

STATE OF GEORGIA  
COUNTY OF DEKALB

**AMENDMENT NO. 1  
TO  
CONTRACT NO. 1200066**

**THIS AMENDMENT** 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**, the Contractor provides emergency (911) ambulance services; and,

**WHEREAS**, Contractor has the equipment and vehicles necessary to provide DeKalb County with emergency medical transportation services; and

**WHEREAS**, County and Contractor have previously entered into a certain Contract dated December 31, 2019, (DeKalb County Contract No. 1200066) (hereinafter referred to as the “Agreement” or “Contract”) for Emergency Ambulance Services or DeKalb County, Georgia;

**WHEREAS**, the Contract expires on December 31, 2024; and,

**WHEREAS**, the County and the Contractor desire to amend that said contract to extend the contract term through June 30, 2026, as approved on \_\_\_\_\_ via Agenda Item 2024-\_\_\_\_\_.

**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, CONTRACT TERM. DELETE ARTICLE I, Paragraph A** in its entirety. **INSERT ARTICLE I, Paragraph A** as follows:

The Contractor shall commence the Work under this Agreement on December 31, 2019. As by O.C.G.A. § 36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2026, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**B. ARTICLE II. PAYMENT. DELETE ARTICLE II. PAYMENT**, in its entirety. **INSERT ARTICLE II, PAYMENT** as follows:

County shall pay Contractor an annual fee of up to four million eight hundred ninety-two thousand dollars (\$4,892,000.00) payable in monthly installments on the first of each month, starting January 1, 2025 (the “Annual Fee”). This financial subsidy Annual Fee payment is based on the Contractor meeting the unit hour daily minimum requirements as described herein. The Annual Fee payments shall be payable in equal monthly installments, unless the County subtracts penalties incurred by the Contractor for failing to meet response times as listed in APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia, II. SCOPE OF WORK, Paragraph H. RESPONSE.

Otherwise, during the period of this contract, the Contractor agrees that all fees other than the Annual Fee shall be from third parties, collected by Contractor. The Contractor

shall be responsible for the billing and collections of its services. The Contractor shall submit charges for all services to patient or patient’s guarantor(s) in accordance with Attachment A, the Contractor’s cost Proposal, consisting of 7 pages attached hereto and incorporated herein by reference, as escalated from time-to-time in the accordance with the contract. Amounts paid to the Contractor by third parties shall comply with and not exceed the amounts listed in Attachment A. Contractor’s Cost Proposal, as escalated from time-to-time in accordance with the contract.

The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Dekalb County Governing Authority. Any change to this Annual Fee payment provision shall be by Change Order adopted and approved by the Dekalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**C. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph F. RESPONSE.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph F. RESPONSE,** as follows:

F. Proposers may submit a Fee Based System proposal to bill and collect based on a traditional fee for service model.

Submit a proposal that is similar to the traditional contracting relationship. Use the information found within the RFP as well as the Proposer’s own experience and expertise to determine the appropriate number of unit hours needed to meet system demands. The Proposer will be expected to provide a complete “turnkey” operation capable of meeting the RFP’s intent. The Proposer should include innovations and promote the Triple Aim of HealthCare: “Improving the patient experience of care (including quality and satisfaction), improving the health of

populations, and reducing the per capita cost of health care, as well as ‘out of the box’ thinking that will lower the cost to the County and the patient.” The Contractor(s) will provide a complete breakdown of all the charges and the amounts for each charge to arrive at an average charge per transport. The Contractor(s) will assume 100% of the liability for response times, unit hours, billing and collection and risk of non-payment.

Dispatches	DeKalb County
Bills and Collects	Contractor(s)
Assumes Risk of Non-Payment	Contractor(s)
Determines Number of Units in System	Contractor(s)
Determines Cost for System	Contractor(s)

**D. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph H. RESPONSE, Subpart 1.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph H. RESPONSE, Subpart 1.** as follows:

1. Contractor shall achieve daily minimum ambulance unit hours and respond to all patients according to the DeKalb County Unit Dispatch Criteria.

a) First, upon the execution of Amendment No. 1, (i) Contractor shall achieve a daily minimum of 524 ambulance unit hours by January 1, 2025; (ii) Contractor shall achieve a daily minimum of 548 ambulance unit hours by April 1, 2025; and (iii) Contractor shall achieve a daily minimum of 568 ambulance unit hours by July 1, 2025. The calculation of Contractor’s daily minimum ambulance unit hours shall not include any unit hours provided pursuant to the purchase of supplemental service and only include unit hours provided by Contractor and/or Contractor’s County-approved Subcontractor.

Contractor's failure to achieve the required, above-listed daily minimum ambulance unit hours shall result in a reduction of the monthly installment of the Annual Fee payment by one hundred fifty dollars (\$150.00) for each hour below the daily minimum.

b) Unit Dispatch Criteria is attached as Exhibit 1 to the RFP. Contractor(s) shall respond to calls to the 90<sup>th</sup> percentile mark, as follows:

i) Priority One (1) Highest Level of Emergency response with an expected response time of 10:59 or less;

ii) Priority Two (2) and Priority Three (3) emergency calls with an expected response time of 14:59 seconds or less;

iii) Priority Four (4) emergency calls with an expected response time of 20:59 seconds or less; and

iv) Priority Five (5) emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less.

Calls exceeding the aforementioned response time standards will be subject to penalties.

**E. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph N. RESPONSE, Subpart 1.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph N. RESPONSE, Subpart 1.** as follows:

## **N. PENALTIES FOR SUBSTANDARD PERFORMANCE**

### **1. Penalties Description**

- a) Contractor(s) Cannot Provide the Requested Supplemental Unit Hours – The Contractor(s) may incur penalties if they are not able to provide the number of unit hours requested by the County, or by any municipality through an enhancement of service. This penalty only applies to the purchase of unit hours for supplemental service. The Contractor(s) may be penalized for every whole hour they are not able to provide the number of requested unit hours, at a rate of one and one half times the unit hour cost. For example, if a unit is

scheduled to go in service at 1000 hours and does not go in service until 1230 hours, the Contractor may incur a penalty of the following:

$$(2 \text{ whole hours}) \text{ times } (\text{unit hour cost} \times 1.5) = \text{penalty}$$

- b) Quarterly Response Time Compliance below 90th percentile (industry standard) of contracted performance measure - Contractor shall respond to all patients according to the DeKalb County Unit Dispatch Criteria. Contractor shall respond to: a) Priority One (1) Highest Level of Emergency response with an expected response time of 10:59 or less; b) Priority Two (2) and Priority Three (3) emergency calls with an expected response time of 14:59 seconds or less; c) Priority Four (4) emergency calls with an expected response time of 20:59 seconds or less; and d) Priority Five (5) emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less.
- c) Contractor shall pay County a penalty for each Quarter in which it has failed to meet the applicable Standard at least 90% of time for two separate categories. The Parties hereby agree and acknowledge that all calls are presumed to be emergency calls when received in the County's 911 center, the dispatch of an ambulance or other resource is in response to a presumed emergency, and the title of the categories should not be read to indicate any other interpretation and/or understanding. The first category, "Emergent Performance", will include Priority 1, 2 and 3 calls while the second category, "NonEmergent Performance" will include Priority 4 and 5 calls. In making such calculations for the "Emergent Performance" category, the 90<sup>th</sup> percentile performance will be measured for priority 1 calls for a response time of 10:59 or less and the 90<sup>th</sup> percentile performance will be measured for priority 2 and 3 calls for a response time of 14:59 seconds or less. The two 90<sup>th</sup> percentiles will be averaged to create the performance for the first category "Emergent Performance" which penalties will be assessed upon. In making such calculations for the "NonEmergent Performance" category, the 90<sup>th</sup> percentile performance will be measured for priority 4 calls for a response time of 20:59 or less and the 90<sup>th</sup> percentile performance will be measured for priority 5 calls for a response time of 29:59 seconds or less. The two 90<sup>th</sup> percentiles will be averaged to create the performance for the second category "Non Emergent Performance" which penalties will be assessed upon.
- d) For each and every percentage point under the 90<sup>th</sup> percentile of each category (Emergent Performance and NonEmergent Performance), the County may impose a penalty of \$1,000.
- e) Failure to Provide Requested Information within the Time Agreed Upon - The Contractor(s) may incur penalties if the County requests information that is not provided within a timeframe agreed upon by both parties including but not limited to: reports, complaint resolution, personnel issues, deployment model, staffing roster, maintenance records, licensing, and/or any other deliverable noted in this RFP.

