

EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement is made and entered into this 13th day of May, 2020 between Pike County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners ("County"), and Grady Memorial Hospital Corporation d/b/a South Georgia Emergency Medical Service, a Georgia non-profit Corporation ("Contractor").

WITNESSETH:

WHEREAS, the Board of Commissioners has a responsibility to promote health and support and maintain the health and welfare of the citizens of Pike County and,

WHEREAS, as a result, the County has directly provided ambulance services, including emergency medical services, to the citizens of the County, pursuant to the provisions of Chapter 11 of Title 31 of the Official Code of Georgia Annotated; and,

WHEREAS, County desires that certain ambulance and medical emergency services be provided to its citizens by Contractor; and

WHEREAS, Contractor is currently a provider of ambulance and emergency medical services in the state and desires to provide ambulance and emergency medical services to the citizens and visitors of the County; and

WHEREAS, County and Contractor desire to enter into a relationship that will provide ambulance and emergency medical services to the citizens of the County in a professional, competent and efficient manner; and

NOW, THEREFORE, the parties agree as follows that, during the initial term of this Agreement, and any renewal thereof:

I. SERVICES TO BE PROVIDED BY CONTRACTOR

- (a) Contractor will provide quality emergency ambulance service and medically necessary ambulance service to the citizens and visitors of/to the County on a 24-hour basis.
- (b) Contractor will meet or exceed all medical, professional and/or legal requirements for licensing as an Emergency Medical Service provider in the State of Georgia.
- (c) Contractor will provide ambulance and emergency medical services in a professional and expeditious manner to all requesters within the County, regardless of location.
- (d) Contractor will transport, at no charge to the County or the employee (other than

what may be paid by the employee's insurance plan), any and all County employees, personnel and prisoners, including, but not limited to, constitutional officers and staff and volunteer firefighters, who require emergency medical services.

- (e) Contractor will manage all day-to-day operations of ambulance medical service, including field operations, assignment of personnel, billing, collections and other operational functions, and will cooperate with the provider of the current 911/dispatch system in the County.
- (f) Contractor will be responsible for all patient billing, equipment maintenance, and continuing education and will implement electronic patient charting (ePCR).
- (g) Contractor will provide to County law enforcement, firefighters and first responders any training that Contractor provides to its own employees at no additional cost (excluding travel expenses and equipment and supplies necessarily related to such training).
- (h) In the event of the need for disaster support, Contractor will provide County GEMA/FEMA/HS with EMS command support, emergency personnel, and resources for mutual aid units as available.
- (i) Patients in County shall have a choice in the medical facility to which they are transported. In keeping with the guidelines as set forth by the State of Georgia, patients with life-threatening conditions shall be transported to the closest appropriate facility for evaluation and stabilization prior to transport to other facilities.

II. PERSONNEL

- (a) Contractor will hire, train and assign all personnel required to support emergency medical service operations pursuant to this Agreement.
- (b) Contractor will provide two (2) Advanced Life Support ("ALS") staffed and fully equipped ambulances scheduled daily to respond to 911 calls throughout Pike County. Each ambulance crew will include personnel necessary to staff one ALS ambulance with a minimum of one (1) person with a Georgia Paramedic license and one (1) person with a Georgia Emergency Medical Technician license.
- (c) Contractor will be responsible for providing properly licensed EMS personnel and for monitoring the status of every employee's certification and/or license. Contractor will make available continuing education courses on an annual basis for personnel to maintain their certification and/or license.

- (d) Contractor will maintain at all times a drug-free environment and will ensure that all local, state, and federal laws are followed.
- (e) Contractor will employ appropriate levels of full and part time Emergency Medical Technicians and Paramedics to provide EMS services.
- (f) Contractor will employ at least one regional (1) manager and appropriate support staff to facilitate delivery of ambulance and emergency services pursuant to this Agreement.

III. VEHICLES, EQUIPMENT, SUPPLIES and PREMISES

- (a) Ambulances/Vehicles.
 - 1. Contractor will provide two (2) fully operational emergency ambulance units dedicated for specific use for the County and one (1) additional back-up ambulance.
 - 2. Contractor will provide all vehicle maintenance for each ambulance unit.
- (b) Equipment and Supplies. Contractor will provide all essential medical supplies and equipment necessary for emergency medical service pursuant to this Agreement.
- (c) Premises
 - 1. County will be responsible for housing and facilities associated with the provisions of ambulance service in County. County will be responsible for all utilities at all locations associated with the operations under this Agreement not to exceed \$400 monthly.
 - 2. Contractor will conduct operations from the following locations to provide services to County pursuant to this Agreement:
EMS Station #1: 7818 US Highway 19, Zebulon, GA 30295
EMS Station #2: 4042 Concord Rd, Concord, GA 30206
 - 3. Contractor will have the right to inspect the locations provided by County. After the initial inspection, if Contractor determines, in its sole discretion, that the locations provided by County are unsuitable for use in providing the Services under this Agreement, County agrees to provide alternate locations for Contractor to conduct operations. Contractor may, in the alternative, obtain its own locations to use in providing Services for County.

