

2017 signed agreement

## EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement is made and entered into this day of June 30, 2015 between Pike County, a political subdivision of the State of Georgia ("Pike County"), and Grady Memorial Hospital Corporation d/b/a Grady Emergency Medical Services, a Georgia non-profit Corporation ("Contractor"), which intends to do business in Pike County as "South Georgia Ambulance".

### **WITNESSETH:**

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

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

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

**NOW, THEREFORE,** the parties agree as follows:

### **I. SERVICES TO BE PROVIDED BY CONTRACTOR**

- (a) Contractor shall provide quality emergency ambulance service and medically necessary ambulance service to the citizens of Pike County on a 24 hour basis.
- (b) Contractor shall 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 shall provide emergency medical services in a professional and expeditious manner to all requesters within Pike County.
- (d) Contractor shall transport any and all Pike County employees, personnel and prisoners, including, but not limited to, constitutional officers and staff and volunteer firefighters at no additional charge to Pike County.
- (e) Contractor shall manage all day-to-day operations of medical service, including field operations, assignment of personnel, billing, collections and other operational functions, and shall rely upon and cooperate with the provider of the current 911/dispatch system in Pike County.
- (f) Contractor shall be responsible for all patient billing, equipment maintenance,

and continuing education and will implement electronic patient charting (ePCR).

- (g) Contractor shall provide to Pike County law enforcement, firefighters and first responders any training that Contractor provides to its own employees at no additional cost (excluding travel expenses, equipment and supplies related to such training).

## **II. PERSONNEL**

- (a) Contractor will hire, train and assign all personnel required to support emergency medical service operations pursuant to this Agreement.
- (b) No fewer than two Advanced Life Support ("ALS") ambulance crews shall be on duty at any given time. Each crew will include personnel necessary to staff one ALS ambulance with a minimum of one person with a Georgia Paramedic license and one person with a Georgia Emergency Medical Technician license.
- (c) Contractor shall 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 shall maintain at all times a drug-free environment and shall ensure that all local, state, and federal laws are followed.
- (e) Contractor will employ approximately twenty-seven (27) full and part time Emergency Medical Technicians and Paramedics to provide EMS services.
- (f) Contractor will employ one manager and support staff person to facilitate delivery of emergency services pursuant to this Agreement.

## **III. EQUIPMENT and SUPPLIES**

- (a) Ambulances. Contractor will provide two (2) fully-operational ambulance units for Pike County 24/7 and one (1) additional back-up ambulance as needed. Contractor will utilize its regional resources and mutual aid agreements for exceptional demand requirements.
- (b) Supplies and Miscellaneous
  1. Contractor shall provide all essential medical supplies necessary for emergency medical service. Contractor shall lease all current Pike County medical equipment from Pike County for a nominal fee.
  2. Contractor shall provide all vehicle maintenance for each ambulance



unit.

- (c) Housing. Contractor shall be responsible for all cost for housing and facilities associated with the provisions of ambulance service in Pike County.

#### IV. CONSIDERATION

- (a) Annual Fee

In consideration for the emergency medical services provided for herein, Pike County will pay to Contractor an annual fee of \$275,000.00 each year for the term of this Agreement. Said amount will be paid in equal monthly payments of \$22,917/mo. The monthly payment will be due on the 1<sup>st</sup> day of each month. The first payment shall be due on July 1, 2015. Effective July 1, 2017 the annual fee will be \$250,000 for the remainder of the agreement.

- (b) 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

The term of this Agreement shall be year to year with four (4) automatic renewals for a total of five (5) years. Specifically, the initial one (1) year term of this Agreement shall commence on July 1, 2015 and end on June 30, 2016 ("Initial Term"). The four (4) automatic renewals (each a "Renewal Term") shall extend the provisions of this Agreement through June 30, 2020. Either party may terminate this Agreement by notifying the other party in writing not less than sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

#### VI. RECORDS

- (a) Contractor shall keep complete and up to date records of all services rendered under this Agreement, to include:
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
- (b) Contractor shall 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.

