



**Bulloch County
Board of
Commissioners
Regular Meeting**

**October 15, 2013
Time: 1 Hour & 10 Minutes
North Main Annex Community Room
Statesboro, Georgia
8:30 AM**

Meeting Function:	Board of Commissioners	Type of Meeting:	Regular Meeting
Meeting Chair:	Chairman, Garrett Nevil (Presiding)	Recorder:	Clerk of the Board, Christy Strickland
Parliamentarian:	County Attorney, Jeff Akins	Ex-Officio:	Tom Couch, County Manager; Andy Welch, Developmental Services Director; Kirk Tatum, County Engineer; Dink Butler, Transportation Director; Ted Wynn, Public Safety Director; and Jared Akins, Chief Deputy; Jeff Herrington, Airport Manager; and Mike Rollins, SBCPRD Director

General Agenda

ITEM	RESOURCE PERSON/FACILITATOR	TIME	REFER
Call to Order; Welcome Media and Visitors	Chairman Nevil	8:30 AM	
Invocation and Pledge of Allegiance	Chairman Nevil	8:32 AM	
Roll Call	Clerk of the Board	8:33 AM	
Approval of General Agenda	Chairman Nevil	8:35 AM	
Public Comments	Audience	8:37 AM	
Consent Agenda	Chairman Nevil	8:47 AM	
To Approve the Minutes from the Regular Meeting held on October 1, 2013	Clerk of the Board		Tab A
To Authorize the County Manager to approve a Contract with Trinity Electrical to replace the Papi Lighting on Runway 32.	Airport		Tab B
To Approve Amendment # 326-2013-01 to the Employee Health Care Plan	Legal/Human Resources		Tab C
To Approve a bid for replacement of gutters and downspouts on five (5) buildings at Mill Creek Park	Parks & Recreation		Tab D
To Approve the lowest and most advantageous bid to the County for resurfacing of approximately 42 miles of local roads	SPLOST Capital Projects/County Manager		Tab E
To Approve an agreement with Georgia Department of Transportation for use of an inmate work detail	Administration/Public Works		Tab F
Presentation	Administration/Public Safety	8:50 A.M.	Tab G
New Business			
Discussion/Action: To Approve a request to purchase an Emulsions Tank for the Transportation Department	Transportation	9:10 AM	Tab H
Discussion/Possible Action to approve the FY 2014 SPLOST Authorization Budget	Administration/County Manager	9:15 A.M.	Tab I
Commission and Staff Comments	Chairman Nevil, et al.	9:30 AM	

Adjourn	Chairman	9:40 AM
Additional Information		
Background information in Board packets		

October 1, 2013
Statesboro, GA

Regular Meeting

The Board of Commissioners met at 5:30 p.m. in the Community Room of the North Main Annex. Chairman Nevil welcomed guests and called the meeting to order. County Manager Tom Couch gave the invocation and the pledge of allegiance.

Ms. Christy Strickland, Clerk of the Board, performed the roll call of the commissioners and staff. The following commissioners were present: Chairman Nevil, Commissioner Ethridge (came in at 5:37 P.M.), Commissioner Simmons, Commissioner Mosley, Commissioner Rushing, and Commissioner Thompson. The following staff were present: County Manager Thomas Couch, County Attorney Jeff Akins, Developmental Services Director Andy Welch, Chief Financial Officer Harry Starling, Public Safety Director Ted Wynn, Chief Deputy Jared Akins, Transportation Director Dink Butler, Fire Chief Christopher Ivey and Zoning Administrator Randy Newman.

After Roll Call, Chairman Nevil opened the meeting for Public Hearings regarding Zoning and Land Use matters. Chairman Nevil called on Zoning Administrator Randy Newman to present the first item of business. Zoning Administrator Randy Newman presented Item #1 which was an application submitted by Cynthia and Dwayne Jackson for a Text Amendment to the definition on Intermodal Steel Containers. The Planning and Zoning Commission recommended denial of the request. Mr. Newman stated Mrs. Jackson had sent an email saying she would not be at the meeting due to the recommendation by the staff. Commissioner Rushing asked if ISO containers are permitted to be used as storage. Mr. Newman stated they were. Hearing no further discussion, Commissioner Thompson offered a motion to deny the text amendment to the definition of Intermodal Steel Container. Commissioner Rushing seconded the motion and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Zoning Administrator Randy Newman presented Zoning Agenda Item #2 which was an application submitted by Caring and Sharing Group Home Inc. for a conditional use to allow for a group home for boys under the definition of boarding house in an AG-5

zoning district. He stated the property consists of 1.73 acres and is located on Brook Run Drive, Map/Parcel # 032 000035 043. The Planning and Zoning Commission recommended approval of the request with a 5-1 vote. Ms. Jemena Fields was acting as agent and stated she would request the people who signed up to speak in opposition of the request go first and then she can address any questions/concerns they have. Mr. Robbie Bell was signed up to speak in opposition of the request and stated he is the developer of the subdivision and is concerned with how many boys would be in the home and the boys being outside unsupervised. He asked that if the Board did approve the request they limit the number of boys to four (4) to be allowed in the home. Mr. John Burrow stated was signed up to speak in opposition of the request and stated that he is concerned with the ages of the boys, what background they come from and what training will the staff have that will be supervising the boys. Mrs. Fields stated she would like to address the issues and passed out Incident Reports from the Sheriff's Department (See Exhibit # 2013-109) and a description of the home and what the goal was (See Exhibit # 2013-110). She stated the home would be a family living home that the boys would go to school, come home, do their homework and prepare for the next day. Mrs. Fields stated under state regulations the boys have to be supervised 24 hours 7 days a week and she would be able to decide who comes in the home. She stated she would be the one at the house most of the time but when she is not she would have a trained employee that would be there to supervise the boys. Commissioner Simmons stated he has worked with group homes for the elderly for many years and the State has very strict guidelines that Mrs. Fields will have to follow. After additional discussion on the matter, Commissioner Ethridge offered a motion to approve the Conditional Use Request to allow a group home for boys under the definition of boarding house. Commissioner Simmons seconded the motion and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Zoning Administrator Randy Newman presented Zoning Agenda Item # 3 which was for an application submitted by Southern States Plantation LLP to rezone from AG-5 (Agricultural 5 acres) to R-25 (Residential 25, 000 square feet). He stated the property consists of 95.21 acres and is located on Clito Road, Map/Parcel # 104 000041 003. Mr.

Jim Anderson was present acting as agent and stated the intent was to develop a residential subdivision with approximately 115 lots. He stated the subdivision would have a Community Water System and Paved Roads and went over the plan (See Exhibit # 2013-111). Mr. Anderson showed a presentation of the type of homes that would be built in the subdivision and stated it would increase the tax digest. Commissioner Rushing asked why in the conditions metal roofs were prohibited. County Manager Tom Couch stated he was not sure what type of homes were going to be built in the subdivision and those are general conditions that are placed on rezones for subdivisions. Hearing no further discussion, Commissioner Ethridge offered a motion to approve the rezone request from AG-5 to R-25 with conditions (See Exhibit # 2013-112). Commissioner Thompson seconded the motion and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Sign-in sheets for Zoning Matters are shown in Exhibit #2013-113.

Chairman Nevil closed the Public Hearing regarding Zoning and Land Use matters, and asked for amendments or modifications to the General Agenda. Hearing none, Commissioner Mosley offered a motion to approve the General Agenda as presented. Commissioner Simmons seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

Next, Chairman Nevil asked for public comments from the audience at large or in writing. Hearing none, Chairman Nevil moved on to the next item.

Chairman Nevil stated the next item was to approve the Consent Agenda as follows: (1) To approve the minutes of the Regular Meeting held on September 17, 2013; (2) To approve a Memorandum of agreement for a Multi-Jurisdictional Planning Team (See Exhibit # 2013-114); (3) To adopt a Resolution authorizing property schedule No.2 to Master Tax-Exempt Purchase Agreement with U.S. Bancorp. (See Exhibit #2013-115). Commissioner Thompson offered a motion to approve the Consent Agenda as presented. Commissioner Ethridge seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

With no items under New or Old Business, Chairman Nevil asked each Commissioner to take a few moments for any general comments or statements. Commissioners Ethridge, Simmons, Mosley, Rushing, Thompson, and Chairman Nevil thanked the staff for all their hard work and dedication.

Next, Chairman Nevil asked for comments from the Staff. Mr. Couch stated he would like to have a workshop on October 15, 2013 if there is not a lot on the General Agenda. He also stated that the Turpentine Festival is on Saturday, October 5th and the Portal FFA would like to ride in the courthouse if the Commissioners were in agreement to allow them. The Commissioners stated they would welcome them to ride along with them. Clerk of the Board Christy Strickland stated there is a Ribbon Cutting at Howards' Dental Services on Thursday, October 3rd and asked if someone could attend. Commissioner Ethridge stated she would.

Chairman Nevil asked if there were any further comments from the Commissioners or Staff. Hearing none from the Board or Staff, Chairman Nevil asked for a motion to adjourn. Commissioner Rushing offered a motion to adjourn the meeting. Commissioner Thompson seconded the motion, and it carried unanimously with Commissioner Thompson, Commissioner Rushing, Commissioner Mosley, Commissioner Simmons, and Commissioner Ethridge voting in favor of the motion.

