



BALDWIN COUNTY CALLED MEETING

Tuesday, October 31, 2023

Government Building, Suite 220, 1601 N Columbia St

6:00 PM

AGENDA

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ADMINISTRATIVE / FISCAL MATTERS

1. Contract for Ambulance Services - County Manager
2. Community HOME Investment Program (CHIP) Application - County Manager

ADJOURNMENT

REMINDERS

3. November 7, 2023, Tuesday, 4:00 p.m., Work Session, Budget Presentations by Constitutional Officers, 1601 North Columbia Street, Suite 220.

November 7, 2023, Tuesday, 6:00 p.m., Regular Meeting, 1601 North Columbia Street, Suite 220.

November 10, 2023, Friday, All Non-Emergency Departments Will Be Closed in Observance of Veterans Day

November 21, 2023, Tuesday, 6:00 p.m., Public Hearing on Proposed Budget and Regular Meeting, 1601 North Columbia Street, Suite 220.

November 23 & 24, 2023, Thursday & Friday, All Non-Emergency Departments Will Be Closed in Observance of Thanksgiving.

December 5, 2023, Tuesday, 6:00 p.m., Regular Meeting and Budget Adoption, 1601 North Columbia Street, Suite 220.

EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of October, 2023 between Baldwin County, Georgia, a political subdivision of the State of Georgia, by and through its Board of Commissioners (“County”) and The Medical Center of Central Georgia Inc. dba Atrium Health Navicent EMS, a Georgia Corporation (“Contractor”).

WITNESSETH:

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

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

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

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

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

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

I. SERVICES TO BE PROVIDED BY CONTRACTOR

- (a) Contractor will provide quality emergency ambulance service and medically necessary ambulance service to the citizens and visitors of/to the County on a 24-hour basis.
- (b) Contractor will meet or exceed all medical, professional, and/or legal requirements for licensing as an Emergency Medical Service Provider in the State of Georgia.
- (c) Contractor will provide ambulance and emergency medical services in a professional and expeditious manner to all requestors within the County, regardless of location.
- (d) Contractor shall assess a fee-for-service charge for the care, treatment and transportation of any person transported to or from any location in an Ambulance, except for transports of County employees, law enforcement or Fire/Rescue Department personnel who are injured in the line of duty. Contractor reserves the right to apply a reasonable charity care

policy to the provision of charges. Contractor shall bill all such charges in a manner consistent with all applicable laws, rules and regulations.

- (e) Contractor will manage all day-to-day operations of ambulance medical service, including field operations, assignment of personnel, billing, collections, and other operational functions, and will cooperate with Baldwin County E911 who will dispatch all calls.
- (f) Contractor will be responsible for all patient billing, equipment maintenance, and continuing education and will implement electronic patient charting (ePCR).
- (g) Contractor will provide to County law enforcement, firefighters, and fire responders any training that Contractor provides to its own employees at no additional cost (excluding travel expenses and equipment and supplies necessarily related to such training).
- (h) In the event of the need for disaster support, Contractor will provide County GEMA/FEMA/HS with EMS command support, emergency personnel, and resources for mutual aid units as available.
- (i) Patients in County shall have a choice in the medical facility to which they are transported. In keeping with the guidelines as set forth by the State of Georgia, patients with life-threatening conditions shall be transported to the closest appropriate facility for evaluation and stabilization prior to transport to other facilities.
- (j) Contractor will enhance partnerships with schools, the community, and first responders by providing:
 - i. Special event coverage;
 - ii. Community education;
 - iii. Health fairs;
 - iv. Sporting event coverage;
 - v. School education;
 - vi. Baldwin County fire and rescue education; stop the bleed training; basic life support; advanced first aid; certified emergency vehicle operator; and other EMS-related courses;
 - vii. Baldwin County fire and rescue graduation kits;
 - viii. Medical supplies used by first responders; and
 - ix. Automatic external defibrillators.