- (c) Within fifteen (15) business days after the close of each month, Contractor will provide the Pike County Manager with monthly reports containing the following:
  - 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
- (d) Contractor will provide Pike County Manager with a copy of its Ambulance License and each annual recertification by the Georgia Department of Public Health.
- (e) Contractor will provide to Pike County Manager 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) Pike County shall 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 shall perform its obligations under the terms of this Agreement as any independent contractor. Nothing in this Agreement shall in any way be construed to appoint or employ Contractor as an employee, agent or representative of Pike County. The manner and method of providing emergency medical services under this Agreement by Contractor shall be determined in its sole discretion. This Agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto nor does it create any rights or benefits to any third party.

## **VIII. MUTUAL AID AGREEMENT**

Contractor shall secure agreements with other ambulance services, public or private, in or near the service area of Pike County to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). The Mutual Aid Agreements shall specify the conditions under which mutual aid shall be rendered. Contractor shall 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 shall be provided to the Pike County Manager.

Contractor shall work in cooperation with Pike County First Responders to continue the cooperative effort to allow EMS and First Responders 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 public. The rate explanation is attached as Exhibit A, and made a part of this Agreement.
- (b) All collections from patient services will belong to Contractor and said collections will not be remitted to Pike 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 shall not exceed 250% of the current year's Medicare Fee Schedule.

## **X. INSURANCE**

- (a) Contractor shall 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 shall provide worker's compensation and employer's liability insurance in amounts required by and in conformance with Georgia law.
- (b) No vehicle shall 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 Pike County in the form of Certificates of Insurance, including any excess coverage.

## **XI. RESPONSE TIME**

Response time is a critical element of any professional emergency medical service. Contractor shall employ sufficient resources to minimize response time as much as is

practical utilizing proper safety procedures.

## **XII. TERMINATION**

### **(a) Prior Notice and Opportunity to Cure:**

Except for termination as specified in Section V, termination of this Agreement shall be for cause. Prior to giving Notice of Termination, either party shall give the other specific written notice of and demand to cure the defaults which are itemized in the notice.

### **(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 be shown for the following reasons:

1. Failure of Pike 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 shall be in writing and delivered in person, US Postal Service, by private courier service (UPS, FED Ex, etc.), or by facsimile. Any notice shall be addressed to the parties at the following addresses:

Pike County  
Pike County Manager  
P.O. Box 377  
Zebulon, Georgia 30295

Grady Emergency Medical Services  
Attn: Bill Compton, Senior VP  
745 Memorial Drive, S.E.  
Atlanta, Georgia 30316

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 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 shall not constitute a "writing" as required by this Agreement.

#### **XV. INDEMNIFICATION**

- (a) Contractor agrees to defend, indemnify and hold harmless Pike 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) Pike 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 Pike County, its commissioners, employees, agents or representatives in connection with Pike 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 shall not be unreasonably withheld or denied.

#### **XVII. GOVERNING LAW**

This Agreement shall be subject to and governed by the laws of the State of Georgia. The parties agree that venue for any suit arising under this Agreement shall be brought in the Superior Court of Pike County, Georgia.

#### **XVIII. TIME OF THE ESSENCE**



Time is of the essence of this Agreement.

Pike County

Grady Memorial Hospital Corporation  
d/b/a Grady Emergency Medical Services

By: Brian Johnson  
Name: Brian Johnson  
Title: Chairman  
Date: 10-11-2017

William B. Cupton  
By: Mark Meyer  
Name: Mark Meyer  
Title: ~~EFO~~ SVP  
Date: 10-11-17

Attest: John Wayne  
County Clerk



**Exhibit A**  
**Pike County Ambulance Transport Rates**

Contractor sets local rates based on standard business practices for ambulance services as a percentage markup over the current year's Medicare Fee Schedule. For ambulance services performed in Pike County, Georgia, Contractor rates shall not exceed 250% of the current year's Medicare Fee Schedule rural base rate for the duration of this Agreement.

Contractor recognizes and is sensitive to the ambulance service needs of the uninsured and extends discounts based on their ability to pay for services. Sliding scale is provided below:

All Patients	50%
FPL 0-206%	70%
FPL 207-250%	50%

When ambulance rates are increased in accordance to market adjustments, then uninsured discounts will be increased as well.

A0425	Ground Mileage	\$ 16.50
A0426	ALS Non Emergency	\$ 600.00
A0427	ALS Emergency	\$ 825.00
A0428	BLS Non Emergency	\$ 600.00
A0429	BLS Emergency	\$ 750.00
A0433	ALS Level 2	\$ 1,125.00
A0434	Specialty Care Transport	\$ 1,200.00