J. Garrett Nevil, Chairman

Attest: Christy Strickland, Clerk of the Board

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

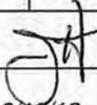
DEPARTMENT MAKING REQUEST (Box 1) Statesboro / Bulloch County Airport	MEETING DATE 10/15/13		
	RESOLUTION ATTACHED? (Box 3)		YES
			NO <input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE (Box 4) To authorize the County Manager to approve a contract with Trinity Electrical (Low Bidder) to replace the Papi lighting system on Runway 32.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5) The Airport Committee approved the replacement of the Papi lighting system, on runway 32, by the lowest bidder of three electrical companies recommended by the Georgia DOT. Funds spent to replace the system will be eligible for a 90 percent reimbursement by the FAA.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)			
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	AMENDMENT REQUIRED? (7b)	YES
			NO		<input checked="" type="checkbox"/>
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c) All three bids attached. Trinity Electrical is the lowest bidder.			
CONSENT (6c)	<input checked="" type="checkbox"/>				
NEW BUSINESS (6d)					
OLD BUSINESS (6e)					
OTHER (6f)					

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input checked="" type="checkbox"/>	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE	10/10/13	DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		
OTHER		
		NOTES

Subject: Quote for papis

From: Angie <trinity.electrical@att.net>

Date: Thu, 19 Sep 2013 10:52:51 -0400

To: "statesboroairport@frontiernet.net" <statesboroairport@frontiernet.net>

The price is for installing 1 two box single Chanel papi system with flight check inspection. Also includes removal of existing system and checking grounding to insure properly grounded
\$ 11,0000

Sent from my iPad

\$ 11,000 Total

Subject: Re: Papi Replacement Quote
From: Marty Bennett <marty@tcatifton.com>
Date: Fri, 20 Sep 2013 14:49:30 -0400
To: Jeff Herrington <statesboroairport@frontiernet.net>
CC: freddie@tcatifton.com

Jeff,

I finally heard from FAA flight check.
The price to flight check the 32 papi's is \$4500.00. This is based on one trip and 1 1/2 hr for the plane.
Let me know if you need anything else.

Thank you,

Marty

On Wednesday, September 18, 2013 2:11 PM, Jeff Herrington wrote:

Thanks Marty,

I will be intouch.

Jeff

Marty Bennett wrote:

Jeff,

Our price to replace your existing PAPI's on the 32 end is as follows.

We will furnish one new two box set of ADB single channel papi's, style B (Freddie was mistaken when you talked the other day, existing papi's are current driven so they are style B), on your existing pads for \$8100.00.
I do not have a price yet for the flight check. The person that handles that for the FAA has been out. We estimate that it will be somewhere around \$5000.00. As soon as we get a firm price from them I will let you know.

Thank you,

Marty Bennett
TCA Electrical Contractors, Inc
2209 Leslie Locke Rd
Tifton, Ga 31793
229-387-7097 (o)
229-392-5587 (c)

\$ 12,600 Total

Subject: Papi Replacement Quote
From: Marty Bennett <marty@tcatifton.com>
Date: Tue, 17 Sep 2013 16:57:11 -0400
To: statesboroairport@frontiernet.net
CC: freddie@tcatifton.com

Jeff,

Our price to replace your existing PAPI's on the 32 end is as follows.

We will furnish one new two box set of ADB single channel papi's, style B (Freddie was mistaken when you talked the other day, existing papi's are current driven so they are style B), on your existing pads for \$8100.00.

I do not have a price yet for the flight check. The person that handles that for the FAA has been out. We estimate that it will be somewhere around \$5000.00. As soon as we get a firm price from them I will let you know.

Thank you,

Marty Bennett
TCA Electrical Contractors, Inc
2209 Leslie Locke Rd
Tifton, Ga 31793
229-387-7097 (o)
229-392-5587 (c)



Precision Approach, LLC

172 Sammons Parkway, Eatonton, GA 31024
Phone (706) 485-7201, Fax (706) 485-7266

◆◆◆ PROPOSAL ◆◆◆

October 2, 2013

VIA EMAIL ONLY

TO: Jeff Herrington
Statesboro-Bulloch County Airport
PH: (912) 764-9083

RE: Statesboro-Bulloch County Airport PAPI Replacement

Per your request via email on September 23rd, 2013, the team at Precision Approach, LLC has prepared a written proposal for the replacement of the Precision Approach Path Indicator (PAPI) lights at Statesboro-Bulloch County Airport. This quote is per the details provided via email on September 23, 2013.

I have broken down our proposal into two parts. One part is for the removal of the existing PAPIs and installation of new PAPIs. The second part is for flight check of the new PAPIs. We were not able to secure a firm price for the flight check; therefore, we will offer this part of the proposal as an allowance – we will only charge the airport our cost for flight check.

Part One – PAPI Replacement

Our proposal for one PAPI replacement is a lump sum total of **\$13,623.00**. This price does not include the flight check – see Part Two for flight check price. The intention of this proposal is to remove the existing PAPI-2 system and replace each with a new FAA Type 881, two box, Style B system. It is understood that we may re-use the following: existing power and control cables from the electrical vault to the existing PAPI foundations, existing PAPI foundations, and existing base cans in foundations. We are proposing ADB FAA approved single channel PAPI units. These systems include an internal aiming device and require 3 lamps per light box.

Part Two – Flight Check

Our allowance for flight check is **\$6,000.00**. I have seen the cost anywhere from \$3,000 all the way to \$10,000. We will send our invoice from the FAA for the flight check, and the airport will only pay the amount we are invoiced. Our experience with FAA PAPI flight checks has been that very little notice is given (we've been given less than an hour notice) when the flight check is to occur. Because of the time constraint issues with flight checks, we propose to train an employee or employees of the airport on how to adjust the PAPIs. Adjusting the PAPIs is a very simple task. The training would take less than two hours and we would be available via telephone if the trainee(s) had any questions during the flight check. This would ensure that there would be someone on site with the ability to make adjustments whenever the FAA schedules the flight check.

If this proposal is accepted, we will need to be paid in full for each portion completed within 14 days of the portion being completed. For instance, once we complete Part One of the proposal we will need to be paid the lump sum total in Part One of our proposal within 14 days.

Please call me if you have any questions.

Best Regards,

Matt Bragg
Project Manager/ Estimator

\$19,623 Total

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1) <i>Human Resources/Legal</i>	MEETING DATE (Box 2) <i>October 15, 2013</i>		
	RESOLUTION ATTACHED? (Box 3)	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE (Box 4)

Amendment # 326-2013-01 to the Employee Health Care Plan

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

The attached amendment to the Employee Health Care Plan includes updates to the privacy provisions that are required by the Health Insurance Portability and Accountability Act (HIPAA). Approval is recommended.

AGENDA CATEGORY (CHECK ONE) (Box 6)		FINANCIAL IMPACT STATEMENT (Box 7)					
PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES		AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X						
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES	<input checked="" type="checkbox"/>	YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	<i>Q/c</i>	INITIAL	
DATE		DATE		DATE		DATE		DATE	<i>10/4/13</i>	DATE	

COMMISSION ACTION AND REFERRAL (Box 9)	
APPROVED	DATE TO BE RETURNED TO AGENDA
DENIED	
DEFERRED	NOTES
OTHER	

AMENDMENT # 326-2013-01

PLAN AMENDMENT BULLOCH COUNTY BOARD OF COMMISSIONERS EMPLOYEE HEALTH CARE PLAN

*The following amendment is to be added to the Plan Document and
Summary Plan Description effective July 1, 2013*

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION is replaced with
the following:

COMPLIANCE WITH HIPAA PRIVACY STANDARDS. Certain members of the Employer's workforce perform services in connection with administration of the Plan. In order to perform these services, it is necessary for these employees from time to time to have access to Protected Health Information (as defined below).

Under the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), these employees are permitted to have such access subject to the following:

- (1) **General.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this HIPAA Privacy section is met. "Protected Health Information" shall have the same definition as set out in the Privacy Standards but generally shall mean individually identifiable health information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- (2) **Permitted Uses and Disclosures.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken with respect to payment of premiums or contributions, or to determine or fulfill Plan responsibilities with respect to coverage, provision of benefits, or reimbursement for health care. "Health care operations" generally shall mean activities on behalf of the Plan that are related to quality assessment; evaluation, training or accreditation of health care providers; underwriting, premium rating and other functions related to obtaining or renewing an insurance contract, including stop-loss insurance; medical review; legal services or auditing functions; or business planning, management and general administrative activities. Genetic information will not be used or disclosed for underwriting purposes.
- (3) **Authorized Employees.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for these persons to perform duties with respect to the Plan. For purposes of this HIPAA Privacy section, "members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer.
 - (a) **Updates Required.** The Employer shall amend the Plan promptly with respect to any changes in the members of its workforce who are authorized to receive Protected Health Information.
 - (b) **Use and Disclosure Restricted.** An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health

Information only to the extent necessary to perform his or her duties with respect to the Plan.

- (c) **Resolution of Issues of Noncompliance.** In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by the Privacy Standards, the incident shall be reported to the privacy official. The privacy official shall take appropriate action, including:
 - (i) Investigation of the incident to determine whether the breach occurred inadvertently, through negligence, or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) Applying appropriate sanctions against the persons causing the breach, which, depending upon the nature of the breach, may include, oral or written reprimand, additional training, or termination of employment;
 - (iii) Mitigating any harm caused by the breach, to the extent practicable; and
 - (iv) Documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (4) **Certification of Employer.** The Employer must provide certification to the Plan that it agrees to:
 - (a) Not use or further disclose the Protected Health Information other than as permitted or required by the Plan documents or as required by law;
 - (b) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
 - (c) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
 - (d) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures hereunder or required by law;
 - (e) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
 - (f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
 - (g) Make available the Protected Health Information required to provide any accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
 - (h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
 - (i) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible; and
 - (j) Ensure the adequate separation between the Plan and member of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

The following members of Bulloch County Board of Commissioners workforce are designated as authorized to receive Protected Health Information from the Bulloch County Board of Commissioners Healthcare Plan ("the Plan") in order to perform their duties with respect to the Plan: County Administrative Officers, Personnel Department and Legal Counsel.

COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS. Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"), the Employer agrees to the following:

- (1) The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (2) The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (3) The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Compliance With HIPAA Privacy Standards provisions (3) Authorized Employees and (4) Certification of Employers described above.

ACCEPTED:
Bulloch County Board of Commissioners

Signature/Title

Date:

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST (Box 1)
Recreation Department-Parks Division

MEETING DATE (Box 2) October 15, 2013

RESOLUTION ATTACHED? (Box 3)

YES	
NO	x

REQUESTED MOTION OR ITEM TITLE (Box 4)

Approve the bid of \$19,900.00 submitted by Chandler Roofing and Specialty Metals, Inc. for the replacement of gutters and downspouts on five buildings at Mill Creek Park(Soccer, 3 Field Complex, 4 Field Complex, 5 Field Complex, and Pump House).

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED (Box 5)

See attached memo.