II. PERSONNEL

- (a) Contractor will hire, retain, train, and assign all personnel required to support emergency medical service operations pursuant to this Agreement.
- (b) No less than three (3) Advanced Life Support (“ALS”) ambulance crews will be on duty at any given time, twenty-four hours a day, seven days a week. One (1) additional ALS ambulance crew will be on duty twelve hours a day, seven days a week. One supervisor

will also be on duty at any given time, twenty-four hours a day, seven days a week. Each ambulance crew will include personnel necessary to staff one ALS ambulance with a minimum of one (1) person with a Georgia Paramedic license and one (1) person with a Georgia Emergency Medical Technician license. In the event of medical transports away from County, Contractor agrees to provide continuous coverage of one (1) staffed ALS ambulance as described above.

- (c) Contractor will be responsible for providing properly licensed EMS personnel and for monitoring the status of every employee's certification and/or license. Contractor will make available continuing education courses on an annual basis for personnel to maintain their certification and/or license.
- (d) Contractor will ensure that all staff complete certified emergency vehicle operator training and regularly complete additional defensive and emergency driver training.
- (e) Each ambulance will be staffed with state-certified medics providing Advanced Life Support care, including paramedics.
- (f) Contractor will maintain at all times a drug-free environment and will ensure that all local, state, and federal laws are followed.
- (g) Contractor will employ a sufficient number of full and part time Emergency Medical Technicians and Paramedics to provide the Services pursuant to this Agreement.
- (h) Contractor will employ at least one (1) manager and support staff person within the region to facilitate delivery of ambulance and emergency services pursuant to this Agreement.

III. VEHICLES, EQUIPMENT, SUPPLIES and PREMISES

(a) Ambulances/Vehicles.

1. Contractor will make an initial investment estimated at \$1,300,000 to purchase and place new front-line 911 response ambulances in Baldwin County that are ready for service as of November 5, 2023.
2. Contractor will provide three (3) fully-operational emergency ambulance units dedicated for specific use for the County 911 system 24/7, one (1) fully-operational emergency ambulance unit dedicated for specific use for the County 911 system 12 hours a day, one (1) peak coverage EMS command response unit, one (1) NET wheelchair van, and one (1) additional back-up ambulance.
3. All vehicles will be equipped with global positioning technology (GPS) to rapidly locate response addresses and assure fast response.
4. All vehicles will be equipped with drive cam systems to provide video technology that assures proper driving habits, speed, and safety compliance. Excess speeding, fast

breaking, rapid turns, and accidents will activate the camera technology to record and immediately report concerns to supervisory personnel.

5. Contractor will provide a comprehensive preventative maintenance program allowing the vehicle fleet to be maintained in excellent condition mechanically and cosmetically. A replacement plan will ensure that ambulances are targeted for replacement when milestones are reached. Front-line E-911 response fleets will be replaced approximately every forty-eight (48) months.

(b) Equipment and Supplies. Contractor will provide all essential medical supplies and equipment necessary for emergency medical service pursuant to this Agreement.

(c) Premises

1. Contractor will conduct operations from the following locations (the "Premises") to provide services to County pursuant to this Agreement:

953 Barrows Ferry Road
Milledgeville, GA 31061

2. County will be responsible for housing and facilities associated with the provisions of ambulance services in Baldwin County. County will provide Contractor access to the Premises for the provision of services under this Agreement. County will be responsible for maintenance, repair and upkeep of the Premises. Contractor will be invoiced in the amount of \$ 0 monthly for electricity, water, sewer and common area maintenance. All other utilities are to be contracted separately by Contractor. County will be responsible for providing adequate fire and hazard insurance on the Premises.

IV. COMPENSATION

(a) Annual Fee

As compensation for the ambulance and emergency medical services provided for herein, County will pay to Contractor an annual fee for each term of this Agreement. The annual compensation schedule shall be as follows:

Year 1/Initial Term:	\$195,000
Year 2:	\$195,000
Year 3	\$195,000
Year 4:	\$214,500
Year 5:	\$235,950

Said amount will be paid in equal monthly payments, which shall be due on the 1st day of each month beginning on December 1, 2023.

