



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: ~~FileID~~

Substitute

12/11/2018

Public Hearing: YES NO

Department: Fire & Rescue Services

SUBJECT:

Commission District(s): All Commission Districts

Amendment to Extend the Current Ambulance Services Contract with Market Rates – No Cost to County
ÉRn

Information Contact: Darnell Fullum

Phone Number: 678-406-7731

PURPOSE:

To increase the rate of ambulance fees and amend the current terms and conditions of the existing ambulance services contract between DeKalb County, Georgia and Metro Ambulance Services, Inc. d/b/a American Medical Response, Inc. (AMR). Specifically, to extend the term of service through June 30, 2019, with possible 90 day options to renew as needed and continue using an integrated system of Fire Rescue and ambulance responses, with both Advance Life Support (ALS) and Basic Life Support (BLS) ambulances. The countywide ambulance response times will be 9 minutes ALS and 15 minutes BLS, with fees of \$1,725.00 and \$1,453.00 respectively.

NEED/IMPACT:

To ensure continuous ambulance coverage throughout the county until the establishment of a new contract.

FISCAL IMPACT:

No cost to the county.

RECOMMENDATION:

To approve the amendment and authorize the chief executive officer to execute all necessary documents.

December 11, 2018

**STATE OF GEORGIA
COUNTY OF DEKALB**

**AMENDMENT NO. 1
TO
CONTRACT NO. 13-800984**

THIS AMENDMENT NO. 1 TO CONTRACT NO. 13-800984 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and Metro Ambulance Services, Inc. d/b/a American Medical Response, a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as the "Contractor");

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Contract dated June 24, 2013, known as DeKalb County Contract No. 13-800984 for Emergency Ambulance Services and Billings and Collections for Ambulance Transport and Non-Transport Accounts for DeKalb County, Georgia (hereinafter referred to as the "Agreement" or "Contract");

WHEREAS, the Contract is scheduled to expire on December 31, 2018;

WHEREAS, the County and the Contractor mutually desire to extend the term of the Contract pursuant to the amended terms herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. The Contract is hereby amended as follows:

A. ARTICLE I. TIME AND TERM

Delete Article I. Time and Term in its entirety and replace it as follows:

ARTICLE I. CONTRACT TIME AND TERM

- A. The Contractor shall commence the Work under this Agreement within Ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The initial term of this Agreement shall be through December 31, 2013. This Agreement shall (i) terminate absolutely and without further obligation on the part of the County each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Article of this Agreement; and (iii) terminate on June 30, 2019, unless extended in writing in three (3) month increments by the DeKalb County Governing Authority and Contractor.
- B. The Contractor acknowledges that time is of the essence with respect to the Work governed by this Contract. Contractor acknowledges and recognizes that if it fails to provide the services outlined in the Scope of Work in accordance with the terms of this Contract, the County will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the County will suffer damages that are difficult if not impossible to accurately estimate.

B. ARTICLE III. PAYMENT AND PENALTIES

1. Article III. E.

← Delete Article III. Subpart E in its entirety and replace as follows:

- E. Contractor shall be responsible for billing and collections of its services. Contractor shall submit charges for all services to the patient or patient's guarantor(s) at a rate not to exceed the current fees agreed upon by the DeKalb County Governing Authority. Contractor shall adhere to the rate structure instituted by the County for its ambulance calls. The rate structure shall only be changed by the DeKalb County Governing Authority.

Contractor shall be responsible for billing and collections for patients transported by DeKalb County Fire Rescue (DCFR). Contractor shall remit all fees collected from patients transported by DCFR to the County by the 5th day of each month less 7% of net collections which Contractor shall retain as compensation for billing and collections.

Contractor shall be required to handle all billing and collections in accordance with Contractor's Billing Compliance Plan which shall be consistent with the intent and activities included in the U.S. Department of Health and Human Services, Office of Inspector General (OIG) Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138 (December 18, 1998).

The Contractor shall bill based on the rate structure for ambulance calls beginning January 1, 2019, as follows:

ALS- E Transport	\$1,725.00
BLS-E Transport	\$1,453.00
Oxygen	\$150.00
Mileage (per loaded mile)	\$29.50
ALS 2 Transport	\$1,995.00
EKG Monitor & Interpretation	\$150.00
No Transport/Pt. Assessment	\$125.00
Ambulance unit hour costs for Cities to purchase unit hours from Contractor (8-hour minimum block and pre-scheduled 24 hours in advance with overflow hours purchased as-needed)	\$145.00 Per hour

Contractor shall offer a compassionate care program to address economic concerns by reducing ambulance bills for patients without insurance and who are unable to pay their ambulance bill. The program shall be based on federal poverty guidelines.

