither Transporter nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs, as the same are defined in 42 U.S.C. §1320a-7b(f) ("Federal Health Care Programs"), (ii) Transporter has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of Transporter's knowledge, Transporter is not under

investigation or otherwise aware of any circumstances that may result in Transporter or any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Transporter agrees to immediately notify Facility upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Facility the right to immediately terminate this Agreement.

1.11. Rights of Patients to Transportation Services. Transporter agrees that it shall not discriminate in the provision of Transportation Services based on a patient's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis, including, without limitation, the filing by a person of any complaint, grievance, or legal action against Facility, Transporter, or any payor.

1.12. Standard of Care. Transporters shall make reasonable efforts to ensure that all Transportation Services are provided in an orderly and efficient manner, and in accordance with the relevant standards of care for suppliers of such services. All Transportation Services furnished by Transporter hereunder shall be rendered in compliance with all applicable laws, rules, regulations, professional standards, and licensure requirements.

## **ARTICLE II RESPONSIBILITIES OF FACILITY**

2.1. Preferred Provider. The facility acknowledges and agrees that Transporter is the preferred provider of Facility with respect to the provision of Transportation Services to patients of Facility. Facility agrees that, for so long as this Agreement remains in full force and effect, Facility shall contact Transporter for the provision of Transportation Services to its patients prior to contacting any other supplier of Transportation Services. With respect to each request for Transportation Services, if Transporter should notify Facility that Transporter is unable to provide such Transportation Services in a timely manner as determined in accordance with Section 1.2 above, then Facility shall have the right to contact another supplier for the provision of Transportation Services.

2.2. Transporter Notification. Facility shall keep Transporter advised of its policies, procedures, and activities to the extent the same are relevant to the performance of Facility's obligations under this Agreement. Facility agrees to meet with Transporter on an as needed basis to review such policies, procedures, and activities.

2.3. Timeliness of Payment. Facility agrees to reimburse Transporter within thirty (30) days of receipt of Transporter's invoice for Transportation Services pursuant to Section 4.2(b) below.

2.4. Non-Exclusive Provider. Facility and Transporter acknowledge and agree that Transporter is not the exclusive provider of Transportation Services to patients of Facility. Subject to the provisions of Section 2.1 above, the Facility retains sole and absolute discretion to use Transporter or another supplier of Transportation Services.

2.5. Further Contracts. N/A

2.6. Representation of Facility. Facility represents and warrants to Transporter as follows: (i) neither Facility nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care Programs, (ii) Facility has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of Transporter's knowledge, neither Facility or any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is under investigation or otherwise aware of any circumstances that may result in Facility being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Facility agrees to immediately notify Transporter upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Transporter the right to immediately terminate this Agreement.

### **ARTICLE III TERM AND TERMINATION**

3.1. Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall continue in full force and effect until the last day of the calendar month in which the one (1) year anniversary of this date occurs, unless earlier terminated in accordance with Section 3.3.

3.2. Renewal. Provided this Agreement has not otherwise been terminated pursuant to Section 3.3 below or as otherwise provided in this Agreement, the Term may be renewed by agreement of the parties for up to three (3) additional one (1) year terms.

3.3. Termination. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days prior notice to the other party.

## ARTICLE IV FINANCIAL TERMS

4.1. Determination of Payor. Transporter shall be responsible for determining, in good faith, the correct payor(s) for each Transportation Service furnished under this Agreement. Transporter shall make such determinations in accordance with all applicable laws, rules and regulations, including, without limitation, (i) the applicable provisions of the Social Security Act, the Code of Federal Regulations, the Online Manual System and all other administrative rules or guidance issued by the Centers for Medicare and Medicaid Services (“CMS”) in connection with the federal Medicare or Medicaid programs, (ii) any other applicable laws, regulations or administrative rules issued by governmental agencies in connection with Medicaid and any other federal or state health care programs, and (iii) the published policies and procedures of any third-party payors. Transporter shall also make such determinations in accordance with the provisions of Section 4.3. below. Facility agrees to assist Transporter in obtaining patient and/or third-party billing information and to otherwise cooperate with Transporter’s efforts to determine the correct payor(s) for all Transportation Services.

4.2. Facility as Payor of Last Resort. Facility agrees to be a payor of last resort in the event any Transportation Services furnished to patients at the request of Facility is not otherwise billable (e.g. transport is not medically necessary, transport is bundled into a Medicare Part A service, patient is uninsured, etc.). In connection therewith, Facility agrees to assist the transporter and provide any documentation needed to obtain any prior authorization required by a patient’s insurance coverage.