For example, if the County requests the maintenance records of a vehicle involved in an accident, and the Contractor does not provide the information within the agreed upon timeframe, a penalty of \$1,000 may be accrued per occurrence.

2. Exceptions from Response Time Requirements

At the County’s sole discretion, response time requirements, as outlined in this agreement, may be excepted, suspended or altered for an appropriate period of time by the Director of Public Safety, or the Director’s designee. Contractor’s reasonable request for exceptions, the suspension and/or altered response time requirements shall not be unreasonably denied by the County. The exception to, suspension and/or altered response times may be due to a variety of reasons, which include, but are not limited to:

- a) Disaster situations
- b) Extreme weather conditions
- c) Out-of-service area requests
- d) Incorrect information received by Contractor from the DeKalb E911 Center
- e) Cancelled calls
- f) Second unit response to scene
- g) Normal access denied situations (bridge out, train crossing, road closing, if not identified by the Georgia Department of Transportation
- h) Any significant changes(s) in response location initiated by the caller or dispatch agency, which directly affect the unit's ability to meet the response time requirement.
- i) When the dispatched ambulance is out of the Service Area on a mutual aid response.
- j) Responses during an unpredictable system overload period. Overload shall be defined as when the number of requests for service exceeds the 90<sup>th</sup> percentile for the same hour and day of the week during the current performance quarter. When the system is in a period of overload, all non-compliant calls during that period shall be automatically exempted.

**Table of Penalties**

Contractor(s) cannot provide the requested unit hours for supplemental services	# of Hours x (Unit hourly rate x (1.5)) = penalty per hour
Quarterly Response Time Compliance below 90th percentile of contracted performance measure	\$1000 per each whole percentage point below 90th percentile
Response Time Exceeds 29:59 for Priority 1-4	\$250 per occurrence
Response Time Exceeds 49:59 for Priority 5	\$250 per occurrence
Failure to Provide Requested Information	\$1000 per occurrence

**F. ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service”, in its entirety. INSERT ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service” as follows:**

**Response to Best and Final Offer  
ATTACHMENT A  
(Revised April 19, 2019)  
COST PROPOSAL FORM**

**I. Proposer:** The Unit Hourly Cost proposed shall be for the per unit cost for providing Supplemental Service. The Cost proposed shall include the total cost of providing all services included in the RFP response by the Proposer including all costs, direct and indirect, administrative costs, and all things necessary. For the purposes of the proposal, a unit hour is defined as an equipped and staffed ambulance on a response or waiting for a response for one hour.

**Unit Hourly Cost** shall be based upon the Bidder delivering unit hours that the County orders under the agreement. Costs shall be for services required by this RFP less billing/collections and dispatching. The Bidder shall propose only one Unit Hourly Cost. **Example;** *if bidder has three (3) BLS units operating 24 hours per day at \$10/hr. and three (3) ALS units operating 24 hours per day at \$20/hr. and one (1) 24/hr. field Supervisor at \$15/hr. the total number of system hours would be 168hrs. per 24/hr. shift. If the proposer's indirect and overhead costs are 10% of the actual the resulting unit hour cost would be \$115.50 per unit hour.*



Description	Unit Hourly Cost
Year 1 - 911 Ambulance Services	<u>\$115.00</u>
Year 2 - 911 Ambulance Services	<u>\$119.60</u>
Year 3 - 911 Ambulance Services	<u>\$124.38</u>
Year 4 - 911 Ambulance Services	<u>\$129.36</u>
Year 5 - 911 Ambulance Services	<u>\$134.53</u>
Year 6 - 911 Ambulance Services	<u>\$150.00</u>
Year 7 - 911 Ambulance Services	<u>\$157.50</u>

### Fee Forgiveness Program for DeKalb

Compassionate care not only applies during the time of treatment but also applies after treatment. AMR understands the financial burden that patients face with an unexpected emergency ambulance transport. As a compassionate provider, AMR commits to implement a fee forgiveness program for DeKalb County residents that will forgive annually up to Seven Million Dollars (\$7,000,000.00). For a patient to qualify for the program, the patient must: (i) be a resident of DeKalb County and picked up in DeKalb County; (ii) be uninsured or underinsured; and (iii) meet AMR's compassionate care policy based on state poverty guidelines. We firmly believe that helping those in financial need after their time of medical need is the right thing to do.

**II. 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.

Draft 12/12/2024

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their

authorized representatives, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**METRO AMBULANCE SERVICES, INC.  
D/B/A AMERICAN MEDICAL RESPONSE**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Steven Dralle  
Region President

\_\_\_\_\_ **by Dir.(SEAL)**  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Brett Jovanovich  
VPO

\_\_\_\_\_  
BARBARA SANDERS-NORWOOD, CCC, CMC  
Clerk of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
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 \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of 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)

STATE OF GEORGIA  
COUNTY OF DEKALB

**AMENDMENT NO. 1  
TO  
CONTRACT NO. 1200066**

**THIS AMENDMENT** 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**, the Contractor provides emergency (911) ambulance services; and,

**WHEREAS**, Contractor has the equipment and vehicles necessary to provide DeKalb County with emergency medical transportation services; and

**WHEREAS**, County and Contractor have previously entered into a certain Contract dated December 31, 2019, (DeKalb County Contract No. 1200066) (hereinafter referred to as the “Agreement” or “Contract”) for Emergency Ambulance Services or DeKalb County, Georgia;

**WHEREAS**, the Contract expires on December 31, 2024; and,

**WHEREAS**, the County and the Contractor desire to amend that said contract to extend the contract term through June 30, 2026, as approved on \_\_\_\_\_ via Agenda Item 2024-\_\_\_\_\_.

**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, CONTRACT TERM. DELETE ARTICLE I, Paragraph A** in its entirety. **INSERT ARTICLE I, Paragraph A** as follows:

The Contractor shall commence the Work under this Agreement on December 31, 2019. As by O.C.G.A. § 36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2026, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**B. ARTICLE II, PAYMENT. DELETE ARTICLE II, PAYMENT**, in its entirety. **INSERT ARTICLE II, PAYMENT** as follows:

County shall pay Contractor an annual fee of up to four million eight hundred ninety-two thousand dollars (\$4,892,000.00) payable in monthly installments on the first of each month, starting January 1, 2025 (the “Annual Fee”). This financial subsidy Annual Fee payment is based on the Contractor meeting the unit hour daily minimum requirements as described herein. The Annual Fee payments shall be payable in equal monthly installments, unless the County subtracts penalties incurred by the Contractor for failing to meet response times as listed in APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia, II. SCOPE OF WORK, Paragraph H. RESPONSE.

Otherwise, during the period of this contract, the Contractor agrees that all fees other than the Annual Fee shall be from third parties, collected by Contractor. The Contractor

shall be responsible for the billing and collections of its services. The Contractor shall submit charges for all services to patient or patient's guarantor(s) in accordance with Attachment A, the Contractor's cost Proposal, consisting of 7 pages attached hereto and incorporated herein by reference, as escalated from time-to-time in the accordance with the contract. Amounts paid to the Contractor by third parties shall comply with and not exceed the amounts listed in Attachment A. Contractor's Cost Proposal, as escalated from time-to-time in accordance with the contract.

The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Dekalb County Governing Authority. Any change to this Annual Fee payment provision shall be by Change Order adopted and approved by the Dekalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**C. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph F. RESPONSE.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph F. RESPONSE,** as follows:

F. Proposers may submit a Fee Based System proposal to bill and collect based on a traditional fee for service model.

Submit a proposal that is similar to the traditional contracting relationship. Use the information found within the RFP as well as the Proposer's own experience and expertise to determine the appropriate number of unit hours needed to meet system demands. The Proposer will be expected to provide a complete "turnkey" operation capable of meeting the RFP's intent. The Proposer should include innovations and promote the Triple Aim of HealthCare: "Improving the patient experience of care (including quality and satisfaction), improving the health of

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Dispatches	DeKalb County
Bills and Collects	Contractor(s)
Assumes Risk of Non-Payment	Contractor(s)
Determines Number of Units in System	Contractor(s)
Determines Cost for System	Contractor(s)

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1. Contractor shall achieve daily minimum ambulance unit hours and respond to all patients according to the DeKalb County Unit Dispatch Criteria.

a) First, upon the execution of Amendment No. 1, (i) Contractor shall achieve a daily minimum of 524 ambulance unit hours by January 1, 2025; (ii) Contractor shall achieve a daily minimum of 548 ambulance unit hours by April 1, 2025; and (iii) Contractor shall achieve a daily minimum of 568 ambulance unit hours by July 1, 2025. The calculation of Contractor’s daily minimum ambulance unit hours shall not include any unit hours provided pursuant to the purchase of supplemental service and only include unit hours provided by Contractor and/or Contractor’s County-approved Subcontractor.