2. Article III. F.

Delete Article III. Subpart F in its entirety and replace as follows:

- F. The Contractor will be charged a penalty of \$1,000.00, per occurrence, as determined by the County in accordance with the agreed upon written response protocols and exemptions, for Contractor's inability to follow the system status plan, when the Contractor cannot respond to calls.

A. ATTACHMENT A. Scope of Work.

- i. **Delete Attachment A. Scope of Work, Subpart 8, in its entirety and replace it as follows:**

8. Ensure that all ambulances shall have a current and complete map book of the County and surrounding areas, as well as a commercially available dash mounted Global Positioning System (GPS) system.

Respond to all patients according to the DeKalb County Unit Dispatch Criteria. Unit Dispatch Criteria is attached as Attachment L to RFP. Contractor shall respond to ALS calls within 8 minutes 59 seconds and BLS calls within 14 minutes 59 seconds in accordance with the agreed upon written response protocols and exemptions. Contractor will use the Unit Dispatch Criteria as a guide and shall respond to all calls when dispatched.

ii. Insert the following at the end of Attachment A. Scope of Work.

A. Definitions and Requirements - Advanced Life Support (ALS) and Basic Life Support (BLS)

1. *Integrated Response System.* The County will continue to operate an integrated response system with both DCFR and ambulance responding. DCFR will continue to respond to all ALS calls within 8 minutes 59 seconds or less to initiate care on the scene. DCFR will continue to respond to appropriate BLS calls within 8 minutes 59 seconds or less to initiate care on the scene. County and Contractor shall adopt and utilize agreed upon written response protocols and exemptions to determine the appropriate response procedures for the calls as identified by the DeKalb County Fire Chief and a representative from the Contractor.
2. *Advanced Life Support.* Advanced Life Support (ALS) is defined as the medical procedures for sustaining life including the advanced diagnosis and protocol-driven treatment of a patient in the field such as defibrillation, airway management, and administration of medications. Ambulances shall be staffed with at least one (1) state-certified Emergency Medical Technician-Paramedic (EMT-P) and one (1) state-certified Emergency Medical Technician-Basic (EMT-B) on all responses. The Contractor must have an ALS ambulance on the scene of a 911 emergency request for services within 8 minutes 59 seconds in accordance with the agreed upon written response protocols and exemptions.
3. *Basic Life Support.* Basic Life Support (BLS) is defined as a variety of noninvasive emergency procedures performed to assist in the immediate survival of a patient, including cardiopulmonary resuscitation, hemorrhage control, stabilization of fractures, spinal immobilization, and basic first aid. Ambulances shall be staffed with at least two (2) state-certified Emergency Medical Technician-Basic (EMT-B) on all responses. The Contractor must have a BLS ambulance on the scene of a 911 emergency request for services within 14 minutes 59 seconds in accordance with the agreed upon written response protocols and exemptions.

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4. *Unit Deployment Model.* A Unit Deployment Model is defined as a plan that includes, but is not limited to, service delivery model that includes primary response, backup and move up, cover plans, return-to-base plans and a plan for the location and housing of staff and ambulances. Contractor shall provide a Unit Deployment Model to the County by the 1st day of each month and provide a staff schedule based upon the Unit Deployment Model. The Unit Deployment Model shall be updated monthly based upon the performance and call statistics from the previous month. Contractor shall operate in accordance with Contractor's Unit Deployment Model unless a modification is agreed to by the County in writing prior to the modification of the Unit Deployment Model.

G. NO ADDITIONAL MODIFICATION.

All other terms and conditions of the Contract remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 1 shall govern over any inconsistent terms and conditions contained in the Agreement.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

December 11, 2018

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on this ____ day of _____, 2018.

**METRO AMBULANCE SERVICE, INC., DEKALB COUNTY, GEORGIA
D/B/A AMERICAN MEDICAL RESPONSE**

By: _____ (SEAL)
Signature

Edward B. Van Horne
Name (Typed or Printed)

President and Chief Executive Officer
Title

Date

ATTEST:

Signature

Walter J. Landen, Jr.
Name (Typed or Printed)

Deputy General Counsel
Title

Date

APPROVED AS TO SUBSTANCE:

Department Director

(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Date

ATTEST:

BARBARA SANDERS, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Date

APPROVED AS TO FORM:

County Attorney Signature

County Attorney Name (Typed or Printed)

CERTIFICATE OF CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____ (hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under the laws of the State of Georgia;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed Edward B. Van Horne, in his official capacity as President and Chief Executive Officer of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of Georgia:

***Amendment No. 1 to DeKalb County Contract No. 13-800984
for Emergency Ambulance Services and Billings and Collections for Ambulance Transport
and Non-Transport Accounts for DeKalb County, Georgia***

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20__.

(Secretary) (CORPORATE SEAL)