### 4.3. Billing.

a. Other Payors. Transporter shall bill Federal Health Care, other governmental payors, third-party payors and/or patients for payment in accordance with Transporter’s standard billing, payment, and collection practices.

b. Facility. Within fifteen days of the end of each calendar month during the Term hereof, Transporter shall deliver an invoice for all Transportation Services provided during such month for which Facility is responsible for payment. Each invoice shall set forth the aggregate amount due to Transporter for all Transportation Services rendered during the previous month, together with the following information for each transport: date of service, level of service provided (e.g. ALS, BLS, etc.), origin and destination, and such other information as Facility may reasonably request. The payment rates for such Transportation Services shall be at Transporter’s then current charges; provided, however, that in the event Facility shall make payment on such invoice within 30-60 calendar days, the payment rate shall be reduced to the rates set forth on Appendix A hereto.

4.4. Special Provisions for Transport of Medicare Patients. The following additional provisions shall apply to with respect to the transportation of Medicare patients:

#### **[If Facility is a SNF]**

a. SNF Consolidated Billing. Facility shall be responsible for any Transportation Service furnished to a patient during the covered Medicare Part A Period (i.e., the first 100 days of a spell of illness), unless such transportation is otherwise expressly exempted from SNF consolidated billing pursuant to applicable Medicare rules and regulations. In

connection therewith, Transporter shall determine the correct payor for each Transportation Service furnished hereunder in accordance with the guidelines set forth on Appendix B. For the purposes of applying Section 4.4a, the parties acknowledge and agree that a denial from Medicare for SNF consolidated billing shall constitute conclusive evidence that a Transportation Service is the financial responsibility of the Facility.

**[If Facility is an acute care hospital]**

a. Medicare Inpatient Bundling. Facility shall be responsible for any Transportation Services furnished to a patient of Facility: (i) during an inpatient stay at such facility, as determined in accordance with Medicare rules and regulations, including, without limitation, the test set forth in Section 10.3.3 of Chapter 10 of the Medicare Benefit Policy Manual (Pub. 100-02) and (ii) during a Repeat Admission (as hereinafter defined) to such Facility. As used herein, a “Repeat Admission” shall mean a situation where the patient is discharged/transferred from Facility and is readmitted to Facility on the same day for symptoms related to, or for the evaluation and management of, the prior stay’s medical condition. Notwithstanding anything in this Agreement to the contrary, a Repeat Admission shall be deemed to have occurred if the patient’s case, upon readmission to Facility, is assigned to the same Diagnostic Related Group (DRG) as the earlier stay. The parties acknowledge and agree that the foregoing definition of a “Repeat Admission” is based on Section 40.2.5 of Chapter 3 of the Medicare Claims Processing Manual (Pub. 100-04). In the event such manual provision is hereinafter amended or modified, the definition of a “Repeat Admission” herein shall be adjusted accordingly.

**[If Facility is a long-term care hospital]**

a. Interrupted Stay. Facility shall be responsible for any Transportation Service furnished to a patient of Facility: (i) during an inpatient stay at such facility, as determined in accordance with Medicare rules and regulations and (ii) during an Interrupted Stay (as hereinafter defined). As used herein, an “Interrupted Stay” shall mean a situation where the patient is discharged from the Facility to an acute care hospital, inpatient rehabilitation facility, skilled nursing home or the patient’s residence, and is subsequently readmitted to Facility on or before midnight on the third (3<sup>rd</sup>) calendar day. The parties acknowledge and agree that the foregoing definition of an “Interrupted Stay” is based on the Medicare definition of a “3-day or less interruption of stay” set forth in 42 C.F.R. §412.531(a)(1). In the event the Medicare definition of a “3-day or less interruption of stay” is hereinafter amended or modified, the definition of an “Interrupted Stay” herein shall be adjusted accordingly.

**[If Facility is a rehabilitation hospital]**

a. Interrupted Stay. Facility shall be responsible for any Transportation Service furnished to a patient of Facility during an inpatient stay at such facility, as determined in accordance with Medicare rules and regulations. Facility shall also be responsible for Transportation Services furnished to a patient during an Interrupted Stay (as hereinafter defined), as follows:

i. If the patient is discharged from Facility and returns prior to midnight on the first day of such Interrupted Stay, Facility shall be responsible for payment of any Transportation Services.

ii. If the patient is discharged from Facility and returns after the first day but prior to midnight on the third (3<sup>rd</sup>) calendar day, then Facility shall be responsible for payment unless one of the following additional conditions is satisfied: (A) the transport is from Facility to an acute care hospital for the purposes of receiving inpatient acute care hospital services or (B) the transport is from an acute care hospital to the Facility following the patient's receipt of inpatient acute care hospital services. If either condition is met, Facility shall not be responsible for payment for such Transportation Services.