(b) Annual Review

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

V. TERM

- (a) The term of this Agreement will be year to year commencing on 11/5/2023 and ending on 11/5/2024 ("Initial Term")
- (b) This Agreement shall automatically renew at the end of the Initial Term and each subsequent term thereafter for a period of twelve (12) months (the "Renewal Term"), under the same terms and conditions as provided herein, unless either party sends written notification of termination. Said renewals shall be limited to four (4) automatic renewals, which may extend the provisions of this Agreement through November 5, 2028. Either party may terminate this Agreement without cause by notifying the other party, in writing, not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.
- (c) Pursuant to applicable law and subject to the provisions set forth herein, during the Initial Term and any Renewal Term, this Agreement shall terminate absolutely and without further obligation by County at the end of the calendar year and automatically renew at the beginning of the subsequent calendar year, unless otherwise terminated or non-renewed by either party. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

VI. RECORDS

- (a) Contractor will keep complete and up to date records of all services rendered under this Agreement, to include, but not be limited to:
 - 1. All calls for transport or assistance
 - 2. All calls responded to by EMS personnel
 - 3. All patient billings and accounts receivable
 - 4. All patient payment receipts
 - 5. All incidents or complaints concerning EMS Services

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

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

- (c) Within fifteen (15) business days after the close of each month, Contractor will provide the County with monthly reports containing the following, starting from the first to last day of the immediately prior month:
 - 1. Number of 911 calls
 - 2. Number of emergency response runs
 - 3. Number of non-emergency transports
 - 4. Response time for each response run and the number and location of all transports to out of county medical facilities
 - 5. Number of mutual aid response runs
 - 6. Number of mutual aid requests into County
- (d) Contractor will provide County with a copy of its Ambulance License and each annual recertification by the Georgia Department of Public Health. Baldwin County will maintain the operation zone and license.
- (e) Contractor will provide to County a copy of all personnel certifications required to provide EMS services pursuant to this Agreement, and provide a copy of any recertification of said personnel.
- (f) County will be entitled to audit and review the records and reports, including records related to billing, at any time, subject to reasonable notice.

VII. INDEPENDENT CONTRACTOR

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

VIII. MUTUAL AID AGREEMENT

- (a) Contractor understands that County may be a party to executed and enforceable agreements with other governments to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). Contractor will adhere to and comply with any Mutual Aid Agreements that require County to lend ambulance service/mutual aid assistance.
- (b) Contractor will secure agreements with other ambulance services, public or private, in or near the service area of County to lend assistance across jurisdictional boundaries ("Mutual Aid Agreement(s)"). The Mutual Aid Agreements will specify the conditions under which mutual aid will be rendered. Contractor will comply with the provisions of the Mutual Aid

Agreement(s) in response to any call for assistance from nearby ambulance services. Copies of all Mutual Aid Agreements will be provided to the County. At no time will Contractor's compliance with any such Mutual Aid Agreements interfere with Contractor providing services to the County as required by this Agreement. No agreement, contract or other instrument (written or otherwise), executed or agreed upon by the Contractor without the written consent of the County, shall be construed as binding upon the County.

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

IX. COLLECTIONS

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

X. INSURANCE

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

XI. RESPONSE TIME

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

XII. TERMINATION

(a) Prior Notice and Opportunity to Cure:

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

(b) Notice of Termination:

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

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

XIII. NOTICE

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

Baldwin County
Attn: County Manager
1601 N. Columbia St.
Milledgeville, GA 31061

Atrium Health Navicent EMS
Attn: Bud Owens
777 Hemlock Street
MSC 90
Macon, GA 31201

Copy to:
County Attorney
Brandon Palmer
Smith, Welch, Webb & White, LLC
280 Country Club Drive, Suite 300
Stockbridge, GA 30281

Copy to:
Atrium Health Legal Dept.
1043 E. Morehead St.
Charlotte, NC 28204

XIV. ENTIRE AGREEMENT

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

XV. INDEMNIFICATION

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

XVI. ASSIGNMENT

No right or obligation under this Agreement may be assigned, delegated, or transferred by one party to a third party without the express written consent of the other party to this Agreement. Any attempted or purported assignment without such consent should be considered null and void. Such consent will not be unreasonably withheld or denied. Contractor has the right to assign all or part of its obligations under this Agreement to an entity which is affiliated with Contractor. Contractor shall promptly notify County in writing of any such assignment.

XVII. GOVERNING LAW

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

XVIII. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

XIV. MISCELLANEOUS

- (a) The captions in this Agreement are for convenience only, are not a part of this Agreement, and do not in any way define, limit, describe, or amplify the terms of this Agreement.