**AGENDA CATEGORY
(CHECK ONE) (Box 6)**

FINANCIAL IMPACT STATEMENT (Box 7)

PRESENTATION (6a)		BUDGETED ITEM? (7a)	YES	x	AMENDMENT REQUIRED? (7b)	YES	
			NO			NO	
PUBLIC HEARING (6b)		ATTACH DETAILED ANALYSIS, IF NEEDED (7c)					
CONSENT (6c)	X						
NEW BUSINESS (6d)							
OLD BUSINESS (6e)							
OTHER (6f)							

APPROVED FOR AGENDA (Box 8)

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	✓	YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL	<i>ML</i>	INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE	<i>10/7/2013</i>	DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)

APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

Statesboro-Bulloch County Parks and Recreation Department

TO: Tom Couch, County Manager	
FROM: Mike Rollins, Director Parks and Recreation	
DATE: 10/4/2013	
CHECKLIST FOR " Mill Creek Gutters " BID	
ITEM	REMARK
Bid opening date and time	October 4, 2013, 3:00pm
Location of bid opening	North Main Annex, Kenneth Trapnell's Office
Staff present for bid opening	Wyley Brannen
Total number of bids sent out by request from advertisement or public notice	0
Total number of bids sent out by invitation from vendor lists	5
Date bid was advertised in the Statesboro Herald	September 6,2013 September 20,2013 Bulloch County Website September 5,2013
Bid tabulation table attached	Included
Statement indicating the following: were all bids submitted by responsible vendors; did content meet standards for completeness and specifications; associated statements pointing out any discrepancies, substitutions or alternatives	Included
Recommendation as to which bid is most advantageous to the county	Included
Copy of bid package submitted to the vendor attached, including addenda attached	Included
Copy of bid form and any pertinent supplemental information received from each vendor attached	Included
Properly completed "Agenda Item Summary" attached	Included



Memorandum

To: Mike Rollins, Director

From: Tony Morgan, Manager – Parks Division

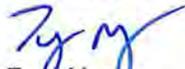
Subject: Gutter Replacement at Mill Creek

Date: October 7, 2013

We sent out bids for gutter replacement on September 5, 2013 with a bid opening on October 4, 2013. We sent out 5 bids to 5 different commercial roofing contractors in the surrounding area as well as placing an ad in the Statesboro Herald, advertised it on the county web site, and on GLGA Marketplace Listings bid site. We received 5 bids from the 5 invited roofing contractors. The lowest bid was received from Chandler Roofing and Specialty Metals for a total of \$19,900.00.

After reviewing the bids carefully I am confident Chandler Roofing and Specialty Metals will do Statesboro-Bulloch County Parks and Recreation Department a quality job. It is my recommendation that we award the bid to Chandler Roofing and Specialty Metals for the fabrication and installation of new gutters and downspouts at Mill Creek Park.

If you have any questions, please let me know.


Tony Morgan

MEMORANDUM

Date: October 4, 2013
To: Mr. Tom Couch
From: Kenneth Trapnell _____
Subject: Rec. Dept. Gutters Bid Report (10-2013)

Sealed bids were opened at the Bulloch County Annex on October 4, 2013 at 3:00 P.M. for the gutters bid. The gutters are to be used by the Statesboro/Bulloch County Rec. Dept.

Five (5) IFB'S were e-mailed on September 5, 2013.

The bid was on bullochcounty.net beginning on September 5, 2013.

The advertisement was also listed on GLGA Marketplace Listing beginning on September 5, 2013.

The solicitation was also advertised in the Statesboro Herald on September 6, 2013 & September 20, 2013.

Five (5) bids were received.

Bids received are as follows:

Vendor	Total Bid Price	Vendor Declaration & Non-Collusion Affidavit
Chandler Roofing, Inc. Statesboro, Ga.	\$19,900.00	Yes
Roofing Professional's, Inc. Richmond Hill, Ga.	\$21,150.00	Yes
Delta Metals, Inc. Savannah, Ga.	\$22,078.00	Yes
Southeast Roofing, Inc. Statesboro, Ga.	\$24,125.00	Yes
Metalcrafts, Inc. Savannah, Ga.	\$24,690.00	Yes

Bid opening attendance: Bob Hook, Wyley Brannen-Rec. Dept., Harry Starling, Ruby Hunter & Kenneth Trapnell.

Wyley Brannen was given the original bids. Wyley is to give the bids to Mike Rollins for his recommendation and potential agenda item for the Commissioners meeting.



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

MEETING DATE: 10.15.2013

SPLOST Capital Projects

RESOLUTION ATTACHED?

YES	
NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion and/or action to approve the lowest and most advantageous bids to the County for the resurfacing of approximately 42 miles of local roads.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

Three separate bids were issued for road re-surfacing in various parts of the county. A bid report has been attached along with a separate list of roads under each bid category. Each bid result shows a cumulative amount (but not a fixed amount) for each project acknowledging they are based on unit cost quantities. Approval is recommended pending the final review and acceptance of contractor bonds.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
			NO			NO	X
PRESENTATION		ATTACH DETAILED ANALYSIS, IF NEEDED:					
PUBLIC HEARING		If the unit cost quantities are met, the total cost for the three bids will be \$4,219, 170 +/- . Proceeds will be used from SPLOST 2007 proceeds.					
CONSENT	X						
NEW BUSINESS							
UNFINISHED BUSINESS							
OTHER							

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	<i>W</i>
DATE		DATE		DATE		DATE		DATE		DATE	10/11/13

COMMISSION ACTION AND REFERRAL

APPROVED		DATE TO BE RETURNED TO AGENDA:
DENIED		NOTES:
DEFERRED		

MEMORANDUM

Date: October 9, 2013

To: _____ Mr. Tom Couch _____

From: Kenneth Trapnell _____ Kenneth Trapnell _____

Subject: Resurfacing Projects Bid Report.10-9-2013

Sealed bids were opened at the Bulloch County North Main Annex on October 9, 2013 at 3:00 P.M. for 3 road resurfacing projects.

The newspaper advertisement (Statesboro Herald) for three (3) projects was on September 18, 2013 & September 25, 2013.

Invitation-to-Bid (IFB'S) for three (3) projects were e-mailed to fourteen (14) vendors on September 17, 2013.

The solicitation was advertised on GLGA Market Place listing for three (3) projects beginning on September 16, 2013.

All three (3) projects were posted on bullochcounty.net beginning on September 16, 2013.

All three (3) projects were posted on Georgia Procurement Registry beginning on September 17, 2013.

The bids received are as follows.

Project: Subdivisions

Bids received are as follows:

Vendor	Bid Bond	Bid Price
Millcreek Construction Statesboro, Ga.	Yes	\$151,470.00
East Coast Asphalt Douglas, Ga.	Yes	\$177,276.00
Ellis Wood Contracting	Yes	\$177,369.50
RB Baker Const.	Yes	\$198,500.00

Project: Chip Seal Overlays

Bids received are as follows:

Vendor	Bid Bond	Bid Price
RB Baker Const. Garden City, Ga.	Yes	\$3,010,500.00

Everett Dykes Grassing Cochran, Ga.	Yes	\$3,022,756.00
East Coast Asphalt Douglas, Ga.	Yes	\$3,133,580.00

Project: Kennedy Bridge Road & Others

Bids received are as follows:

Vendor	Bid Bond	Bid Price
Everett Dykes Grassing Cochran, Ga.	Yes	\$1,057,200.00
RB Baker Const. Garden City, Ga.	Yes	\$1,071,000.00
East Coast Asphalt Douglas, Ga.	Yes	\$1,073,161.10
Ellis Wood Contracting	Yes	\$1,083,767.50

These IFB's had Liquidated Damages clause's and other clause's.

If you need more information, please let me know.

ROAD SEGEMENTS BY BID

BID NUMBER	PROGRAM	BEGINNING	END	LENGTH	PCI RATING	ESTIMATED COST
NETWORK RESURFACING						
1	Kennedy Bridge Road	Register city limit	Evans County	8.200	21	\$658,268
1	Old Register Road	Langston Chapel	Burkhalter	2.140	0	\$226,324
2	Adabelle Road	US 301	Settlement Rd	2.060	19	\$165,369
2	Adabelle Road	Settlement Rd	Candler County	3.170	16	\$332,608
2	Langston Chapel Road	Old Register	Harville	2.567	20	\$269,323
2	Brooklet-Leafield Road	Brooklet CL	Stilson Leafield	2.900	21	\$304,245
2	Lakeview Road	Statesboro CL	Screven County	9.200	38	\$965,203
2	Pulaski Road	Bypass	Candler County	8.000	47	\$839,315
2	Clito	Lakeview	US 301	3.430	57	\$359,865
2	Harville Road	asphalt seam	SR 46	2.000	50	\$160,590
TOTAL						\$4,281,110
SUBDIVISIONS						
Hunters Pointe						
3	Pointer Road	Hunters Pointe	Akins Pond	0.460	66	\$28,800
3	Hunter's Pointe Drive	Akins Pond	Woodshole	0.585	69	\$29,850
3	Trophy Cove	Hunters Pointe	End	0.040	69	\$2,050
Huntington						
3	Hunters Way	Lakeview	End	0.396	53	\$20,224
3	Mossberg Circle	Hunters Way	Hunters Way	0.312	62	\$15,958
3	Browning Court	Hunters Way	End	0.037	68	\$1,912
Georgian Walk						
3	Peachtree Run	Lakeview	Magnolia Place	0.300	47	\$15,236
3	Dogwood Trail	Magonlia Place	End	0.454	57	\$28,440
3	Magnolia Place	Lakeview	End	0.045	69	\$2,290
3	Delta Cove	Dogwood Trail	End	0.050	95	\$2,520
TOTAL						\$147,280
GRAND TOTAL						\$4,428,390



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Administration/Public Works

MEETING DATE: 10.15.2013

RESOLUTION ATTACHED?