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Calls exceeding the aforementioned response time standards will be subject to penalties.

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## **N. PENALTIES FOR SUBSTANDARD PERFORMANCE**

### **1. Penalties Description**

- a) Contractor(s) Cannot Provide the Requested Supplemental Unit Hours – The Contractor(s) may incur penalties if they are not able to provide the number of unit hours requested by the County, or by any municipality through an enhancement of service. This penalty only applies to the purchase of unit hours for supplemental service. The Contractor(s) may be penalized for every whole hour they are not able to provide the number of requested unit hours, at a rate of one and one half times the unit hour cost. For example, if a unit is

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For example, if the County requests the maintenance records of a vehicle involved in an accident, and the Contractor does not provide the information within the agreed upon timeframe, a penalty of \$1,000 may be accrued per occurrence.

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**Table of Penalties**

Contractor(s) cannot provide the requested unit hours for supplemental services	# of Hours x (Unit hourly rate x (1.5)) = penalty per hour
Quarterly Response Time Compliance below 90th percentile of contracted performance measure	\$1000 per each whole percentage point below 90th percentile
Response Time Exceeds 29:59 for Priority 1-4	\$250 per occurrence
Response Time Exceeds 49:59 for Priority 5	\$250 per occurrence
Failure to Provide Requested Information	\$1000 per occurrence

**F. ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service”, in its entirety. INSERT ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service” as follows:**

**Response to Best and Final Offer  
ATTACHMENT A  
(Revised April 19, 2019)  
COST PROPOSAL FORM**

**I. Proposer:** The Unit Hourly Cost proposed shall be for the per unit cost for providing Supplemental Service. The Cost proposed shall include the total cost of providing all services included in the RFP response by the Proposer including all costs, direct and indirect, administrative costs, and all things necessary. For the purposes of the proposal, a unit hour is defined as an equipped and staffed ambulance on a response or waiting for a response for one hour.

**Unit Hourly Cost** shall be based upon the Bidder delivering unit hours that the County orders under the agreement. Costs shall be for services required by this RFP less billing/collections and dispatching. The Bidder shall propose only one Unit Hourly Cost. **Example;** *if bidder has three (3) BLS units operating 24 hours per day at \$10/hr. and three (3) ALS units operating 24 hours per day at \$20/hr. and one (1) 24/hr. field Supervisor at \$15/hr. the total number of system hours would be 168hrs. per 24/hr. shift. If the proposer's indirect and overhead costs are 10% of the actual the resulting unit hour cost would be \$115.50 per unit hour.*

Description	Unit Hourly Cost
Year 1 - 911 Ambulance Services	<u><del>\$11524.0082</del></u>
Year 2 - 911 Ambulance Services	<u><del>\$1129.606</del></u>
Year 3 - 911 Ambulance Services	<u><del>\$1324.2138</del></u>
Year 4 - 911 Ambulance Services	<u><del>\$13829.9836</del></u>
Year 5 - 911 Ambulance Services	<u><del>\$1343.4653</del></u>
Year 6 - 911 Ambulance Services	<u>\$150.00</u>
Year 7 - 911 Ambulance Services	<u>\$157.50</u>

### Fee Forgiveness Program for DeKalb

Compassionate care not only applies during the time of treatment but also applies after treatment. AMR understands the financial burden that patients face with an unexpected emergency ambulance transport. As a compassionate provider, AMR commits to implement a fee forgiveness program for DeKalb County residents that will forgive annually up to Seven Million Dollars (\$7,000,000.00). For a patient to qualify for the program, the patient must: (i) be a resident of DeKalb County and picked up in DeKalb County; (ii) be uninsured or underinsured; and (iii) meet AMR's compassionate care policy based on state poverty guidelines. We firmly believe that helping those in financial need after their time of medical need is the right thing to do.

**II. 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]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their

authorized representatives, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**METRO AMBULANCE SERVICES, INC.  
D/B/A AMERICAN MEDICAL RESPONSE**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Steven Dralle  
Region President

\_\_\_\_\_ **by Dir.(SEAL)**  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Brett Jovanovich  
VPO

\_\_\_\_\_  
BARBARA SANDERS-NORWOOD, CCC, CMC  
Clerk of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
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 \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with DeKalb County, a political subdivision of the State of 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)



STATE OF GEORGIA  
COUNTY OF DEKALB

**AMENDMENT NO. 1  
TO  
CONTRACT NO. 1200066**

**THIS AMENDMENT** 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**, the Contractor provides emergency (911) ambulance services; and,

**WHEREAS**, Contractor has the equipment and vehicles necessary to provide DeKalb County with emergency medical transportation services; and

**WHEREAS**, County and Contractor have previously entered into a certain Contract dated December 31, 2019, (DeKalb County Contract No. 1200066) (hereinafter referred to as the “Agreement” or “Contract”) for Emergency Ambulance Services or DeKalb County, Georgia;

**WHEREAS**, the Contract expires on December 31, 2024; and,

**WHEREAS**, the County and the Contractor desire to amend that said contract to extend the contract term through June 30, 2026, as approved on \_\_\_\_\_ via Agenda Item 2024-\_\_\_\_\_.

**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, CONTRACT TERM. DELETE ARTICLE I, Paragraph A** in its entirety. **INSERT ARTICLE I, Paragraph A** as follows:

The Contractor shall commence the Work under this Agreement on December 31, 2019. As by O.C.G.A. § 36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2026, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**B. ARTICLE II. PAYMENT. DELETE ARTICLE II. PAYMENT**, in its entirety. **INSERT ARTICLE II, PAYMENT** as follows:

County shall pay Contractor an annual fee of up to four million eight hundred ninety-two thousand dollars (\$4,892,000.00) payable in monthly installments on the first of each month, starting January 1, 2025 (the "Annual Fee"). This financial subsidy Annual Fee payment is based on the Contractor meeting the unit hour daily minimum requirements as described herein. The Annual Fee payments shall be payable in equal monthly installments, unless the County subtracts penalties incurred by the Contractor for failing to meet response times as listed in APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia, II. SCOPE OF WORK, Paragraph H. RESPONSE.

Otherwise, during the period of this contract, the Contractor agrees that all fees other than the Annual Fee shall be from third parties, collected by Contractor. The Contractor

shall be responsible for the billing and collections of its services. The Contractor shall submit charges for all services to patient or patient's guarantor(s) in accordance with Attachment A, the Contractor's cost Proposal, consisting of 7 pages attached hereto and incorporated herein by reference, as escalated from time-to-time in the accordance with the contract. Amounts paid to the Contractor by third parties shall comply with and not exceed the amounts listed in Attachment A. Contractor's Cost Proposal, as escalated from time-to-time in accordance with the contract.

The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Dekalb County Governing Authority. Any change to this Annual Fee payment provision shall be by Change Order adopted and approved by the Dekalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**C. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph F. RESPONSE.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph F. RESPONSE,** as follows:

F. Proposers may submit a Fee Based System proposal to bill and collect based on a traditional fee for service model.

Submit a proposal that is similar to the traditional contracting relationship. Use the information found within the RFP as well as the Proposer's own experience and expertise to determine the appropriate number of unit hours needed to meet system demands. The Proposer will be expected to provide a complete "turnkey" operation capable of meeting the RFP's intent. The Proposer should include innovations and promote the Triple Aim of HealthCare: "Improving the patient experience of care (including quality and satisfaction), improving the health of

populations, and reducing the per capita cost of health care, as well as ‘out of the box’ thinking that will lower the cost to the County and the patient.” The Contractor(s) will provide a complete breakdown of all the charges and the amounts for each charge to arrive at an average charge per transport. The Contractor(s) will assume 100% of the liability for response times, unit hours, billing and collection and risk of non-payment.