- (b) All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as context may require.
- (c) If any provision of this Agreement shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.
- (d) Both parties have participated fully and equally in the negotiation and preparation of this Agreement. This Agreement shall not be more strictly construed, nor any ambiguities in this Agreement resolved, against either the County or Contractor.
- (e) This Agreement is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.
- (f) In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

Baldwin County, Georgia

By: _____
 Name: Emily C. Davis
 Title: Chair
 Date: _____

**The Medical Center of Central
 Georgia Inc. dba
 Atrium Health Navicent EMS**

By: Kimberly Shrewsbury, CFO
Kimberly Shrewsbury, CFO (Oct 27, 2023 10:36 EDT)
 Name: Kimberly Shrewsbury, CFO
 Title: Treasurer
 Date: 10/27/2023

Attest: _____
 County Clerk



CHIP 2024 GRANT APPLICATION CERTIFIED ASSURANCES

Instructions: This Certified Assurances Form must be completed and signed by the Applicant's Certifying Representative. It must be included in the application submission.

Assurances

The Applicant hereby certifies and assures that:

1. The Applicant possesses the legal authority to apply for the grant and execute the proposed activity.
2. The Applicant's governing body has duly adopted or passed an official act, resolution, motion, or similar action
 - a. Authorizing the filing of its application, including all understandings and assurances contained therein, and
 - b. Directing and authorizing the person identified as the Official Representative of the Applicant to act in connection with the application. Evidence of this action by its governing body must be included in this application
3. If the Applicant is a unit of local government, its chief executive officer or other officer of the Applicant approved by DCA:
 - a. Consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA), and other provisions of Federal Law, as specified in 24 CFR Part 58 and 40 CFR Part 1500-1 508, which further purposes of NEPA insofar as the provisions of such Federal law apply to this Part.
 - b. Is authorized and consents on behalf of the Applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.
4. The Applicant will comply with all provisions of the HOME Investment Partnership Activity regulations found at 24 CFR Part 92, the state requirements for the implementation of the Community HOME Investment Partnership Activity (CHIP) as defined in the Activity Description, the Administrative Manual, the Homeowner Rehabilitation Manual, as may be amended at the discretion of the Georgia Department of Community Affairs.
5. The Applicant will comply with certain laws that may be applicable, though not specifically listed in the HOME Investment Partnership Activity Regulations, by virtue of being applicable under their own terms, such as the Hatch Act (U.S.C. Section 1501, et. seg) which limits the political activities of the employees funded through receipt of Federal assistance.
6. It will comply with Section 504 of the Rehabilitation Act of 1973 and the HUD Implementing regulations (24 CFR Part 8), Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act (42 USC 3601-20), Executive Orders 11246 and 11063, and Section 3 of the Housing and Urban Development Act of 1968 and will administer and conduct its activity in conformance with them.
7. If the proposed application is funded, the activity will affirmatively further fair housing.
8. If a grant is awarded and the Applicant is a local government, the Applicant agrees to become a State Recipient for purposes of the activity and to assume all responsibilities at 24 CFR Part 92 (as now in effect and as may be amended from time to time) except those responsibilities which DCA determines will not be transferred to the State Recipient for reasons deemed practical, feasible, or legally sound.



9. If a grant is awarded and the Applicant is a nonprofit entity or a local public housing authority, the Applicant agrees to become a subrecipient for purposes of the activity and to assume all responsibilities at 24 CFR Part 92 (as now in effect and as may be amended from time to time) except those responsibilities which DCA determines will not be transferred to the subrecipient for reasons deemed practical, feasible, or legally sound.

CERTIFICATION:

The undersigned certifies on behalf of the Applicant that he/she has been authorized to sign this certification, the information presented in this application is correct, and that the Applicant will comply with the assurances listed above.

Submitted on behalf of the Applicant by:

By: _____
(Signature of Chief Elected Official, Executive Director or Authorized Official) Date

(Typed or Printed Name and Title of Chief Elected Official, Executive Director, or Authorized Official)
Attest:

By: _____
(Signature of Clerk or Authorized Official) Date

(Typed or Printed Name and Title of Clerk or Authorized Official)