YES	<input type="checkbox"/>
NO	<input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

To approve an agreement with the Georgia Department of Transportation for their use of an inmate work detail.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

This agreement governs the use of the inmates and compensates the county for providing an inmate detail supervisor for litter pick up on state rights-of-ways. There are deductions for certain events whereby inmate details would be unavailable due to natural or manmade events. The agreement is attached Approval is recommended.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT					
(CHECK ONE)		BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES	
			NO	<input type="checkbox"/>		NO	X
PRESENTATION	<input type="checkbox"/>	ATTACH DETAILED ANALYSIS, IF NEEDED: The compensation rate would not exceed \$39,500. No impact.					
PUBLIC HEARING	<input type="checkbox"/>						
CONSENT	<input checked="" type="checkbox"/>						
NEW BUSINESS	<input type="checkbox"/>						
UNFINISHED BUSINESS	<input type="checkbox"/>						
OTHER	<input type="checkbox"/>						

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL 10/11/13	
DATE		DATE		DATE		DATE		DATE		DATE <i>[Signature]</i>	

COMMISSION ACTION AND REFERRAL

APPROVED	<input type="checkbox"/>	DATE TO BE RETURNED TO AGENDA:
DENIED	<input type="checkbox"/>	NOTES:
DEFERRED	<input type="checkbox"/>	

Keith Golden, P.E., Commissioner



DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

October 8, 2013

Mr. Tom Couch – County Manager
Bulloch County Board of Commissioners
115 North Main Annex
Statesboro, GA 30458

RE: Bulloch County Prison Inmate Detail FY2014

Dear Mr. Couch:

Please find enclosed three (3) copies of a proposed agreement between the Georgia Department of Transportation (GDOT) and the Bulloch County Board of Commissioners. This agreement outlines the "Inmate Detail" provided to GDOT by the Bulloch County Prison for Fiscal Year 2014. If this agreement meets with your approval, please complete all three (3) copies (Page four (4) along with the *Georgia Security and Immigration Compliance Act Affidavit*) and return to this office.

Please contact this office at (912) 871-1103 if you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Ron Nelson", with a long horizontal flourish extending to the right.

W. Ron Nelson
Area Engineer
17213 US Hwy. 301 N
Statesboro, GA 30461

WRN: ts

Enclosures

Copy: Area 6 Maintenance Files

**GEORGIA DEPARTMENT OF TRANSPORTATION
LEGAL SERVICES OFFICE**

AGREEMENT

THIS AGREEMENT is entered into the ____ day of _____, 2013, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter referred to as the "Department"), and Bulloch County, a county in the State of Georgia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County desires to obtain appropriate work for inmates incarcerated at its Facilities; and

WHEREAS, the Department desires to obtain the services of inmate work crews on public works projects,

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Scope of Services. The County agrees to provide the Department with **one (1)** work detail. The work detail is to have a minimum of **eight (8)** and a maximum of **ten (10)** inmates as well as one full-time correctional officer for the work detail, to assist in maintenance of DOT equipment, buildings, and rights of way or as communicated to the County from time to time in the manner provided herein (the "Work"). The County shall have the exclusive right and responsibility, through the correctional officer supervising the inmate work detail, to direct and supervise inmates with respect to the Work to be performed hereunder, provided that the Department shall at all times have the right and responsibility to direct the correctional officer concerning Work to be performed by inmates. The Department acknowledges and agrees that the Work shall not include inmate labor benefiting private persons or corporations.

2. Workplace Safety. The Department agrees to provide a safe workplace for the inmate work detail in accordance with the Occupational Safety and Health Act and State law. The Department shall be responsible for the coordination between the inmate work detail and other workers in the workplace. The County shall be responsible for custody of inmates at all times, including security, meals, and medical care. Each party agrees to comply with applicable laws, rules, regulations and orders of federal, State and local governments in the performance of the Work.

3. Vehicles, Equipment and Supplies. The Department agrees to supply a suitable vehicle for the transport of the inmate work detail to and from the location or locations of the Work and to supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. The vehicle shall be equipped with a mobile phone for the exclusive use of correctional officers, capable of communicating with law enforcement agencies and emergency medical personnel. It shall be the responsibility of the Department to procure and maintain a policy or policies of insurance protecting its interests of the vehicle and equipment provided for use by the inmate work detail. The Department further agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

4. Compensation. The Department agrees to pay the County the sum of **\$39,500** (thirty-nine thousand, five hundred dollars) per year for the duration of the Agreement. The Department acknowledges that the foregoing sum is commensurate with labor supplied, salary, benefits and overtime for correctional officers assigned to the inmate work detail, including all state holidays, annual, sick leave and mandatory training days for correctional officers, periods of inclement weather or facility emergencies, such as inmate disturbances and medical quarantine, *provided that the Department shall not be required to pay for any periods exceeding 15 days per fiscal year for any periods where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason (such as officer's leave/vacation) except vehicle failure (where such failure is the fault of the Department) or inclement weather. In the event the number of days exceeds 15 per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather, the Department shall not be required to pay for these additional days and the County shall credit the Department with a pro rata share of the compensation agreed upon herein for any days exceeding 15 in which a correctional officer cannot be provided for the reasons set forth herein. This pro rata share shall be calculated as follows: One Hundred Seventy-Three and 24/100 Dollars (\$173.24) for each day exceeding 15 days per fiscal year where a correctional officer cannot be provided due to facility emergencies (such as inmate disturbances and medical quarantine) or for any other reason except vehicle failure (where such failure is the fault of the Department) or inclement weather.* The County will provide the Agency with an explanation of any days in which the inmate work detail is not available on the County's monthly invoice, which invoice is due and payable 30 days from receipt by the Department, *and any reductions in the compensation to be paid by the Department shall be credited to the Department by the County at the end of the fiscal year.*

5. Term of Agreement. This Agreement shall be effective from the date hereof and shall continue in force and effect until **June 30, 2014**. The parties may, by mutual agreement in writing, extend the effectiveness of this Agreement for additional time periods, provided, that either party may terminate this Agreement for convenience, by providing 60 days notice to the other party in writing.

6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to the Department: Commissioner
Georgia Department of Transportation
One Georgia Center
600 West Peachtree St
Atlanta, GA 30308

If to the County: County Manager
Bulloch County Board of Commissioners
P.O. Box 347
Statesboro, GA 30459

7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

BULLOCH COUNTY

THE GEORGIA DEPARTMENT OF
TRANSPORTATION:

By: _____
Chairman of Bulloch County
Commissioners

By: _____
Keith Golden, P.E., Commissioner

Witness: _____
(Notary Public)

Attest: _____
Angela Whitworth, Treasurer



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

EEV / E-Verify™ User Identification Number

Date of Authorization

BY: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201_

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:

Administration/Public Safety

MEETING DATE: 10.15.2013

RESOLUTION ATTACHED?

YES	<input type="checkbox"/>
NO	<input checked="" type="checkbox"/>

REQUESTED MOTION OR ITEM TITLE:

Discussion based on a presentation by EMS Consultants on a sole-source proposal to provide third party billing for county ambulance service.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

An analysis by the administrative staff has determined the current in-house billing operations has been underperforming and is frequently behind without adequate justification. The County Manager has asked EMS Consultants of Lagrange, GA (who currently provides the billing software, but also provides this service to other cities and counties) to provide a formal proposal based on questions provided to the vendor. EMS Consultant will be present to give an overview of their proposal and answer questions. The proposal response is attached.

AGENDA CATEGORY		FINANCIAL IMPACT STATEMENT						
(CHECK ONE)		BUDGETED ITEM?	YES	NO	AMENDMENT OR TRANSFER REQUIRED?	YES	NO	
PRESENTATION	<input checked="" type="checkbox"/>	ATTACH DETAILED ANALYSIS, IF NEEDED:						
PUBLIC HEARING	<input type="checkbox"/>	If the lower end of the proposed benchmark EMS-C has proposed is achieved, this will result in estimated net collections of \$1,847,625. The current level of collections approximates \$1.3-\$1.5 million.						
CONSENT	<input type="checkbox"/>							
NEW BUSINESS	<input type="checkbox"/>							
UNFINISHED BUSINESS	<input type="checkbox"/>							
OTHER	<input type="checkbox"/>							

AGENDA ITEM REVIEW AND APPROVAL

DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>
NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>	NO	<input type="checkbox"/>
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL <i>[Signature]</i>	
DATE		DATE		DATE		DATE		DATE		DATE 10/11/13	

COMMISSION ACTION AND REFERRAL

APPROVED	<input type="checkbox"/>	DATE TO BE RETURNED TO AGENDA:
DENIED	<input type="checkbox"/>	NOTES:
DEFERRED	<input type="checkbox"/>	



Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5160

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ATTACHMENTS

- ATTACHMENT A: Company Organizational Chart
- ATTACHMENT B: Compliance Program
- ATTACHMENT C: Insurance Documents
- ATTACHMENT D: Billing Service Contract



Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5160

Proposal For:

AMBULANCE TRANSPORT BILLING FOR BULLOCH COUNTY GA
EMERGENCY MEDICAL SERVICES

Date: September 25, 2013

Presented To: **Bulloch County EMS**
PO Box 1409
Statesboro, GA 1409

Presented By: **EMS Consultants**
Physical Address
101 Lukken Industrial Drive East
LaGrange, GA 30241

Mailing Address
PO Box 2584
LaGrange, GA 30241





Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5460

will dedicate resources to the County's account to ensure top notch customer service and that financial performance is optimal.

- 3. **Expertise-** EMS Consultants brings to the table more than 25 years of experience in EMS reimbursement services. Currently, we represent more than 1/3 of the market share in the state of southeastern United States, whether that is a billing service client, consulting service client, or software client.

If you have any further questions or would like additional information, please do not hesitate to call us or visit our website. Adam Patterson, VP of Sales, will serve as your primary contact for any questions or comments you may have regarding this proposal. Thank you for your consideration. We look forward to this opportunity to continue to serve Bulloch County.

Respectfully Submitted,

Grant S. Patterson, COO



Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5460

B. LETTER OF TRANSMITTAL

September 25, 2013

Bulloch County EMS
PO Box 1409
Statesboro, GA 1409

Dear Selection Committee:

Thank you for this opportunity to present our company, EMS Consultants for consideration during your procurement for an automated EMS billing and collection system. Since 2001, EMS Consultants has had the privilege to serve Bulloch County as your trusted partner in EMS billing software, patient care reporting software, and consulting services. As a valued client, we would like to present our proposal to Bulloch County to evaluate our third party billing service. Please note, this offer will remain valid for 90 days from the date of this proposal.

