

# Request for Board of Commissioners' Action

**From:** Faye Hughes, County Administrator **Date:** May 4, 2018

**Subject:** Grady EMS Service Contract **Item Number:** VIII- D

Attached is the EMS contract with Grady Memorial Hospital Corp d/b/a South Georgia Emergency Service for EMS services for Cook County. The contract has been reviewed by the county attorney legal content and to verify that it mirrors the RFP presented by Grady EMS.

The Chair will need a motion to ratify the decision to enter into the Agreement with Grady Memorial Hospital and authorize the Chair's endorsement on the same.

Motion made by \_\_\_\_\_

Second made by \_\_\_\_\_

Any discussion: \_\_\_\_\_  
\_\_\_\_\_

Votes \_\_\_\_\_ yes \_\_\_\_\_ no

Motion carried/ failed

## **EMERGENCY MEDICAL SERVICES AGREEMENT**

This Agreement is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 between Cook County, a political subdivision of the State of Georgia ("County"), and Grady Memorial Hospital Corporation d/b/a South Georgia Emergency Medical Service, a Georgia non-profit Corporation ("Contractor").

### **WITNESSETH:**

**WHEREAS**, 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 County; and

**WHEREAS**, 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 will provide quality emergency ambulance service and medically necessary ambulance service to the citizens of 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 emergency medical services in a professional and expeditious manner to all requesters within County.
- (d) Contractor will transport, at no charge to County, 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 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 County.
- (f) Contractor will be responsible for all patient billing, equipment maintenance, and continuing education and will implement electronic patient charting (EPC).

- (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, 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 less than two (2) Advanced Life Support (“ALS”) ambulance crews will be on duty at any given time. Each 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 approximately 40 full and part time Emergency Medical Technicians and Paramedics to provide EMS services.
- (f) Contractor will employ at least one (1) manager and support staff person within the region to facilitate delivery of emergency services pursuant to this Agreement.

## **III. VEHICLES, EQUIPMENT, SUPPLIES and PREMISES**

- (a) Ambulances/Vehicles.
  - 1. Ambulances. Contractor will provide three (3) fully-operational ambulance units for Cook County; two (2) 24/7, one (1) 12/7 as well as a back-up unit, non-staffed.
  - 2. Contractor will provide all routine 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 all cost for housing and facilities associated with the provisions of ambulance service in County.
2. Contractor will conduct operations from the following locations to provide services to County pursuant to this Agreement:  
  
212 N. Parrish Ave  
Adel, GA 31620
3. Contractor will have the right to inspect the locations provided by County. 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 emergency medical services provided for herein, County will pay to Contractor an annual fee of \$300,000 each year for the term of this Agreement. Said amount will be paid in equal monthly payments of \$25,000/mo. The monthly payment will be due on the 1<sup>st</sup> day of each month. The first payment will be due on May 28, 2018.

(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 IX below.

**V. TERM**

The term of this Agreement will 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 will commence on May 28, 2018 and end on May 27, 2018 (“Initial Term”). The four (4) automatic renewals (each a “Renewal Term”, beginning May 28, 2019) will extend the provisions of this Agreement through May 27, 2023. 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.

**This Agreement is contingent upon Grady EMS approval of the Cook County Ambulance Zone designation slated for the May 9, 2018 Region 8/Southwest**

**Georgia EMS Advisory Council meeting.**

**VI. RECORDS**

- (a) Contractor will 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 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.
- (c) Within fifteen (15) business days after the close of each month, Contractor will provide the County Administrator 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 County Administrator with a copy of its Ambulance License and each annual recertification by the Georgia Department of Public Health. County will maintain the operation zone and license.
- (e) Contractor will provide to County Administrator 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 as an employee, agent or representative of County. The manner and method of providing emergency medical services under this Agreement by Contractor will be determined in its sole discretion. This Agreement does not create any joint venture, partnership, undertaking or business venture between the parties hereto

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not does it create any rights or benefits to any third party.

### **VIII. MUTUAL AID AGREEMENT**

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 Administrator.

Contractor will work in cooperation with 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 County.
- (b) All Future 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 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.

## **XI. RESPONSE TIME**

Response time is a critical element of any professional emergency medical service. Contractor will 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 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.

- (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 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, US Postal Service, by private courier service (UPS, FED Ex, etc.), or by facsimile. Any notice will be addressed to the parties at the following addresses:

Cook County  
Attn: Faye Hughes, County Administrator  
1200 South Hutchinson Avenue  
Adel, Georgia 31620

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

Copy to:  
Bennett & Connell, LLC  
Attn: Daniel Connell  
201 E. 5<sup>th</sup> St.  
Adel, GA 31620

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 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) 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.

**Cook County**

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

By: *Debra Robinson*  
Name: Debra Robinson  
Title: Chairman  
Date: May 4, 2018

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest: *Nick Garris*  
County Clerk