IV. COMPENSATION

(a) Annual Fee

As compensation for the ambulance and emergency medical services provided for herein, County will pay to Contractor an annual fee of \$350,000 for the term of this Agreement. Said amount will be paid in equal monthly payments of \$29,166.67/mo. For services beginning July 1, 2020, County will pay equal monthly payments of \$29,166.67/mo. which will be due on the 1st day of each month. The first payment of \$29,166.67 will be due on July 1, 2020.

(b) Annual Review

County shall review the compensation with Contractor based on current and prorated call volumes no later than March 15 of the current year in order to determine proposed changes in the Annual Fee for budgeting purposes.

(c) Regional System

In the event that Contractor is successful in adding contiguous or nearby counties in the Central Georgia region for the provision of emergency medical services, Contractor will present options for creation of a regionalized system to include the negotiation of lowering the current annual compensation from the County. However, at no time will the services offered to the County be diminished.

(d) Collection

In addition to the annual fee enumerated in IV(a) above, Contractor is authorized to bill and collect all patient fees associated with patient care and transport as provided in Section X below.

V. TERM

(a) The term of this Agreement will be year to year commencing on July 1, 2020 and ending on June 30, 2021 ("Initial Term").

(b) This Agreement may automatically renew for a period of twelve (12) months (the "Renewal Term"), under the same terms and conditions as provided herein, unless either party sends written notification of termination. Said renewals shall be limited to four (4) automatic renewals, which may extend the provisions of this Agreement through June 30, 2025. Either party may terminate this Agreement by notifying the other party, in writing, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

- (c) Pursuant to applicable law, during the Initial Term and any Renewal Term, this Agreement shall terminate absolutely and without further obligation by County at the end of the calendar year and automatically renew at the beginning of the subsequent calendar year, unless otherwise terminated or non-renewed by either party.

VI. RECORDS

- (a) Contractor will keep complete and up to date records of all services rendered under this Agreement, to include, but not be limited to:

1. All calls for transport or assistance
2. All calls responded to by EMS personnel
3. All patient billings and accounts receivable
4. All patient payment receipts
5. All incidents or complaints concerning EMS Services

All records indicated, other than those protected by statute or regulation, shall be provided to the County upon the receipt of a written request.

- (b) Contractor will keep complete and up to date records of all personnel training, continuing education, proficiency tests, evaluations, personnel certifications and any certifications of licenses required by the State of Georgia.

All records indicated, other than those protected by statute or regulation, shall be provided to the County upon the receipt of a written request.

- (c) Within fifteen (15) business days after the close of each month, Contractor will provide the County with monthly reports containing the following, starting from the first to last day of the immediately prior month:

1. Number of 911 calls
2. Number of emergency response runs
3. Number of non-emergency transports
4. Response time for each response run and the number and location of all transports to out of county medical facilities
5. Number of mutual aid response runs
6. Number of mutual aid requests into County

- (d) Contractor will provide County with a copy of its Ambulance License and each annual recertification by the Georgia Department of Public Health. Pike County will maintain the operation zone and license.

- (e) Contractor will provide to County a copy of all personnel certifications required to provide EMS services pursuant to this Agreement, and provide a copy of any

recertification of said personnel.

- (f) County will be entitled to audit and review the records and reports, including records related to billing, at any time, subject to reasonable notice.

VII. INDEPENDENT CONTRACTOR

Contractor will perform its obligations under the terms of this Agreement as any independent contractor. Nothing in this Agreement will in any way be construed to appoint or employ Contractor including its employees, officers, agents and subcontractors as an employee, agent or representative of County. The manner and method of providing ambulance and emergency medical services under this Agreement by Contractor will be determined by Contractor in its sole discretion, subject to the limitations contained herein. This Agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto and does not create any rights or benefits to any third party.

VIII. MUTUAL AID AGREEMENT

- (a) Contractor understands that County may be a party to executed and enforceable agreements with other governments to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). Contractor will adhere to and comply with any existing and enforceable Mutual Aid Agreements that require County to lend ambulance service/mutual aid assistance.
- (b) Contractor will secure agreements with other ambulance services, public or private, in or near the service area of County to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). The Mutual Aid Agreements will specify the conditions under which mutual aid will be rendered. Contractor will comply with the provisions of the Mutual Aid Agreement(s) in response to any call for assistance from nearby ambulance services. Copies of all Mutual Aid Agreements will be provided to the County. At no time will Contractor's compliance with any such Mutual Aid Agreements interfere with Contractor providing services to the County as required by this Agreement. No agreement, contract or other instrument (written or otherwise), executed or agreed upon by the Contractor without the written consent of the County, shall be construed as binding upon the County.

Contractor will work in cooperation with the County's First Responders to continue the cooperative effort to allow EMS and First Responders employed with the County, to complement one another's services.

IX. COLLECTIONS

- (a) Contractor will have the authority and the responsibility to impose a service charge to patients utilizing emergency or non-emergency medical services. All patient charges will be enumerated on a fee schedule that will be available to the County.
- (b) For and during the term of this contract, and the extensions thereof, all collections from patient services will belong to Contractor and said collections will not be remitted to County.
- (c) Contractor maintains the right to adjust its fee schedule as a percentage markup of the current year's Medicare reimbursement rate. Contractor's rate will not exceed 250% of the current year's Medicare Fee Schedule.