EMS Consultants is a privately held corporation established in Lagrange, Georgia. Since 1989, our company has provided the EMS industry with a high quality legal and consulting service, software product line, and billing service. Since the beginning our mission has remained constant; to provide the EMS industry with high quality products and services, at an affordable price. Today, EMS-C provides billing services for some 100 plus EMS entities, totaling more than 30,000 transports per month, each experiencing above industry average reimbursement collection rates. Our dedication to EMS billing in conjunction with our unique business model has enabled us to provide our clients with collection rates superior to that of our competitors.

Reimbursement for EMS and ambulance service is what we do, and we are confident that we can provide you a quality billing service, yielding maximum legal reimbursement. As Medicare and Medicaid consultants, we have a clear understanding of EMS billing. We will provide this service while adhering to strict healthcare billing laws and regulations. With more than 25 years of experience under our belt, EMS Consultants has proven that it is a leader in the industry, offering a full line of reimbursement consulting services, full software product suite, and EMS billing service. The fact that we are a billing service, software, and consulting firm, brings a value add to our proposal that will be the difference.

In preparation of this proposal, we hope to illustrate 3 major points:

- 1. **Technology-** As a software development company, we bring to the table a technical know-how and efficiency that others cannot. We strive to look for new technologies that will improve operations and improve the client experience. As a billing service client, we will agree to provide Bulloch County with free patient care reporting software, onsite training, technical support, along with software updates and enhancements.
- 2. **Service-** As a medium sized company, we are large enough to appropriately assign resources needed to get the job done, but small enough to care about the individual job we do. We





5 years.

7) Company Structure

EMS Consultants is organized under executive management operations. The company is structured and organized into (5) four departments by business function; sales department, billing service department, technical services department, software development department, and Corporate (including the consulting & legal services division). Since 2007, EMS Consultants has experienced a 100% growth rate in employee size, with an average hiring rate of 10 new full time employees per year. Based on growth projections, we plan to employee more than 150 full time employees by the end of 2017.

EMS Consultants currently employs 98 full time employees:

- Corporate Employees- 9
- Billing Department- 66
- Technical Service Department- 10
- Software Development Department- 6
- Sales Department- 6

*Please refer to Attachment A for our company organizational chart.

8) Company History

EMS Consultants was established in 1989 in Lagrange, GA by founder, Richard A. Tibbetts to provide the EMS industry with reimbursement and management consulting as well as billing software for EMS ambulance providers. By January of 1991, the demand for our consulting services and software products increased our footprint, allowing us to expand the marketing territories to cover the twelve southeastern states. Currently, our marketing territory extends to each of the 35 states covered in the Eastern and Central time zones. Today, EMS Consultants has over 250 ambulance services currently utilizing our software products & services throughout our original 12 state marketing area.

General Timeline

- 1988- EMS Consultants was established in LaGrange, GA
- 1989- Released EMS Billing Software- one of the first ambulance billing software applications in the nation. First began transacting business in the state of Georgia
- 1991- Expanded marketing territory to cover the 12 southeastern United States
- 1997- Developed and introduced ART ePCR software, Collections software
- 2000- Unofficially began providing third party billing service for select software clients
- 2002- Conducted entire software product line rewrite from DOS to Windows
- 2005- Officially announced and marketed third party billing service
- 2007- Moved to existing office location for growth
- 2010- Released new Prestige ePCR software product to replace ART software. Began development of new Billing, Collections, and CAD software rewrite.



C. COMPANY OVERVIEW

1) Service Provider Legal Business Name:

Emergency Medical Services Consultants, Ltd.
D.B.A. EMS Consultants

2) Corporate Office Address:

EMS Consultants
101 Lukken Industrial Dr. E.
LaGrange, GA 30241

3) Mailing Address:

EMS Consultants
P.O. Box 2584
LaGrange, GA 30241-2584

4) Service Provider Contact Information:

Office Phone: 1(800) 342-5460
Fax: 1(706) 298-0231
Primary Contact: Adam Patterson, VP of Sales
Email: apatterson@emschltd.com

5) Service Provider Corporate Information:

EMS Consultants is a Georgia Corporation
a. Secretary of State Control Number- J821210
b. Incorporation Date- Nov. 2nd 1988

6) Facility

EMS Consultants is located at 101 Lukken Industrial Dr, LaGrange, GA, 50 miles south of Atlanta off I-85. In November 2011, EMS Consultants began a multi-million dollar expansion of our existing office to accommodate demands for billing service growth. In August 2012, EMS Consultants completed the final phase of construction. The newly expanded office is now housed in a 30,000 square foot office building, efficiently laid out for our operations and equipped for future billing service growth. Currently, our billing department is efficiently designed and laid out with 130 6x6 cubicle workstations, all equipped with internet, phone, modem, and power, of which we have 50 ready today for additional billing service growth.

In addition to the billing department expansion, we also added a state of the art multi-purpose training classroom. The training room is fully furnished and setup with classroom style seating to facilitate new employee and ongoing education workshops for both existing employees and clients alike. Furthermore, we also added multiple offices designated for our training, compliance, and quality assurance officers. This recent expansion has been designed to facilitate and meet the needs of exponential billing service growth over the next





Consulting and Legal Services

Our consulting and legal services offered include; EMS management and system design consulting, reimbursement consulting, representation in Medicare & Medicaid overpayment and audit hearings, in addition to a broad scope various other legal services. Our team of consultants has represented dozens of EMS services over the years, with a win ratio of 95% for overpayment assessment appeals. As a billing service client, we will provide the County with the assurance that your EMS billing is conducted in full compliance with the laws and regulations that mandate our industry, including: Medicare, Medicaid, and HIPAA, among others.

10) Our Consulting Team



Richard A. Tibbetts, the President and CEO of EMS Consultants, is a Georgia paramedic with over 35 years in ambulance service experience, including 10 years at a hospital based ambulance in inner city Atlanta, 2 years with a Metro Atlanta Fire Department based service, 1 year with a helicopter service and 18 years as the owner and chief operating officer of a 911 service in a community of 60,000 residents. As president of EMS Consultants, Rick has represented five state Ambulance Associations as their Medicare consultant, successfully negotiated with Medicare Carriers to increase statewide Medicare reimbursement rates (through Inherent Reasonableness) in four states, successfully conducted overpayment and audit hearings on behalf of hundreds of ambulance services, prepared bids for and assisted many County Governments with EMS system design and sat on two CMS committees. Rick currently writes all software specifications, handles all EMS system management, operational and design consulting, often speaks to state associations and conducts ambulance reimbursement seminars.



- 2012- Completed new office construction project
- 2012- Released new Prestige CAD software.
- 2013- Prestige Billing Software released for internal operations.

9) Products & Services

Software

EMS Consultants provides a full line of EMS software products designed specifically for the ambulance industry. Our fully integrated software product line includes: Prestige CAD (computer aided dispatch) software; Prestige ePCR (electronic patient care reporting) software, used by ems professionals in the field; EMS Billing software; and EMS Collections software. EMS Consultants provides our clients with our cutting edge Prestige ePCR software to capture data in the field. Bulloch County was upgraded to our newest Prestige ePCR software product with HIPAA compliant data hosting services last year, at no additional charge. Furthermore, we utilize our own EMS Billing software for billing operations. This is a clear advantage that we provide our billing service clients.



Billing Service

EMS Consultants Billing Service has proven to be a core component in our business model, becoming one of our most sought after products and services. Today, EMS Consultants provides service for more than 100 clients, totaling more than 30,000 transports per month. Our billing service clients all range in size and type, including: non-emergent, all emergent, or a mix; government and privately owned; large and small in call volume; fire and ambulance based. Our billing service is currently performing at a 80% average adjusted collection rate, after Medicare and Medicaid contractual write-off, or \$345.00 cash per call collected for our clients. Due to our unique business model, EMS Consultants is able to provide additional value to our billing service clients by also offering access to our consulting and legal service team. Furthermore, as a software firm, we are able to utilize our own software applications for operations. To create additional value for our clients, EMS Consultants offers our clients free Prestige ePCR software with data hosting services, software maintenance and support, along with onsite training at no additional charge. We provide our clients with these services in exchange for a fixed percentage of month-end net collections.





paperwork for initial set-up of insurance billing activities or any documents required by insurance programs, Medicare and Medicaid at any time.

13) Prior Litigation/Compliance

EMS Consultants has never been investigated nor has it had any controversy with any government regulatory agency. EMS Consultants has an in-house Medicare compliance program, based upon the Office of the Inspector General (OIG) recommended ambulance compliance program (as published in the Federal Register V.65.160 August 17th, 2007), to provide semiannual in-house audits of all billing service client data. Steve Everett, our Medicare Compliance Officer regularly audits each client account to ensure that all rules and regulations are being adhered to in the billing process.

EMS Consultants will comply with all Federal, State and local laws, including, but not limited to CMS, HIPAA, Red Flag rules, and other regulations for our industry. We will bill according to the appropriate level of service rendered and fee schedule established by The County. Our internal compliance programs have been established by our team of industry leading consultants.

14) Drug Free Workplace Statement

EMS Consultants will provide and maintain a drug free workplace for our employees.

15) Equal Opportunity Employer

EMS Consultants is an equal opportunity employer.

16) Use of Sub Consultants

EMS Consultants does not intend to utilize sub consultants for this proposal.



G. Christopher Kelly Esq., is an attorney who focuses on the ambulance industry. Chris writes the monthly column *Emergency 4*1*1* in *EMS Magazine*, and sits on the magazine's editorial advisory board. He has also co-authored two books on HIPAA for EMS and ambulance services. Chris has represented many ambulance services in Medicare audits and formal investigations, State licensing issues, contracting issues, overpayment appeals and numerous other EMS related issues. Chris represents clients in many States across the U.S. He is also a frequent contributor to EMS publications and a frequent lecturer and State and National EMS meetings, including the Georgia Association of EMS.