The parties acknowledge and agree that the foregoing determinations are based on payment allocations set forth in 42 C.F.R. §412.624(g). In the event such regulation is hereinafter amended or modified, the foregoing payment determinations shall be adjusted accordingly. As used herein, an "Interrupted Stay" shall mean a situation where the patient is discharged from the Facility and is subsequently readmitted to Facility on or before midnight on the third (3<sup>rd</sup>) calendar day. The parties acknowledge and agree that the foregoing definition of an "Interrupted Stay" is based on the Medicare definition of an "interrupted stay" set forth in 42 C.F.R. §412.602. In the event the Medicare definition of an "interrupted stay" is hereinafter amended or modified, the definition of an "Interrupted Stay" herein shall be adjusted accordingly.

**[If Facility is a psychiatric hospital]**

a. Interrupted Stay. Facility shall be responsible for any Transportation Service furnished to a patient of Facility during an inpatient stay at such facility, as determined in accordance with Medicare rules and regulations. Facility shall also be responsible for Transportation Services furnished to a patient during an Interrupted Stay (as hereinafter defined), as follows:

i. If the patient is discharged from the Facility and returns prior to midnight on the first day of such Interrupted Stay, Facility shall be responsible for payment of any Transportation Services.

ii. If the patient is discharged from the Facility and returns after the first day but prior to midnight on the third (3<sup>rd</sup>) calendar day, then Facility shall not be responsible for payment.

As used herein, an "Interrupted Stay" shall mean a situation where the patient is discharged from the Facility and is subsequently readmitted to Facility or any other inpatient psychiatric facility on or before midnight on the third (3<sup>rd</sup>) calendar day. The parties acknowledge and agree that the foregoing definition of an "Interrupted Stay" is based on the Medicare definition of an "interrupted stay" set forth in 42 C.F.R. §412.402. In the event the Medicare definition of an "interrupted stay" is hereinafter amended or modified, the definition of an "Interrupted Stay" herein shall be adjusted accordingly.

b. Medicare Determinations. A denial of any transport by Medicare on the basis that the patient was an inpatient of Facility at the time of transport shall be considered conclusive evidence that Facility is responsible for payment. Where Medicare makes an initial payment, but subsequently seeks to recover such payment on the basis that the patient was an inpatient of Facility at the time of transport, such occurrence shall also constitute conclusive evidence that Facility is responsible for payment. All such transport shall be included in the Transporter's monthly invoice for the calendar month in which such a denial is received.

c. Physician Certification Statements. The parties acknowledge and agree that the Medicare regulations at 42 C.F.R. §410.40(d) require a valid physician certification statement (“PCS”) as a condition of payment for most non-emergency ambulance transports. The parties further acknowledge that the State Medicaid Program and other federal or state payers may also require a certification of medical necessity from the ordering facility. Facility agrees to provide a properly completed PCS or equivalent for all non-emergency transports that originate out of Facility, or that are otherwise requested by Facility. The facility shall utilize Transporter’s most current PCS form. Transporter reserves the right to bill Facility directly if Facility fails to provide a properly completed PCS whenever required under current Medicare, Medicaid or other federal or state regulations. Facility further agrees to indemnify, defend, and hold harmless Transporter from and against any Losses (as such term is defined in Section 6.1 below) that results, directly or indirectly, from any material inaccuracy set forth on any PCS.

## **ARTICLE V CONFIDENTIALITY; RECORDS; HIPAA**

5.1. Confidentiality. The parties agree to keep confidential the terms of this Agreement, and neither party shall disclose the terms, provisions, or other subject matter of this Agreement, unless expressly permitted by this Agreement, or otherwise required by applicable law or by order of a court or governmental agency with appropriate jurisdiction. For the avoidance of doubt, the parties acknowledge that the Transporter is an Ohio municipal corporation that is subject to the Ohio Public Records Act. All records not specifically exempted that are in the possession of the Transporter are subject to disclosure upon proper request.

5.2. Availability of Records. Transporter and Facility agree to make all records related to this Agreement available for inspection and/or audit, upon the reasonable request of the other party.

5.3. Patient Records. Transporter shall retain all patient records and other documentation for a period of [insert state law minimum] years from the date such Transportation Services are furnished, or such longer period as may be required by applicable law, including, without limitation, the mandatory record retention periods under Medicare and Medicaid. Upon request, Transporter agrees to provide such patient records and other documentation to the Secretary of Health and Human Services, the state Attorney General, or any other duly authorized governmental agency.

5.4. HIPAA Requirements. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d et. seq. (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations set forth in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R Part 142 (the “Federal Security Regulations”), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, 162, and state privacy law, as codified at [state privacy laws] together with all regulations promulgated thereunder, all collectively referred to herein as “HIPAA Requirements.” The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §1320d), except as permitted by the HIPAA Requirements. Facility and Transporter acknowledge and agree that 45 C.F.R. §164.506(c)(3) expressly permits the sharing of Protected Health Information between covered entities in connection with the payment activities of the entity receiving such information, and nothing in this Agreement shall be construed as creating a “business associate” arrangement between the parties, as such term is defined under Federal



Privacy Regulations. [Facility and Transporter further agree to enter into a Business Associate Agreement in substantially the form attached hereto as Exhibit A.]