Dispatches	DeKalb County
Bills and Collects	Contractor(s)
Assumes Risk of Non-Payment	Contractor(s)
Determines Number of Units in System	Contractor(s)
Determines Cost for System	Contractor(s)

**D. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph H. RESPONSE, Subpart 1. in its entirety. INSERT II. SCOPE OF WORK, Paragraph H. RESPONSE, Subpart 1. as follows:**

1. Contractor shall achieve daily minimum ambulance unit hours and respond to all patients according to the DeKalb County Unit Dispatch Criteria.

a) First, upon the execution of Amendment No. 1, (i) Contractor shall achieve a daily minimum of 524 ambulance unit hours by January 1, 2025; (ii) Contractor shall achieve a daily minimum of 548 ambulance unit hours by April 1, 2025; and (iii) Contractor shall achieve a daily minimum of 568 ambulance unit hours by July 1, 2025. The calculation of Contractor’s daily minimum ambulance unit hours shall not include any unit hours provided pursuant to the purchase of supplemental service and only include unit hours provided by Contractor and/or Contractor’s County-approved Subcontractor.

Contractor's failure to achieve the required, above-listed daily minimum ambulance unit hours shall result in a reduction of the monthly installment of the Annual Fee payment by one hundred fifty dollars (\$150.00) for each hour below the daily minimum.

b) Unit Dispatch Criteria is attached as Exhibit 1 to the RFP. Contractor(s) shall respond to calls to the 90<sup>th</sup> percentile mark, as follows:

i) Priority One (1) Highest Level of Emergency response with an expected response time of 10:59 or less;

ii) Priority Two (2) and Priority Three (3) emergency calls with an expected response time of 14:59 seconds or less;

iii) Priority Four (4) emergency calls with an expected response time of 20:59 seconds or less; and

iv) Priority Five (5) emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less.

Calls exceeding the aforementioned response time standards will be subject to penalties.

**E. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph N. RESPONSE, Subpart 1. in its entirety. INSERT II. SCOPE OF WORK, Paragraph N. RESPONSE, Subpart 1. as follows:**

## **N. PENALTIES FOR SUBSTANDARD PERFORMANCE**

### **1. Penalties Description**

- a) Contractor(s) Cannot Provide the Requested Supplemental Unit Hours – The Contractor(s) may incur penalties if they are not able to provide the number of unit hours requested by the County, or by any municipality through an enhancement of service. This penalty only applies to the purchase of unit hours for supplemental service. The Contractor(s) may be penalized for every whole hour they are not able to provide the number of requested unit hours, at a rate of one and one half times the unit hour cost. For example, if a unit is

scheduled to go in service at 1000 hours and does not go in service until 1230 hours, the Contractor may incur a penalty of the following:

$$(2 \text{ whole hours}) \text{ times } (\text{unit hour cost} \times 1.5) = \text{penalty}$$

- b) Quarterly Response Time Compliance below 90th percentile (industry standard) of contracted performance measure - Contractor shall respond to all patients according to the DeKalb County Unit Dispatch Criteria. Contractor shall respond to: a) Priority One (1) Highest Level of Emergency response with an expected response time of 10:59 or less; b) Priority Two (2) and Priority Three (3) emergency calls with an expected response time of 14:59 seconds or less; c) Priority Four (4) emergency calls with an expected response time of 20:59 seconds or less; and d) Priority Five (5) emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less.
- c) Contractor shall pay County a penalty for each Quarter in which it has failed to meet the applicable Standard at least 90% of time for two separate categories. The Parties hereby agree and acknowledge that all calls are presumed to be emergency calls when received in the County's 911 center, the dispatch of an ambulance or other resource is in response to a presumed emergency, and the title of the categories should not be read to indicate any other interpretation and/or understanding. The first category, "Emergent Performance", will include Priority 1, 2 and 3 calls while the second category, "NonEmergent Performance" will include Priority 4 and 5 calls. In making such calculations for the "Emergent Performance" category, the 90<sup>th</sup> percentile performance will be measured for priority 1 calls for a response time of 10:59 or less and the 90<sup>th</sup> percentile performance will be measured for priority 2 and 3 calls for a response time of 14:59 seconds or less. The two 90<sup>th</sup> percentiles will be averaged to create the performance for the first category "Emergent Performance" which penalties will be assessed upon. In making such calculations for the "NonEmergent Performance" category, the 90<sup>th</sup> percentile performance will be measured for priority 4 calls for a response time of 20:59 or less and the 90<sup>th</sup> percentile performance will be measured for priority 5 calls for a response time of 29:59 seconds or less. The two 90<sup>th</sup> percentiles will be averaged to create the performance for the second category "Non Emergent Performance" which penalties will be assessed upon.
- d) For each and every percentage point under the 90<sup>th</sup> percentile of each category (Emergent Performance and NonEmergent Performance), the County may impose a penalty of \$1,000.
- e) Failure to Provide Requested Information within the Time Agreed Upon - The Contractor(s) may incur penalties if the County requests information that is not provided within a timeframe agreed upon by both parties including but not limited to: reports, complaint resolution, personnel issues, deployment model, staffing roster, maintenance records, licensing, and/or any other deliverable noted in this RFP.

For example, if the County requests the maintenance records of a vehicle involved in an accident, and the Contractor does not provide the information within the agreed upon timeframe, a penalty of \$1,000 may be accrued per occurrence.

2. Exceptions from Response Time Requirements

At the County’s sole discretion, response time requirements, as outlined in this agreement, may be excepted, suspended or altered for an appropriate period of time by the Director of Public Safety, or the Director’s designee. Contractor’s reasonable request for exceptions, the suspension and/or altered response time requirements shall not be unreasonably denied by the County. The exception to, suspension and/or altered response times may be due to a variety of reasons, which include, but are not limited to:

- a) Disaster situations
- b) Extreme weather conditions
- c) Out-of-service area requests
- d) Incorrect information received by Contractor from the DeKalb E911 Center
- e) Cancelled calls
- f) Second unit response to scene
- g) Normal access denied situations (bridge out, train crossing, road closing, if not identified by the Georgia Department of Transportation
- h) Any significant changes(s) in response location initiated by the caller or dispatch agency, which directly affect the unit's ability to meet the response time requirement.
- i) When the dispatched ambulance is out of the Service Area on a mutual aid response.
- j) Responses during an unpredictable system overload period. Overload shall be defined as when the number of requests for service exceeds the 90<sup>th</sup> percentile for the same hour and day of the week during the current performance quarter. When the system is in a period of overload, all non-compliant calls during that period shall be automatically exempted.

**Table of Penalties**

Contractor(s) cannot provide the requested unit hours for supplemental services	# of Hours x (Unit hourly rate x (1.5)) = penalty per hour
Quarterly Response Time Compliance below 90th percentile of contracted performance measure	\$1000 per each whole percentage point below 90th percentile
Response Time Exceeds 29:59 for Priority 1-4	\$250 per occurrence
Response Time Exceeds 49:59 for Priority 5	\$250 per occurrence
Failure to Provide Requested Information	\$1000 per occurrence

**F. ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service”, in its entirety. INSERT ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service” as follows:**

**Response to Best and Final Offer  
ATTACHMENT A  
(Revised April 19, 2019)  
COST PROPOSAL FORM**

**I. Proposer:** The Unit Hourly Cost proposed shall be for the per unit cost for providing Supplemental Service. The Cost proposed shall include the total cost of providing all services included in the RFP response by the Proposer including all costs, direct and indirect, administrative costs, and all things necessary. For the purposes of the proposal, a unit hour is defined as an equipped and staffed ambulance on a response or waiting for a response for one hour.

**Unit Hourly Cost** shall be based upon the Bidder delivering unit hours that the County orders under the agreement. Costs shall be for services required by this RFP less billing/collections and dispatching. The Bidder shall propose only one Unit Hourly Cost. **Example;** *if bidder has three (3) BLS units operating 24 hours per day at \$10/hr. and three (3) ALS units operating 24 hours per day at \$20/hr. and one (1) 24/hr. field Supervisor at \$15/hr. the total number of system hours would be 168hrs. per 24/hr. shift. If the proposer's indirect and overhead costs are 10% of the actual the resulting unit hour cost would be \$115.50 per unit hour.*



Description	Unit Hourly Cost
Year 1 - 911 Ambulance Services	<u>\$124.82</u>
Year 2 - 911 Ambulance Services	<u>\$129.66</u>
Year 3 - 911 Ambulance Services	<u>\$134.21</u>
Year 4 - 911 Ambulance Services	<u>\$138.98</u>
Year 5 - 911 Ambulance Services	<u>\$143.46</u>
Year 6 - 911 Ambulance Services	<u>\$150.00</u>
Year 7 - 911 Ambulance Services	<u>\$157.50</u>

### **Fee Forgiveness Program for DeKalb**

Compassionate care not only applies during the time of treatment but also applies after treatment. AMR understands the financial burden that patients face with an unexpected emergency ambulance transport. As a compassionate provider, AMR commits to implement a fee forgiveness program for DeKalb County residents that will forgive annually up to Seven Million Dollars (\$7,000,000.00). For a patient to qualify for the program, the patient must: (i) be a resident of DeKalb County and picked up in DeKalb County; (ii) be uninsured or underinsured; and (iii) meet AMR's compassionate care policy based on state poverty guidelines. We firmly believe that helping those in financial need after their time of medical need is the right thing to do.