Stephen Everett, MBA, MPA, worked for HCFA (now CMS) for 14 years, first with the Office of Program Integrity and later as the Southeast Regional Chief of Medicare Policy. After his career with Medicare, Steve went on to serve as a Medicare Hearing Officer for 16 years. During this time he heard hundreds of ambulance related Medicare appeals. Steve currently works with EMS Consultants as a Medicare Compliance Officer and he assists with Medicare/Medicaid overpayment appeals cases.

11) Commitment Statement

EMS Consultants is committed to achieve the highest possible reimbursement for our clients while adhering to strict Medicare and Medicaid compliance standards. In effort to achieve maximum allowable reimbursement we adhere to a diligent training protocol, a strict billing procedure, in conjunction with thorough follow-up procedures for each and every billing service account.

12) Working Knowledge with Medicare, Medicaid, Insurance

EMS Consultants works close with Medicare, Medicaid, and Commercial Insurance to remain up-to-date and knowledgeable of all upcoming proposals and changes in rules and regulations. Our billing department will file all claims electronically when possible, including cross over and secondary insurance claims. Our billing protocols require that all denials be worked to correct any discrepancies or deficiencies so that claims may be re-filed or appealed and payment obtained. EMS Consultants will be happy to submit any necessary



Billing Service- Prestige ePCR Software	Billing Services – Prestige ePCR Software
Billing Service client since 2008. Previously billed in-house. Call volume averages 300 transports per month.	Billing Service client since 2006. Previously billed in-house. Call volume averages 800 transports per month.

II. Finance and Reporting

1. Please explain what type of information and reporting will the County receive, including the following:

EMS Consultants' Billing Software will provide over 60 financial and statistical reports that will be available to The County. We will submit reports to The County via email, mail, or upload reports to our secure website for retrieval. Due to the fact that we own and support our own software application, we have the capability to generate custom reports for our clients, if deemed necessary. We will be happy to work with The County to provide custom reports on an as needed basis. Although we will not charge for this service, we must impose that customized report generation will be on an as needed or as required basis.

EMS Consultants Billing software is designed to process and handle ambulance billing claims based on claim/invoice status, paycodes (payer classification- i.e. Medicare, Medicaid, etc.) status, and patient status. The system has been designed with logic to address each claim/invoice according to its designated claim/invoice status, paycode classification, and patient status. Furthermore, our reports logically are designed to report based on the different classifications. Below, we have included a description of each report requested per section.

- a. Distribution of charges and collections – tracking charges, payments and financial class mix of all patients.

Statistical Reports – List of Payments by Date

Data on this report is in payment date order, listing payments entered for the current month. The report prints service date, invoice number, paycode and payment giving a grand total of payments.

Statistical Report – List of Payments by Vehicle or Zone Code

Our invoice numbering system allows you to track information for a vehicle(s) or a zone code. It will list payments entered for the current month for vehicle on a separate report. Data on this report is in payment date order. The report prints service date, invoice number, paycode and payment giving a grand total of payments.



D. RE: EMS BILLING AND OUTSOURCING

- i. Due Diligence

Can you provide three (3) client references with appropriate contact information for similarly situated clients (payer mix, demographics) and average collection rate over past five years?

EMS Consultants provides EMS billing services for more than 100 clients located throughout the Central and Eastern Time zones, billing for a total of more than 30,000 claims per month. Our billing service clients all range in size and type, including: non-emergent, all emergent, or a mix; government and privately owned; large and small in call volume; fire and ambulance based. Our billing service is currently performing at a 80% average adjusted collection rate, after Medicare and Medicaid contractual write-off, or \$345.00 average cash per call collected for our clients. Below, I have included contact information with transport volume for a select few clients.

Houston County EMS	Ware County EMS
Warner Robins, GA David Borghelli, Director 478-975-5400 Billing Services – ART Software	Waycross, GA Perry Blackburn, Director 912-287-4454 Billing Services – ART Software
Billing Service client since 2005. Previously outsourced billing to another Georgia based billing service provider. Call volume averages 1,300 transports per month.	Billing Service client since 2006. Previously billed in-house. Call volume averages 500-600 transports per month.
Wayne County EMS	Keller EMS
Jessup, GA Richard Johnson, Director 912-427-5999 Billing Services – ePCR Software	Sheffield, AL Brandy Simpson, Business Office Director 256-386-4601 Billing Services- ART Software
Billing Service client since 2005. Previously billed in-house. Call volume averages 175 transports per month.	Billing Service client since 2010. Previously used outside billing service. Call volume averages 1,400 transports per month.
Russell County Ambulance Service	Berkley County EMS
Jamestown, KY 42629 Terry Hancock, Director (270) 343-6464	Monks Corner, SC Amber Strickland, Admin 843-719-4180



service, due date, primary and secondary paycodes and the amount due. The report will total each column as well as a grand total.

Aged Report – Patients with Selected Patient Status

This report allows you to select data by the patient status (Active, Contract, Subscribed). You will have an opportunity to enter a beginning date, middle date, and ending date. These dates will represent the due date for each column and where the balances are displayed under each column. The report will be grouped by patient and prints alphabetically. Under each patient, any invoice with a balance that the patient has will be listed showing, the invoice number, date of service, due date, primary and secondary paycodes and the amount due. The report will total each column as well as a grand total.

Aged Reports – Aged Receivables by Paycode

This report gives you two selection criteria, Active and Contract Only or All Invoices. The data is printed out in two different formats, aged on due date and aged on service date. Data is further broken down into paycodes with each paycode broken out into columns to show under 30, 31-60, 61-90, 01-120, 121-180 and over 180 with a grand total. This is a one page report.

Age Reports – Aged Receivables by Paycode with Totals

This report gives you two selection criteria, Active and Contract Only or All Invoices. The data is printed out in two different formats, aged on due date and aged on service date. Data is further broken down into paycodes with each paycode broken out into columns to show under 30, 31-60, 61-90, 01-120, 121-180 and over 180. Each paycode is totaled as well as a grand total.

Aged Reports – Aged Trial Balance

The Aged Trial Balance report provides invoice number, status, primary and secondary paycodes, patients first and last name, past due (number of days), date of service, and due date. Report totals are broken down by due 30, due 60, due 90, due 120, due over 120 with a grand total as well as total number of invoices.

Aged Reports – Aged by Fiscal Year

The selection criteria is for All Invoices or Active Only. The report provides a total accounts receivable balance for the selection. It displays the information beginning with current fiscal year backwards up to six years showing the actual dollar amount and what percentage of the A/R is in that fiscal year.

- c. Monthly payment listing – identifies payments, contractual adjustments write-off adjustments and refunds authorized by the County and posted to each patient's account.



Statistical Report – List of Payments by Paycode

This monthly report gives a breakdown by paycode in dollar amount as well as percent. It compares current month, year-to-date to last year same month and last year year-to-date.

Statistical Report – List of Payments by Paycode/Vehicle or Zone Code

Our invoice numbering system allows you to track information for a vehicle(s) or a zone code. It will list payments entered for the current month for each vehicle on a separate report. Data is printed in a breakdown by paycode in dollar amount as well as percent. It compares current month, year-to-date to last year same month and last year year-to-date.

Statistical Report – List Charges by HCPCS Code

This summary report will list the HCPCS and description for each code. It totals the number of invoices entered in the current month for each HCPCS code as well as the total charges. A usage percentage is calculated for each HCPCS code and displayed for the current month as well as year-to-date.

Statistical Report – List of Charges by Paycode

This report is a summary of charges for the current month broken down by paycodes. The report provides the total charges for each paycode and the percentage for the month. It compares current month, year-to-date to last year same month and last year year-to-date.

- b. Aged Receivable Report – outstanding invoices sorted by date or account for 30, 60, 90, 120 plus days.

Aged Report – All Patients

When you select this option, you will have the opportunity to enter a beginning date, middle date, and ending date. These dates will represent the due date for each column and where the balances are displayed under each column. The report will be grouped by patient and prints alphabetically. Under each patient, any invoice with a balance that the patient has will be listed showing, the invoice number, date of service, due date, primary and secondary paycodes and the amount due. The report will total each column as well as a grand total.

Aged Report – Patients with Selected Invoice Status

This report allows you to select data by the patient's invoice status (Active, Inactive, Collection, Contract, Hold, Legal, Subscribed). You will have an opportunity to enter a beginning date, middle date, and ending date. These dates will represent the due date for each column and where the balances are displayed under each column. The report will be grouped by patient and prints alphabetically. Under each patient, any invoice with a balance that the patient has will be listed showing, the invoice number, date of



charges by HCPCS code report in Billing will provide a breakdown of charges by line item, i.e. HCPCS Code A0425- Mileage, HCPCS Code A0429- BLS Emergent, HCPCS Code A0427- ALS Level 1 Emergent, HCPCS Code AO999- Treat without Transport (possible refusal), etc. Below is a description of that report.

Statistical Report – List Charges by HCPCS Code

This summary report will list the HCPCS and description for each code. It totals the number of invoices entered in the current month for each HCPCS code as well as the total charges. A usage percentage is calculated for each HCPCS code and displayed for the current month as well as year-to-date.

- 2. What are the recommended procedures for receipt of funds by the county? For example, should we link our zero balance account to a lockbox where the bank logs the payment and forward information to the billing company? – Who then applies the payment to the appropriate patients account?

Our billing protocol requires that all payments are posted to the appropriate account once copy of payment is received. To comply with federal regulation, all monies will be sent direct to the client, with the exception of private pay credit card payments, if opted. Private pay payments made by credit card will be sent to the client on a regular basis, typically at the end of the month, once the account has been reconciled. Once payment has been received, copy of the payment will be forwarded to our Billing office for posting.

We would recommend that the County utilize a lockbox to remit all payments to. The bank can either give us online access to view all payments, copies of checks, and copies of other supporting documentation for posting purposes, or simply mail a copy to our office twice per week.

- 3. The contract says that you will bill all ambulance calls within three business days of receipt of the electronic file from the provider – is the referenced electronic file the same as a billable run?

The electronic file referenced in the contract refers to the electronic patient care report from the Prestige ePCR software system. Once the PCR is completed and validated, our billing office can then export the data from the Prestige ePCR software system into our billing software application for processing of billable transports or payable claims.