## **ARTICLE VII MISCELLANEOUS**

7.1. Independent Contractor. Except as may be required by the rules and regulations of [applicable governmental agency], each party hereto, in performing their respective duties under this Agreement, shall be operating as an independent contractor; and nothing in this Agreement shall be deemed or construed in any manner as establishing a joint venture, partnership, association, franchisor/franchisee or other joint business relationship between the parties.

7.2. Incorporation of Appendices. The Appendices and Exhibits to this Agreement are hereby incorporated into this Agreement and made a part hereof.

7.3. Final Agreement; Amendments; Waivers. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment, modification or waiver of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. The waiver of any provision of this Agreement in a single instance shall not constitute a permanent waiver of such provision or a waiver of any other provision herein.

7.4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including the remaining provisions, shall remain in full force and effect as if such invalid or unenforceable provision had never been included.

7.5. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by an authorized representative of the party giving such notice, and shall be delivered either in person, by certified or registered mail, return receipt requested, via facsimile (with answer back confirmation), or by Federal Express or other nationally recognized overnight courier service to the other parties at the addresses listed below:

If to Facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to Transporter:

Village of Woodlawn, Ohio  
10121 Springfield Pike  
Woodlawn, Ohio 45215  
Attn: Amos Johnson

Email: [ajohnson@beautifulwoodlawn.us](mailto:ajohnson@beautifulwoodlawn.us)

With a copy to: Strauss Troy, Co., LPA  
150 E. 4<sup>th</sup> Street, 4<sup>th</sup> Floor  
Cincinnati, Ohio 45202  
Attn: Emily Supinger  
Email: [ets@strausstroy.com](mailto:ets@strausstroy.com)

Each party may change its address for notices by delivering notice of such to the other party in accordance with this Section 6.2.

7.6. Assignment; Successors. Neither party may assign, delegate, or transfer this Agreement, or any of such party's rights or duties hereunder without the prior written consent of the other party hereto, which consent may be withheld by such party in its sole and absolute discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

7.7. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and to their respective successors and permitted assigns, and it is not the intention of the parties to confer any right to any third-party or to any person not expressly a party hereto or thereto.

7.8. Further Assurances. Each party agrees that, upon request of the other, it shall from time to time execute and deliver to such other party all instruments and documents of further assurance or otherwise and shall do all acts and things as may be reasonably required to carry out the obligations of the parties hereunder.

7.9. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Ohio, without regard to the conflict of laws principles thereof.

7.10. Jurisdiction. The parties hereto agree that all actions or proceedings arising out of this Agreement must be exclusively brought in the Hamilton County Court of Common Pleas, and each party hereto expressly waives the right to object to the exclusive jurisdiction of either court or the right to object to the venue of such court or that such court is an inconvenient forum.

7.11. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together but one and the same document.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the parties have caused this Transportation Services Agreement to be executed as of the date first set forth above.

FACILITY:

**[Your Facility Name]**

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Name:  
Title:

TRANSPORTER:

**The Village of Woodlawn, Ohio**

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Name: Amos Johnson  
Title: Fire Chief

## APPENDIX A

### SCHEDULE OF PAYMENT RATES FOR TRANSPORTATION SERVICES

(Valid for Transports From current through one (1) year)

This Appendix A is a part of that certain Transportation Services Agreement, dated                     , by and between [Your Facility Name] the Village of Woodlawn. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Agreement. In the event of a conflict between this Appendix and the Agreement, the provisions of this Appendix A shall control.

#### [Pricing]

1. Basic Life Support. Facility shall pay Transporter \$90 per one way trip. Facility shall pay Transporter \$215 per two-way trip.
2. Basic Life Support Emergent. Facility shall pay Transporter \$287 per one way trip.
3. Basic Life Support Wait & Return. Facility shall pay Transporter \$100/hour every hour if on scene time allots to greater than two (2) hours
4. Basic Life Support Bariatric. Facility shall pay transporter \$335 per one way trip.
5. Mileage. Facility shall pay Transporter \$5.05 per loaded mile if transport exceeds thirty (30) mile radius.
6. Long Distance Mileage. For transport more than **30** miles, Facility shall pay Transporter \$5.05 per loaded mile more than **30** miles.
7. Non-Transport Fee Basic Life Support. Facility shall pay Transporter \$90 per cancellation of Basic Life Support (any).
8. Weekend Rate. Facility shall pay Transporter \$25 additional.
9. Holiday Rate. Facility shall pay Transporter \$50 additional.