X. INSURANCE

- (a) Contractor will maintain and provide certification of insurance and/or copy of policy for:
 - 1. General liability in an amount not less than two million dollars (\$2,000,000) for each occurrence of bodily injury and/or property damage.
 - 2. Vehicle liability in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or property damage.
 - 3. Professional liability in an amount not less than one million dollars (\$1,000,000) for each claim, which may be provided through its customary self-insured retention fund.
 - 4. Contractor will provide worker's compensation and employer's liability insurance in amounts required by and in conformance with Georgia law.
- (b) No vehicle will be operated by Contractor or any of its employees, agents or representatives unless there is insurance coverage in effect as provided herein.
- (c) Contractor will provide evidence of all coverage to County in the form of Certificates of Insurance, including any excess coverage.
- (d) County will maintain insurance for the structures specified in Section III(c).

XI. RESPONSE TIME

Response time is a critical element of any professional ambulance and emergency medical service. Contractor will employ sufficient personnel and resources to minimize response time as much as is practical utilizing proper safety procedures. **The parties stipulate and**

agree that an average response time for EMS emergency (code 1) calls county-wide of 12 minutes of less will be achieved monthly. The first ambulance on scene minus the 911-dispatch time calculates the response time.

In the event that the average response time is excessive and unacceptable for two (2) consecutive months, the county would be authorized to notify Contractor that Contractor was in breach of the contract and demand that the Contractor comply with contract terms related to response times pursuant to Section XII.

XII. TERMINATION

(a) Prior Notice and Opportunity to Cure:

Except for termination as specified in Section V, termination of this Agreement will be for cause. Prior to giving Notice of Termination, either party will give the other specific written notice of and demand to cure the defaults which are itemized in the notice. Such demand shall provide that the other party has thirty (30) days from receipt of the notice to cure.

(b) Notice of Termination:

In event of failure to cure within thirty (30) days, or such longer period as may be provided elsewhere in this Agreement as to a specific type of default, this Agreement may be terminated by the aggrieved party for cause upon thirty (30) days' notice to the other party, itemizing the event(s) of default giving rise to such notice. Termination for cause may include the following reasons:

1. Failure of County to promptly remit payments to Contractor pursuant to paragraph IV.
2. Failure of Contractor to provide equipment and supplies pursuant to paragraph III.
3. Failure of Contractor to carry insurance coverage pursuant to paragraph X.
4. Failure of Contractor to respond to calls in a timely fashion pursuant to paragraph XI.
5. Any breach of a material provision by this Agreement by either party.

XIII. NOTICE

Any notice under this Agreement will be in writing and delivered in person, by US Postal Service (certified with return receipt), or by private courier service (UPS, FED Ex, etc.). Any notice will be addressed to the parties at the following addresses:

Pike County
Attn: County Manager

South Georgia Emergency Medical
Service
Attn: Bill Compton, SVP
745 Memorial Drive, S.E.
Atlanta, Georgia 30316

Copy to:
County Attorney

Copy to:
Grady Health System
Attn: General Counsel
80 Jesse Hill Jr. Drive, S.E.
Atlanta, Georgia 30303

XIV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement providing for ambulance and emergency medical services and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. Any changes, amendments or modifications to this Agreement must be in writing and signed by both parties. It is understood and agreed that email correspondence will not constitute "writing" as required by this Agreement.

XV. INDEMNIFICATION

- (a) Contractor agrees to defend, indemnify and hold harmless County, its commissioners, employees, representatives and agents from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by, relating to, or arising out of any act or omission by Contractor, its directors, officers, employees, agents or representatives in connection with Contractor's performance or non-performance of its obligations under this Agreement.
- (b) To the extent permitted by law, County agrees to defend, indemnify and hold harmless Contractor and its officers, employees and agents from and against any and all losses, third party claims, damages, liabilities, costs and expenses caused by relating to, or arising out of any act or omission by County, its commissioners, employees, agents or representatives in connection with County's performance or non-performance of its obligations under this Agreement.

XVI. ASSIGNMENT

No right or obligation under this Agreement may be assigned, delegated or transferred by one party to a third party without the express written consent of the other party to this Agreement. Any attempted or purported assignment without such consent should be considered null and void. Such consent will not be unreasonably withheld or denied.

XVII. GOVERNING LAW

This Agreement will be subject to and governed by the laws of the State of Georgia.

XVIII. TIME OF THE ESSENCE

Time is of the essence of this Agreement.

Pike County, Georgia

**Grady Memorial Hospital Corporation
d/b/a South Georgia Emergency Medical
Service**

By: J. Brian Johnson
Name: J. BRIAN JOHNSON
Title: BOC CHAIRMAN
Date: 5-13-2020

By: William E. Compton
Name: WILLIAM E. COMPTON
Title: S.V.P.
Date: 5-14-2020

Attest: Angela Blount
County Clerk