- 4. Proper cutoff is needed for monthly reports so that A/R posted for the month includes incidents for the previous month and subsequent month to improve accuracy of reconciliations. Please explain any procedures that you would use or recommend to be in place to close the month after verifying that all collections have been posted and all incidents have been billed for the previous month.



General Reports – Write Off Detail Report

You have the option to sort this report by invoice number or transaction date. The report is grouped by write off type. Each type is on separate reports. The patient's first and last name, invoice number, date of service, transaction date, description and amount is provided for each write off for the current month. A grand total is provided for each write off type.

Statistical Reports – List of Payments by Date

Data on this report is in payment date order, listing payments entered for the current month. The report prints service date, invoice number, paycode and payment giving a grand total of payments.

Statistical Report – List of Payments by Vehicle or Zone Code

Our invoice numbering system allows you to track information for a vehicle(s) or a zone code. It will list payments entered for the current month for vehicle on a separate report. Data on this report is in payment date order. The report prints service date, invoice number, paycode and payment giving a grand total of payments.

Statistical Report – List of Payments by Paycode

This monthly report gives a breakdown by paycode in dollar amount as well as percent. It compares current month, year-to-date to last year same month and last year year-to-date.

- d. Refund request report – All patients due refunds as a result of overpayment of account.

EMS Consultants will provide the County with a refund request form, along with a customized excel spreadsheet identifying which invoices are requested for refund, to specifically show the invoice number, date of service, refund request amount, date client notified, refund processed date.

- e. Non-sufficient funds – All NSF checks that have been returned to the County to pursue collections.

Due to the fact that EMS Consultants does not handle the County's money directly and that we post copies of payments actually deposited, we will not be able to track NSF checks.

- f. Total emergency and non-emergency requests, ALS and BLS requests, and non-billable and patient refusal requests.

EMS Consultants Prestige ePCR software application offers the County the ability to run multiple reports based on service mix, call type, dispatch, and patient disposition (treated and transported, refusal, treat-no transport, cancelled, etc.) . Furthermore, our



then to be submitted back to our office for posting and correction. The same protocol applies to insurance, with the exception that the insurance company may require submission of a specific refund statement form.

8. Describe your internal audit/control system. For example, do you have in place an exception report system to verify accounts that remain unbilled due to erroneous or incomplete billing information?

EMS Consultants has in place a claim audit validation tool that checks various data elements required for Medicare, Medicaid, and most major commercial insurance. These validations must be met for each invoice/claim in order for the claim to be queued for extraction and filed to the appropriate payer. This validation tool is used to reduce the front-end rejection/denial rate on claim submission. Furthermore, we also have in place follow up jobs that are built into the software system designed to identify and track claims that have not been filed, or have been filed but have not paid or rejected, for example. This report is tracked by management daily to ensure claims are followed up on and processed with the appropriate payer for payment.

9. Are you able, willing to work with our external auditor to reconcile information for annual financial reporting?

Yes, EMS Consultants will agree to work with the County's approved audit team for reconciliation purposes. This is a common practice for our business and we will not have any issue meeting this request.

10. Is it correct that your fees based on amounts collected, not billed?

Yes, this is correct. EMS Consultants will provide all requested services listed in this proposal in exchange for a set monthly percentage fee based upon month-end net collections, which is total cash collected less refunds. By charging a percentage of month end net collections, we will have a greater incentive to collect the maximum legal amount that may be reimbursed. There will be no other fee for services as part of this agreement.

In addition to billing service, we will provide the County with our Prestige ePCR software system, along with updates, HIPAA secure data hosting services, software support, and training during the term of the contract. There are no support fees for any software or technical services provided by EMS Consultants for the period we are providing your Billing Services. Furthermore, we will also provide the County with consulting services consisting of optional annual on-site review. All of these items will be provided to the County as part of this proposal.

11. Please make recommendations on how you will increase the County's collection rate, and what your expected level of collections should be?

Our primary focus to increase the County's collection rate will be more aggressive/attentive follow up on claims. Simply put, follow up on a claim once created and submitted is the most



In an effort to properly account for all transports, charges, and payments are properly posted for a particular period, EMS Consultants would request the following from the County.

1. Incidents/Patient Care Reports (PCR) are completed and validated for billing purposes within (3) three days of the date of service. This also includes all other supporting documentation, i.e. PCS forms, etc.
 2. Copies of payments and/or EOB's are submitted to our office for payment posting within (3) three days of receipt by the Client. This can be handled via a lock box agreement, providing that we have access to the deposit records.
 3. Month-end reconciliation information is provided to our billing office for balancing purposes.
5. Please recommend any practices that the County and third-party biller should have to reconcile collections reported and invoices to amounts deposited in the bank.

If the County elects to use a lockbox, we will be able to post payments daily to the deposit record. We should actively post payments daily once copy is received by our office. If the County does not use a lockbox, we would request that copies of payments and deposit records be either emailed or faxed to our office at least 2 times per week. At the end of the month, we would request a bank statement (if the account is dedicated to ambulance), or a modified reconciliation report generated by the County to balance monthly to. We would request this at the close of the month, prior to the 5th day of the preceding month so that we may close out timely.

At the end of the day, our billing protocol requires that the billing account manager balance the daily transaction log to the system reports. We would recommend that the County provide our office with a deposit record/log and corresponding bank statement to reconcile our accounts to, once a deposit has been made and monthly bank statement has been issued.

6. Does our present computer hardware meet specifications to operate your software? If not, what is needed?

Based on the information provided to our office, Bulloch County EMS currently has in place adequate hardware to run the Prestige ePCR software application.

7. What is your process for handling overpayments and issuing refunds?

Once payment has been received, a copy of the payment will be forwarded to our Billing office for posting. If a patient is due a refund for an account, due to a situation where an overpayment has occurred, the billing protocol requires that the assigned billing account manager submits a refund request, including patient name, address, invoice number, service date, and other pertinent information for the refund be submitted to the client. Once the refund request has been received by the client and payment made, the copy of the check and refund request is



III. Documentation and Collection Procedures

1. Explain the collection procedures you would use for this engagement.

EMS Consultants has in place a thorough EMS billing policy and procedure manual, developed by our team of reimbursement consultants. Each employee of EMS Consultants must successfully complete a 90 day training period, in which we cover billing policies, Medicare compliance, HIPAA compliance, and customer service training. Our company has in place various level of management to further ensure that these policies are updated and followed.

We will provide The County with a dedicated toll free line for patients to call in to request information regarding their account and make payment. This line will be answered by a team of billing account managers assigned to the account. This line will be available Monday-Friday, 8:00am to 5:00pm EST.

We will continue to file all Medicare claims, Medicaid claims, and commercial insurance claims electronically, where available. Claims that are determined to be private pay will be verified at the time of entry into the system for insurance. Private pay invoices will be printed and mailed to the patient within 3 business days of receipt from The County. Our strict follow up process requires that all electronic submission of claims is followed up on immediately to ensure successful transmission of the claims.

Unless instructed by The County, we will continue to process and mail statements twice a month, once at mid-month and the second at month end, for the term of the billing cycle. These statements will contain account summary information and notifications specific to the aging of the account. We will also agree to process and mail special statements, at the request of the patient. Furthermore, we will also attempt to contact the patient for all private pay accounts to obtain missing insurance information or negotiate payment arrangements.

Our billing protocol requires that all payments are posted to the appropriate account once copy of payment is received or within 3 days receipt from The County. Our billing account manager will balance each day to The County deposit record in order to ensure that we balance to The County's financial system. Our billing software utilizes a transaction log, which our billers will balance the deposit record to. To comply with federal regulation, we would request that all payments be sent direct to The County (lockbox or direct) with the exception of credit card payments (if opted). Credit card payments will be processed and remitted to The County at the end of each month once the account has been reconciled. We will provide this service to The County at no additional charge.

Patients who wish to make payment via credit card will have the option to call into our billing office and make payment over the phone, or log-in to our secure "Electronic Ambulance Billing Payment System" website to update their contact information and make a payment. At the end of the month, we will reconcile the account and disburse payment to The County. This option is at the discretion of The County.



difficult and time consuming part of ambulance billing. However, this has proven to be the major difference in revenue increase for our clients as we assume billing responsibilities for their accounts. In our last review of your account, the County was averaging at approximately \$300.00 YTD average cash per call. In our experience, we would set a benchmark of \$325.00-\$350.00 YTD average cash per call.

12. How will charges for Out of Town Transports (OOT's) and special events be handled? Are you willing to provide guidance for fee schedule?

EMS Consultants will assist the County is reviewing your current fee schedule. In regards to charges for Out of Town Transports (OOT's), they should be billed at the same rate as that of in-town transports. Payment on these transports will only differ based on the additional loaded mileage. EMS Consultants will also provide billing for special events, if opted. We would request a copy of contract for these events, if available. The County may also opt to bill for these services. We will be happy to comply with the County either way here.

13. Explain advantages and disadvantages of hard versus soft billing, and what strategies you would recommend for the County.

Basically, hard billing means that customers are billed for full payment, regardless of whether or not he/she has insurance. This billing method has proven to increase revenue, however, it is a very difficult and aggressive approach. This is not ideal for some County governments who aggressively bill elderly Medicare patients for balance due amounts when those patients are also local tax paying citizens. We would not recommend this approach for the County.

The other billing method is soft billing. This would be the recommended approach for the County. With soft billing, the patient insurance is billed directly, with an attempt to also collect on co-pays. In this scenario, the County may elect to write-off the balance due for the elderly Medicare patient on a fixed income, after primary insurance has paid. This is a much more compassionate and socially acceptable billing approach for County EMS services.

14. A method is needed to verify the accuracy of individual amounts paid by credit card. We prefer that a bank account be established to receive patient credit card payments so they are verifiable.

EMS Consultants will provide the County with free credit card processing services as part of our proposal, if opted. As stated above, all monies will be sent direct to the client, with the exception of private pay credit card payments. Private pay payments made by credit card will be processed and deposited into our dedicated credit card checking account for billing services. These payments are then mailed to our clients, typically at the end of the month, once the account has been reconciled by our billing specialist and our accountant.





information is complete and correct; perform patient eligibility checks if no insurance is listed; determine the appropriate level of service and proper coding necessary to bill the claim; process claims with insurance, Medicare, Medicaid; mail out invoices and month end statements; take all incoming patient calls; negotiate payment arrangements; apply payment; balance our transaction log to your deposits; request accounts to be considered for refund; to name a few.