**II. 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.

Draft 10/15/2024

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their

authorized representatives, on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**METRO AMBULANCE SERVICES, INC.  
D/B/A AMERICAN MEDICAL RESPONSE**

**DEKALB COUNTY, GEORGIA**

By: \_\_\_\_\_  
Steven Dralle  
Region President

\_\_\_\_\_ by Dir.(SEAL)  
MICHAEL L. THURMOND  
Chief Executive Officer  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Brett Jovanovich  
VPO

\_\_\_\_\_  
BARBARA SANDERS-NORWOOD, CCC, CMC  
Clerk of the Chief Executive Officer  
And Board of Commissioners of  
DeKalb County, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
County Attorney Signature

\_\_\_\_\_  
County Attorney Name (Typed or Printed)

EXCERPTS FROM THE  
PROPOSED AMENDMENT TO  
CONTRACT NO. 1200066  
FOR EMERGENCY AMBULANCE SERVICES  
AND CORRESPONDING  
EXCERPTS FROM THE ORIGINAL CONTRACT

## **PROPOSED AMENDMENT PARAGRAPHS A & B**

### **A. AMENDMENT TO ARTICLE I. DELETE ARTICLE 1, PARAGRAPH A.**

**A. ARTICLE I, CONTRACT TERM. DELETE ARTICLE I, Paragraph A** in its entirety. **INSERT ARTICLE I, Paragraph A** as follows:

The Contractor shall commence the Work under this Agreement on December 31, 2019. As by O.C.G.A. § 36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on June 30, 2026, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### **B. AMENDMENT TO ARTICLE II. PAYMENT. DELETE ARTICLE II. PAYMENT**

**B. ARTICLE II. PAYMENT. DELETE ARTICLE II. PAYMENT**, in its entirety. **INSERT ARTICLE II, PAYMENT** as follows:

County shall pay Contractor an annual fee of up to four million eight hundred ninety-two thousand dollars (\$4,892,000.00) payable in monthly installments on the first of each month, starting January 1, 2025 (the “Annual Fee”). This financial subsidy Annual Fee payment is based on the Contractor meeting the unit hour daily minimum requirements as described herein. The Annual Fee payments shall be payable in equal monthly installments, unless the County subtracts penalties incurred by the Contractor for failing to meet response times as listed in APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia, II. SCOPE OF WORK, Paragraph H. RESPONSE.

Otherwise, during the period of this contract, the Contractor agrees that all fees other than the Annual Fee shall be from third parties, collected by Contractor. The Contractor shall be responsible for the billing and collections of its services. The Contractor shall submit charges for all services to patient or patient's guarantor(s) in accordance with Attachment A, the Contractor's cost Proposal, consisting of 7 pages attached hereto and incorporated herein by reference, as escalated from time-to-time in the accordance with the contract. Amounts paid to the Contractor by third parties shall comply with and not exceed the amounts listed in Attachment A. Contractor's Cost Proposal, as escalated from time-to-time in accordance with the contract.

The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Dekalb County Governing Authority. Any change to this Annual Fee payment provision shall be by Change Order adopted and approved by the Dekalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**EXCERPTS FROM CONTRACT NO. 1200066**

**for Emergency Ambulance Services**

**From Pages 1 & 2**

***\*See Article I. CONTRACT TERM***

***&***

***Article II. PAYMNET***

**TO BE REPLACED BY**

**PROPOSED AMENDMENT PARAGRAPHS A & B respectively**

**AGREEMENT FOR PROFESSIONAL SERVICES**

**DEKALB COUNTY, GEORGIA**

**THIS AGREEMENT** made as of this 31st day of December, 2019, (hereinafter called the "execution date") 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 Delaware, with offices in Stone Mountain, Georgia (hereinafter referred to as "Contractor"), shall constitute the terms and conditions under which the Contractor shall provide Emergency Ambulance Services for DeKalb County, Georgia.

**WHEREAS**, the Contractor provides emergency (911) ambulance services and billing and collections of ambulance transport and non-transport accounts; and

**WHEREAS**, DeKalb County, through its Department of Fire Rescue Services, desires to outsource its emergency medical transportation services; and,

**WHEREAS**, Contractor desires to provide emergency (911) ambulance services and billing and collections of ambulance transport and non-transport accounts to DeKalb County; and,

**WHEREAS**, Contractor has the equipment and vehicles necessary to provide DeKalb County with emergency medical transportation services; and

**WHEREAS**, Contractor will provide all billing and collections for the services rendered under the contract;

**WITNESSETH**: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract on December 31, 2019. As required by O.C.G.A §36-60-13, this Contract shall (i) terminate without further obligation on the part of the County each and every December 31<sup>st</sup>, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, unless terminated in accordance with the termination provisions of this Contract; and (iii) terminate absolutely, with no further renewals, on December 31, 2024, unless extended by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

**ARTICLE II. PAYMENT**

During the period of this contract, the County shall not pay any fees to Contractor for any services that are provided to the County. The Contractor agrees that it will not seek at any time any reimbursement for fees from the County. All fees shall be from third parties, collected by Contractor. The Contractor shall be responsible for the billing and collections of its services. The Contractor shall submit charges for all services to the patient or patient's guarantor(s) in accordance with Attachment A, the Contractor's Cost Proposal, consisting of 7 pages attached hereto and incorporated herein by reference. Amounts paid to the Contractor by third parties shall comply with and not exceed the amounts listed in Attachment A, Contractor's Cost Proposal.

The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted



and approved by the DeKalb County Governing Authority. Any change to this payment provision shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

### **ARTICLE III. STATEMENT OF WORK**

The Contractor agrees to provide all emergency ambulance services in accordance with the County's Request for Proposals (RFP) No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia, attached hereto as Appendix I and incorporated herein by reference, and the Contractor's response thereto, attached hereto as Appendix II and incorporated herein by reference.

### **ARTICLE IV. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The County shall in no way be held liable for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract. The County may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the County unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the County written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the County. No extra cost or extension of time shall be allowed unless approved by the County and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The County shall not be liable for payment for any work performed under this section which has not first been approved in writing by the County in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the County. The Contractor agrees that the County may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the County on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The County shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with County funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The County also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the County or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the County.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the County. If the County consents to any such assignment or transfer, then the Contractor binds itself, its partners,

**PROPOSED AMENDMENT PARAGRAPH C**

**C. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph F. RESPONSE.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph F. RESPONSE,** as follows:

F. Proposers may submit a Fee Based System proposal to bill and collect based on a traditional fee for service model.

Submit a proposal that is similar to the traditional contracting relationship. Use the information found within the RFP as well as the Proposer’s own experience and expertise to determine the appropriate number of unit hours needed to meet system demands. The Proposer will be expected to provide a complete “turnkey” operation capable of meeting the RFP’s intent. The Proposer should include innovations and promote the Triple Aim of HealthCare: “Improving the patient experience of care (including quality and satisfaction), improving the health of populations, and reducing the per capita cost of health care, as well as ‘out of the box’ thinking that will lower the cost to the County and the patient.” The Contractor(s) will provide a complete breakdown of all the charges and the amounts for each charge to arrive at an average charge per transport. The Contractor(s) will assume 100% of the liability for response times, unit hours, billing and collection and risk of non-payment.

Dispatches	DeKalb County
Bills and Collects	Contractor(s)
Assumes Risk of Non-Payment	Contractor(s)
Determines Number of Units in System	Contractor(s)
Determines Cost for System	Contractor(s)

**EXCERPTS FROM CONTRACT NO. 120066**

**for Emergency Ambulance Services**

**From Pages 92 & 93**

***\*See Paragraph F***

**TO BE REPLACED BY  
PROPOSED AMENDMENT PARAGRAPH C**

The Contractor(s) shall provide the following dedicated personnel (*titles are for demonstrative purposes only*)

1. Field Supervisors who will manage the day to day field operations.
2. Operations Director to oversee and be responsible for the overall functioning of emergency ambulance service.
3. Finance Manager to oversee the financial performance of the ambulance operations.
4. Health, Safety, Risk Management Specialist to be responsible for the development and maintenance of a comprehensive health, safety, and risk management programs.
5. Medical Director to oversee the Contractor(s)'s clinical performance and be responsible for the facilitating the procurement and oversight of pharmaceuticals used in delivering service including controlled substances.
6. Quality Improvement & Education Coordinator to be responsible for the medical quality assurance evaluation of all services provided pursuant to RFP.

The County may issue exclusive operating rights to one or more private ambulance provider(s), along with the privilege to bill individuals for services rendered within the County. Traditionally, the County does not pay the provider for ambulance services directly.

- C. The County desires to have the maximum level of flexibility with regard to deployment and contracting for services.
- D. The Contractor(s) agrees to provide DeKalb County and its municipal partners the ability to enhance their level of service. The enhancement may take the form of dedicated units for an area to be agreed upon by the entity or entities funding the enhancement.
- E. All costs submitted in response to this RFP will be for one year. Subsequent years after the first year will be re-evaluated periodically. Fees for service shall increase at a rate of 4% on January 1<sup>st</sup> of the full consecutive year after the signing of the contract for services, unless the inflation rate for medical care as defined by the U.S. Bureau of Labor Statistics increases by a rate greater than 4% from the previous year. If the increase of inflation is greater than 4%, the rate increase will be commensurate up to an annual cap of 10%.
- F. Proposers may submit a Fee Based System proposal to bill and collect based on a traditional fees for services model.

Submit a proposal that is similar to the traditional contracting relationship. Use the information found within the RFP as well as the Proposer's own experience and expertise to determine the appropriate number of unit hours needed to meet system demands. The Proposer will be expected to provide a complete "turnkey" operation capable of meeting the RFP's intent. The Proposer should include innovations and promote the Triple Aim of HealthCare: "Improving the patient experience of care (including quality and satisfaction), improving the health of populations, and reducing the per capita cost of health care, as well as 'out of the box' thinking that will lower the cost to the County and the patient."

This is known as a “fee based” system without subsidy. The Contractor(s) must be capable of providing the services they proposed in the RFP at the rates they provided in their Cost Proposal. The Contractor(s) will provide a complete breakdown of all charges and the amounts for each charge to arrive at an average charge per transport. The Contractor(s) will assume 100% of the liability for response times, unit hours, billing and collection and risk of non-payment.

Dispatches	DeKalb County
Bills and Collects	Contractor(s)
Assumes Risk of Non-Payment	Contractor(s)
Determines Number of Units in System	Contractor(s)
Determines Cost for System	Contractor(s)

**G. MINIMUM QUALIFICATIONS.**

Proposer must meet the following minimum qualifications to be considered for award. Proposer shall provide a narrative with the technical proposal that addresses each requirement below.

1. Minimum Experience

Proposer must have been operating an ambulance transportation service continuously providing ALS emergency services for a minimum of three (3) years in the last five (5) years. For the purposes of this RFP gurney/wheelchair services will not be considered “ambulance transport”.

Proposer must have been providing ambulance transportation services to a population of at least 100,000 for a period of three (3) years in the last five (5) years. Proposers who provides services to less than a population of 100,000 in a single location but provide services in multiple locations with a combined population of 100,000 or more will be eligible for this RFP. If a joint venture between one or more organizations is submitting the Proposal, population density may be combined to meet the minimum requirement.

2. Organizational Disclosures:

Proposer must be a single legally established entity, but there are no preclusions of multiple organizations forming an entity to respond to this RFP. If such a “joint venture” is proposing on this RFP, questions regarding experience, organizational structure, financial

## **PROPOSED AMENDMENT PARAGRAPH D**

**D. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph H. RESPONSE, Subpart 1.** in its entirety. **INSERT II. SCOPE OF WORK, Paragraph H. RESPONSE, Subpart 1.** as follows:

1. Contractor shall achieve daily minimum ambulance unit hours and respond to all patients according to the DeKalb County Unit Dispatch Criteria.

a) First, upon the execution of Amendment No. 1, (i) Contractor shall achieve a daily minimum of 524 ambulance unit hours by January 1, 2025; (ii) Contractor shall achieve a daily minimum of 548 ambulance unit hours by April 1, 2025; and (iii) Contractor shall achieve a daily minimum of 568 ambulance unit hours by July 1, 2025. The calculation of Contractor's daily minimum ambulance unit hours shall not include any unit hours provided pursuant to the purchase of supplemental service and only include unit hours provided by Contractor and/or Contractor's County-approved Subcontractor.

Contractor's failure to achieve the required, above-listed daily minimum ambulance unit hours shall result in a reduction of the monthly installment of the Annual Fee payment by one hundred fifty dollars (\$150.00) for each hour below the daily minimum.

b) Unit Dispatch Criteria is attached as Exhibit 1 to the RFP. Contractor(s) shall respond to calls to the 90<sup>th</sup> percentile mark, as follows:

i) Priority One (1) Highest Level of Emergency response with an expected response time of 10:59 or less;

ii) Priority Two (2) and Priority Three (3) emergency calls with an expected response time of 14:59 seconds or less;

iii) Priority Four (4) emergency calls with an expected response time of 20:59 seconds or less; and

iv) Priority Five (5) emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less.

Calls exceeding the aforementioned response time standards will be subject to penalties.

**EXCERPTS FROM CONTRACT NO. 1200066**

**for Emergency Ambulance Services**

**From Page 96**

***\*See Paragraph H. RESPONSE***

**TO BE REPLACED BY  
PROPOSED AMENDMENT PARAGRAPH D**

## I. Demonstrated High Level Clinical Care

The Proposer must provide documentation of its demonstrated ability to provide high-level clinical care. Documentation may include descriptions of clinical sophistication and high levels of performance in systems in which it operates. The organization should describe how it ensures consistent, high quality clinical care and how it is able to verify and document its clinical competency and performance improvement activities. This should include clinical protocol compliance, skills verification, training methodology and minimum commitments per provider including systematic assessment of EMS core performance metrics and clinical guidelines.

## H. RESPONSE

Contractor(s) shall have response ready 120% of the peak hour ambulances required per the EMS RFP.

1. Contractor shall respond to all patients according to the DeKalb County Unit Dispatch Criteria. Unit Dispatch Criteria is attached as Exhibit 1 to the RFP. Contractor(s) shall respond to:
  - a) Priority One (1), Priority Two (2), and Priority Three (3) emergency calls with an expected response time of 11:59 seconds or less, to the 90<sup>th</sup> percentile mark.
  - b) Priority Four (4) emergency calls with an expected response time of 14:59 seconds or less, to the 90<sup>th</sup> percentile mark. .
  - c) Priority Five (5) non-emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less, to the time 90<sup>th</sup> percentile mark. .

Calls exceeding the aforementioned response time standards will be subject to penalties.

2. Contractor(s) shall have response ready 120% of the peak hour ambulances required per the EMS RFP.
3. Contractor(s) shall respond to all calls, without delay, with the closest available appropriate unit when dispatched by the DeKalb County Communications 911 Center. *All response times, measured in seconds and not whole minutes, shall be calculated starting at the moment the Contractor's unit receives the dispatch via notification by the CAD until the time the Contractor arrives on scene with a fully functional and fully staffed Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance as first noted in the CAD by automatic entry (Geolocation). In the absence of Geolocation, either by manual entry by E911 personnel, or manual entry by ambulance personnel.*
4. Contractor(s)'s ambulances and personnel will be dispatched and monitored by the County's dispatch center. Contractor(s) shall also be responsible for monitoring ambulances and personnel; however, the County will provide dispatch services.



## **PROPOSED AMENDMENT PARAGRAPH E.**

**E. APPENDIX I, Request for Proposals No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE II. SCOPE OF WORK, Paragraph N. RESPONSE, Subpart 1. in its entirety. INSERT II. SCOPE OF WORK, Paragraph N. RESPONSE, Subpart 1. as follows:**

### **N. PENALTIES FOR SUBSTANDARD PERFORMANCE**

#### **1. Penalties Description**

- a) Contractor(s) Cannot Provide the Requested Supplemental Unit Hours – The Contractor(s) may incur penalties if they are not able to provide the number of unit hours requested by the County, or by any municipality through an enhancement of service. This penalty only applies to the purchase of unit hours for supplemental service. The Contractor(s) may be penalized for every whole hour they are not able to provide the number of requested unit hours, at a rate of one and one half times the unit hour cost. For example, if a unit is scheduled to go in service at 1000 hours and does not go in service until 1230 hours, the Contractor may incur a penalty of the following:

$$(2 \text{ whole hours}) \text{ times } (\text{unit hour cost} \times 1.5) = \text{penalty}$$

- b) Quarterly Response Time Compliance below 90th percentile (industry standard) of contracted performance measure - Contractor shall respond to all patients according to the DeKalb County Unit Dispatch Criteria. Contractor shall respond to: a) Priority One (1) Highest Level of Emergency response with an expected response time of 10:59 or less; b) Priority Two (2) and Priority Three (3) emergency calls with an expected response time of 14:59 seconds or less; c) Priority Four (4) emergency calls with an expected response time of 20:59 seconds or less; and d) Priority Five (5) emergency calls, which shall not include inter-facility or critical care transport, with an expected response time of 29:59 seconds or less.
- c) Contractor shall pay County a penalty for each Quarter in which it has failed to meet the applicable Standard at least 90% of time for two separate categories. The Parties hereby agree and acknowledge that all calls are presumed to be emergency calls when received in the County's 911 center, the dispatch of an ambulance or other resource is in response to a presumed emergency, and the title of the categories should not be read to indicate any other interpretation and/or understanding. The first category, "Emergent Performance", will include Priority 1, 2 and 3 calls while the second category, "NonEmergent Performance" will include Priority 4 and 5 calls. In making such calculations for the "Emergent Performance" category, the 90<sup>th</sup> percentile performance will be measured for priority 1 calls for a response time of 10:59 or less and the 90<sup>th</sup> percentile performance will be measured for priority 2 and 3 calls for a response time of 14:59 seconds or less. The two 90<sup>th</sup> percentiles will be averaged to create the performance for the first category "Emergent

Performance” which penalties will be assessed upon. In making such calculations for the “NonEmergent Performance” category, the 90<sup>th</sup> percentile performance will be measured for priority 4 calls for a response time of 20:59 or less and the 90<sup>th</sup> percentile performance will be measured for priority 5 calls for a response time of 29:59 seconds or less. The two 90<sup>th</sup> percentiles will be averaged to create the performance for the second category “Non Emergent Performance” which penalties will be assessed upon.

- d) For each and every percentage point under the 90<sup>th</sup> percentile of each category (Emergent Performance and NonEmergent Performance), the County may impose a penalty of \$1,000.
- e) Failure to Provide Requested Information within the Time Agreed Upon - The Contractor(s) may incur penalties if the County requests information that is not provided within a timeframe agreed upon by both parties including but not limited to: reports, complaint resolution, personnel issues, deployment model, staffing roster, maintenance records, licensing, and/or any other deliverable noted in this RFP.

For example, if the County requests the maintenance records of a vehicle involved in an accident, and the Contractor does not provide the information within the agreed upon timeframe, a penalty of \$1,000 may be accrued per occurrence.

## 2. Exceptions from Response Time Requirements

At the County’s sole discretion, response time requirements, as outlined in this agreement, may be excepted, suspended or altered for an appropriate period of time by the Director of Public Safety, or the Director’s designee. Contractor’s reasonable request for exceptions, the suspension and/or altered response time requirements shall not be unreasonably denied by the County. The exception to, suspension and/or altered response times may be due to a variety of reasons, which include, but are not limited to:

- a) Disaster situations
- b) Extreme weather conditions
- c) Out-of-service area requests
- d) Incorrect information received by Contractor from the DeKalb E911 Center
- e) Cancelled calls
- f) Second unit response to scene
- g) Normal access denied situations (bridge out, train crossing, road closing, if not identified by the Georgia Department of Transportation
- h) Any significant changes(s) in response location initiated by the caller or dispatch agency, which directly affect the unit's ability to meet the response time requirement.
- i) When the dispatched ambulance is out of the Service Area on a mutual aid response.
- j) Responses during an unpredictable system overload period. Overload shall be defined as when the number of requests for service exceeds the 90<sup>th</sup> percentile for the same hour and day of the week during the current performance quarter. When the system is in a period of overload, all non-compliant calls during that period shall be automatically exempted.

### Table of Penalties

Contractor(s) cannot provide the requested unit hours for supplemental services	# of Hours x (Unit hourly rate x (1.5)) = penalty per hour
Quarterly Response Time Compliance below 90th percentile of contracted performance measure	\$1000 per each whole percentage point below 90th percentile
Response Time Exceeds 29:59 for Priority 1-4	\$250 per occurrence
Response Time Exceeds 49:59 for Priority 5	\$250 per occurrence
Failure to Provide Requested Information	\$1000 per occurrence

**EXCERPTS FROM CONTRACT NO. 1200066**

**for Emergency Ambulance Services**

**From Pages 104 - 106**

***\*See Paragraph N. RESPONSE, subpart 1***

**TO BE REPLACED BY**

**PROPOSED AMENDMENT PARAGRAPH E**

- a) Provide Mobile Data Terminal (MDT) in each ambulance and field supervisor unit must meet specifications of the DCFR (see Exhibit 4).
- b) Provide Equipment must be Advanced Vehicle Locator (AVL) equipped and compatible with the County Computer Aided Dispatch (CAD) system.
- c) Be responsible for procuring modems for CAD interior commercially-available data modems (CAD to Mobile/Mobile to CAD connectivity) for each ambulance.
- d) Fund CAD Mobile licenses for each unit.

The County's current CAD system is provided by *Central Square*. The County will assist the Contractor(s) with Mobile software installation and configuration.

22. Contractor(s) must adhere to the County's Computer System Usage Policy (see Exhibit 5, Innovation and Technology Information Security Policy).

23. Contractor(s) shall be responsible for ensuring appropriate security of said radio equipment and also reporting to the Communication Supervisor any loss of said equipment immediately. Contractor(s) shall immediately replace any lost radio equipment.

**N. PENALTIES FOR SUBSTANDARD PERFORMANCE**

**1. Penalties Description**

- a) Contractor(s) Cannot Provide the Requested Supplemental Unit Hours – The Contractor(s) may incur penalties if they are not able to provide the amount of unit hours requested by the County, or by any municipality through an enhancement of service. This penalty only applies to the purchase of unit hours for supplemental service. The Contractor(s) may be penalized for every whole hour they are not able to provide the number of requested unit hours, at a rate of one and one half times the unit hour cost. For example, if a unit is scheduled to go in service at 1000 hours and does not go in service until 1230 hours, the Contractor may incur a penalty of the following:

$$(2 \text{ whole hours}) \text{ times } (\text{unit hour cost} \times 1.5) = \text{penalty}$$

- b) Quarterly Response Time Compliance below 90th percentile (industry standard) of contracted performance measure - The Contractor(s) may incur penalties if the 90th percentile response time for any of the priorities (measured quarterly) falls below the contracted performance measure (referenced above in Section G. Response). For each and every percentage point under the 90th percentile contracted performance measure, the County may impose a penalty of \$1,000. Percentage points will be rounded to the first decimal point: 89.4% will be rounded down to 89%, and 89.5% will be rounded up to 90%.

The industry standard of 90th Percentile will be calculated and computed utilizing a two-step process within the Microsoft excel software.

Step 1: Response times will be exported from the County's CAD system. Utilizing the "Quartile" function in Microsoft Excel, outliers will be identified. Outliers are points that are distant from the remaining response times that could potentially skew or bias any analysis performed on the dataset. Interquartile Range Outlier detection method will be used to exclude outliers. Interquartile Range is the difference between the third quartile and the first quartile. Outliers are any data point higher than 1.5 the Interquartile Range above the third quartile. The function to be used is: = QUARTILE(array, 3) + 1.5\*( QUARTILE(array, 3)- QUARTILE(array, 1)) where the array is the range of cells containing the date to be computed.

Step 2: The resulting range of response times will be entered into Microsoft Excel utilizing the "percentile" function to calculate the 90th Percentile. The function to be used is: =PERCENTILE.EXC(array,.9) where the array is the range of cells containing the date to be computed.

Therefore, for example, if the contracted performance measure for Priority 1-3 is 11:59 seconds, and the Contractor(s)'s quarterly performance demonstrates that they meet the 11:59 seconds at the 86.3 percentile, then the penalty will be calculated as follows:

$$90^{\text{th}} \text{ percentile minus } 86^{\text{th}} \text{ percentile} = 4$$

$$4 \text{ times } \$1000 = \$4000 \text{ penalty for the quarter for Priority 1-3 response}$$

*\*Note\** The same methodology applies to Priority 4 and 5 contracted performance measures.

- c) Response Time Exceeds 29:59 for Priority 1-4 – The Contractor(s) may incur penalties for each emergency response greater than 29 minutes and 59 seconds that does not have an acceptable reason for the delay, as determined by the County. The County may impose an immediate penalty of \$250 per response for failure to maintain compliance. As noted in Section II. Scope of Work, G. Response, 2, ***all response times, measured in seconds and not whole minutes, shall be calculated starting at the moment the Contractor's unit receives the dispatch via notification by the CAD until the time the Contractor arrives on scene with a fully functional and fully staffed Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance as first noted in the CAD by automatic entry (Geolocation). In the absence of Geolocation, either by manual entry by E911 personnel, or manual entry by ambulance personnel.***

For example, the Contractor takes 31 minutes and 20 seconds to arrive on scene of a Priority 1 call. The County may impose an immediate \$250 penalty.

- d) Response Time Exceeds 49:59 for Priority 5 - The Contractor(s) may incur penalties for each emergency response greater than 49 minutes and 59 seconds that does not have

an acceptable reason for the delay. The County may impose an immediate penalty of \$250 per response for failure to maintain compliance.

For example, the Contractor may take 50 minutes and 0 seconds to arrive on scene of a Priority 5 call. The County may impose an immediate \$250 penalty.

- e) Failure to Provide Requested Information within the Time Agreed Upon - The Contractor(s) may incur penalties if the County requests information that is not provided within a timeframe agreed upon by both parties including but not limited to: reports, complaint resolution, personnel issues, deployment model, staffing roster, maintenance records, licensing, and/or any other deliverable noted in this RFP.

For example, if the County requests the maintenance records of a vehicle involved in an accident, and the Contractor does not provide the information within the agreed upon timeframe, a penalty of \$1,000 may be accrued per occurrence.

2. Exceptions from Response Time Requirements

At the County’s sole discretion, response time requirements, as outlined in this agreement, may be suspended or altered for an appropriate period of time by the Director of Public Safety, or the Director’s designee, due to a variety of exceptions, which include, but are not limited to:

- a) Disaster situations
- b) Extreme weather conditions
- c) Out-of-service area requests
- d) Incorrect information received from the DeKalb E911 Center
- e) Cancelled calls
- f) Second unit response to scene
- g) Normal access denied situations (bridge out, train crossing, road closing, if not identified by the Georgia Department of Transportation

Table of Penalties

Contractor(s) cannot provide the requested unit hours for supplemental services	# of Hours x (Unit hourly rate x (1.5)) = penalty per hour
Quarterly Response Time Compliance below 90th percentile of contracted performance measure	\$1000 per each whole percentage point below 90 <sup>th</sup> percentile
Response Time Exceeds 29:59 for Priority 1-4	\$250 per occurrence
Response Time Exceeds 49:59 for Priority 5	\$250 per occurrence
Failure to Provide Requested Information	\$1000 per occurrence

**PROPOSED AMENDMENT PARAGRAPH F.**

**F. ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service”, in its entirety. INSERT ATTACHMENT A, Contractor’s Cost Proposal (consisting of Best and Final Offer), No. 19-500511 for Emergency Ambulance Service Provider for DeKalb County, Georgia. DELETE ATTACHMENT A, Response to Best and Final Offer, (Revised November 13, 2019), COST PROPOSAL FORM, the page for “Supplemental Service” as follows:**

Response to Best and Final Offer  
ATTACHMENT A

(Revised April 19, 2019)  
COST PROPOSAL FORM

**I. Proposer:** The Unit Hourly Cost proposed shall be for the per unit cost for providing Supplemental Service. The Cost proposed shall include the total cost of providing all services included in the RFP response by the Proposer including all costs, direct and indirect, administrative costs, and all things necessary. For the purposes of the proposal, a unit hour is defined as an equipped and staffed ambulance on a response or waiting for a response for one hour.

**Unit Hourly Cost** shall be based upon the Bidder delivering unit hours that the County orders under the agreement. Costs shall be for services required by this RFP less billing/collections and dispatching. The Bidder shall propose only one Unit Hourly Cost. **Example;** *if bidder has three (3) BLS units operating 24 hours per day at \$10/hr. and three (3) ALS units operating 24 hours per day at \$20/hr. and one (1) 24/hr. field Supervisor at \$15/hr. the total number of system hours would be 168hrs. per 24/hr. shift. If the proposer's indirect and overhead costs are 10% of the actual the resulting unit hour cost would be \$115.50 per unit hour.*

Description	Unit Hourly Cost
Year 1 - 911 Ambulance Services	<u>\$124.82</u>
Year 2 - 911 Ambulance Services	<u>\$129.66</u>



Year 3 - 911 Ambulance Services	<u>\$134.21</u>
Year 4 - 911 Ambulance Services	<u>\$138.98</u>
Year 5 - 911 Ambulance Services	<u>\$143.46</u>
Year 6 - 911 Ambulance Services	<u>\$150.00</u>
Year 7 - 911 Ambulance Services	<u>\$157.50</u>

**Fee Forgiveness Program for DeKalb**

Compassionate care not only applies during the time of treatment but also applies after treatment. AMR understands the financial burden that patients face with an unexpected emergency ambulance transport. As a compassionate provider, AMR commits to implement a fee forgiveness program for DeKalb County residents that will forgive annually up to Seven Million Dollars (\$7,000,000.00). For a patient to qualify for the program, the patient must: (i) be a resident of DeKalb County and picked up in DeKalb County; (ii) be uninsured or underinsured; and (iii) meet AMR's compassionate care policy based on state poverty guidelines. We firmly believe that helping those in financial need after their time of medical need is the right thing to do.

**EXCERPTS FROM CONTRACT NO. 1200066**

**for Emergency Ambulance Services**

**From Page 15**

***\*See* ATTACHMENT A, Response to Best and Final Offer,  
(Revised November 13, 2019), COST PROPOSAL FORM**

**TO BE REPLACED BY  
PROPOSED AMENDMENT PARAGRAPH E**

**ATTACHMENT A**  
 (Revised April 19, 2019)  
**COST PROPOSAL FORM**

**I. Proposer:** The Unit Hourly Cost proposed shall be for the per unit cost for providing Supplemental Service. The Cost proposed shall include the total cost of providing all services included in the RFP response by the Proposer including all costs, direct and indirect, administrative costs, and all things necessary. For the purposes of the proposal, a unit hour is defined as an equipped and staffed ambulance on a response or waiting for a response for one hour.

Unit Hourly Cost shall be based upon the Bidder delivering unit hours that the County orders under the agreement. Costs shall be for services required by this RFP less billing/collections and dispatching. The Bidder shall propose only one Unit Hourly Cost. *Example; if bidder has three (3) BLS units operating 24 hours per day at \$10/hr. and three (3) ALS units operating 24 hours per day at \$20/hr. and one (1) 24/hr. field Supervisor at \$15/hr. the total number of system hours would be 168hrs. per 24/hr. shift. If the proposer's indirect and overhead costs are 10% of actual the resulting unit hour cost would be \$115.50 per unit hour.*

Description	Unit Hourly Cost
Year 1 - 911 Ambulance Services	\$ <u>2,995.63</u>
Year 2 - 911 Ambulance Services	\$ <u>3,111.86</u>
Year 3 - 911 Ambulance Services	\$ <u>3,221.05</u>
Year 4 - 911 Ambulance Services	\$ <u>3,335.46</u>
Year 5 - 911 Ambulance Services	\$ <u>3,445.41</u>

**Fee Forgiveness Program for DeKalb**

Compassionate care not only applies during the time of treatment but also applies after treatment. AMR understands the financial burden that patients face with an unexpected emergency ambulance transport. As a compassionate provider, AMR commits to implement a fee forgiveness program for DeKalb County residents that will forgive annually up to Seven Million Dollars (\$7,000,000.00). For a patient to qualify for the program, the patient must: (i) be a resident of DeKalb County and picked up in DeKalb County; (ii) be uninsured or underinsured; and (iii) meet AMR's compassionate care policy based on state poverty guidelines. We firmly believe that helping those in financial need after their time of medical need is the right thing to do."