Additional management will also work with the County in various roles. Headed by the VP of Billing Service, Joseph Cardin, our Billing Department is organized into manageable billing teams consisting of one (1) supervisor per team of billing account managers. Each supervisor assigned to a billing team oversees the day to day operations of their team members to ensure that all billing protocols are being carried out and in a timely manner. Each week, supervisors hold billing team meetings to gauge performance and address questions presented by billing account managers. If awarded the contract, EMS Consultants will assign one supervisor to manage your account.

- 3. The standard contract that you have provided states that within five days of the receipt of the end of month data from the County, the Contractor will close the month and mail the County monthly accounting and statistical reports, if requested. What is the end of month data by the County? Does that mean all the incident reports?

The end of month data referenced in the contract refers to all electronic patient care reports/incident reports, copies of payments, and bank account reconciliation reports.

- 4. Will all EMS run reports be entered into billing system daily? If not, how will they be entered in the quickest fashion possible?

Once a run report/patient care report "PCR" has been entered into the Prestige ePCR software and made active, meaning it has meet the minimum data validations required for billing and state reporting, the PCR can then be exported to the Billing application. Our billing protocol requires that all available PCR's are to be imported from the Prestige ePCR system every day, at the beginning of each work day.

- 5. What documentation should/will be used to check the medic's reports before transmitting to you?

EMS Consultants will require certain information be gathered and documented into the PCR in order to legally bill the claim with the appropriate payer. Most of these required fields can be administered via the Prestige ePCR software system through the use of validations and narrative templates. We will require that medics review and correct the narrative template so that it is specific to the transport. We will also require PCS forms for all non-emergency transports that require one be on file by Medicare. We will cover the documentation requirements while onsite with the County during onsite training.



EMS Consultants will utilize our own billing software to provide these services. Our billing software was originally developed in 1989 and has since evolved as one of the industry leading EMS billing software applications on the market, with more than 250 clients in the field utilizing our application for operations. EMS Consultants' Billing software groups all claims into 7 payer categories, including: Medicare, Medicaid, Primary Commercial Insurance, Secondary Commercial Insurance, Auto Insurance, Worker's Comp., and Private Pay. The billing system handles each claim according to the specific payer group assigned. These include electronic claims submission, payment posting, statement generation, and follow up of aging accounts. Follow up on these accounts will be performed weekly and processed according to the aging, claim status, and payer type. In general, all Medicare, Medicaid, Commercial Insurance, Workers Comp, and Auto Insurance claims that have rejected will be researched and worked in order to re-file the claim for payment. Private pay and Contract accounts will be contacted for payment information.

EMS Consultants will process all claims within 3 business days of receipt from The County, and submit to the appropriate payer. Our billing protocol requires denials to be pulled and processed daily. Denials will be worked and researched to obtain correct information to be refilled. In the event that a denial occurs, yet it is a payable claim under CMS guidelines, the claim will be refilled to Medicare for redetermination with supporting documentation.

If a refund for an account is identified, due to a situation where an overpayment has occurred, the billing protocol requires that the assigned billing account manager submits a refund request, including patient name, address, invoice number, service date, and other pertinent information for the refund to be submitted to the client. Once the refund request has been received by the client and refund issued, a copy of the check and refund request is then to be submitted back to our office for posting and correction. The same protocol applies to insurance, with the exception that the insurance company may require submission of a specific refund statement form.

EMS Consultants will comply and adhere to The County's bad-debt/write off collections policy. EMS Consultants will agree to work with any additional third party Collection agency as directed by The County.

- 2. What is your approach to billing (assembly line or individual employee assignment to different aspects of client account)?

EMS Consultants will dedicate between 1-1.5 FTE billing account specialist to service the County's account. This person(s) will be responsible all aspects of billing for the account. Billing account specialists are assigned to conduct the daily billing operations and procedures for each client account. Each billing account specialist is trained and prepared to provide a professional and knowledgeable service for each of our clients. This representative will perform all billing functions, including: import trip reports from the County EMS via Prestige ePCR; verify all





status from "active" to "collection" status, which flags the collection export function to process that claim for collections. Once that claim has been processed, we will then purge the account from the billing application so that it may no longer be billed. We will restore the collections file in our own Collections application for reference purposes.

11. What is your billing process for insured non-resident patients, including follow up and progressive billing language after the initial invoice?

Our standard billing process does not differ from that of insured non-residents to that of insured residents. We will process them the same, unless instructed otherwise by the County.

12. How will you process patients not determined to have a primary insurance carriers?

Please see response to question 8 above.

13. Address how your appeal/review process for denied claims?

As indicated in our contract, EMS Consultants will process all claims within 3 business days of receipt from The County, and submit to the appropriate payer. We will however file claims daily as available. Our billing protocol requires denials to be pulled and processed daily. Denials will be worked and researched to obtain correct information to be refilled. In the event that a denial occurs, yet it is a payable claim under CMS guidelines, the claim will be refilled to Medicare for redetermination with supporting documentation. Our office will continue to pursue each of the 3 levels of appeal, if necessary, in the event it is a payable claim.

IV. Staffing And Cooperation

1. What is the likelihood of employing or using existing County EMS billing personnel, and how would or could they be used, if at all?

Based upon the work requested, EMS Consultants intends to assign 1 to 1.5 billing account specialist(s) to service the County's account. Furthermore, the assigned billing account specialist will report directly to a supervisor, which will directly manage and oversee that billing policies and procedures are followed and that performance is optimal. We currently have adequate staff in place to handle the additional workload and do not intend to employ the existing County EMS billing personnel. However, we will require that the County assign a primary contact for our billing staff to communicate and request additional documentation for billing purposes, receive copies of payment, and so forth. This will require ½ FTE.

2. What is your recommended timeline and procedure(s) for transition?



6. How do we ensure that medics indicate the order of priority for insurance correctly in filling out the patient care reports?

Again, we will provide documentation training for the medics to educate them on how to obtain insurance information from a patient and what is required. We will notify the EMS director in the event that we notice a deficiency here, as our billing staff will be the first to identify these type issues.

7. How do you respond to outside requests for reports from outside attorneys and insurance companies?

EMS Consultants will respond to all attorney and insurance requests for billing documentation and will bill the agency directly for this additional service. This will not be handled through the County, unless instructed otherwise.

8. How do you process patients who do not have a disclosed primary insurance carrier?

EMS Consultants employs several different methods to acquire necessary billing information and patient insurance information at the time of entry into the system. These methods include: Gateway EDI, which is used for insurance verification; Passport EDI, used for insurance verification; Georgia Medicaid Website- used to check insurance eligibility; receiving hospital face sheets; and simply calling the patient. Additionally we have a built in mail notification system that requests patient specific information required for billing. We also develop working relationships with your hospitals to acquire patient information.

Once an invoice has been created and verified in our system as "private pay" status, we then mail out mid-month and month end statements and also call the patient regularly to obtain missing insurance information. Typically, patients whom have insurance will promptly contact our office once they receive a statement notifying them of the bill and asking for insurance information. We then obtain the insurance information and process the claim with the appropriate payer. If the patient does not have insurance, and is in fact private pay, we continue to contact the patient for payment arrangements.

9. When does the five-month billing cycle before accounts are turned over to the County for collection begin – from the date of service or the first billing date?

The five month billing cycle should be based on the date of service. Again, we will be happy to comply with the County preferred bad-debt collection policies.

10. How will you ensure after the five-month billing cycle that accounts returned to the County for subsequent collection will not be re-billed to the patient?

EMS Consultants will process all claims that fall within your criteria for collection activities at the end of the 5 month billing cycle. Our software system will automatically change the invoice



out of the office due to health concerns or is terminated. The newly assigned employee will then work closely with the supervisor until the transition is successful. This results in little or no interruption for the client.

5. How do your employees stay abreast of changes in billing requirements?

At EMS Consultants, we understand the importance of a strong compliance program when dealing with ambulance billing. As industry leading consultants, we make it our job to work close with Medicare, Medicaid, and Commercial Insurance to remain up-to-date and knowledgeable of all upcoming proposals and changes in rules and regulations. As a billing service client, we will assure the County to provide industry leading compliance while performing your ambulance billing. In addition to initial new hire training, each employee must undergo continued education on the software, along with new rules and regulations that pertain to ambulance billing. These classes are typically taught by our team of consultants on an as needed basis, and at least once per year.

6. What are your benchmarks for qualified and trained billing personnel?

EMS Consultants has in place a thorough EMS billing policy and procedure manual, developed by our team of reimbursement consultants. At initial hire, each employee of EMS Consultants must successfully complete a 90 day training period, in which we cover billing policies, Medicare compliance, HIPAA compliance, customer service training, as well as software and systems training. Once the employee successfully completes the initial probationary training period, he/she is then assigned to an account. We require that our employees bill for at least 500 ambulance transports per month and maintain financial benchmarks established at the early stages of setting up a new account. This is usually measure by cash generated per transports/call, or CPC. Furthermore, the employee is reviewed each month on job performance in which he/she must successfully pass the review with either exceptional or satisfactory performance. In the event the employee receives a poor performance review, the employee is placed on probation and put on a performance improvement plan, which typically involves ongoing training and further review.

7. Are willing to train EMS personnel on correctly filling out PCR's to ensure content and accuracy, and accounting personnel on how to read and reconcile operational reports and accounts receivable?

EMS Consultants will provide the County with an initial (2) days onsite documentation training, software training, and billing report training for your accounting personnel. Since the County is currently using our Prestige ePCR and Billing software, we would recommend the County to schedule the onsite training after one full month of billing service. This will allow our team to gain better insight into the documentation concerns/areas of improvement, and compliance shortfalls. Afterwards, we will provide the County with optional annual medical documentation training, on site at client location to ensure that all PCR information gathered in the field is



TASK	DESCRIPTION	TIMEFRAME	DUPLICATE	ASSIGNED
Award Contract	Complete Billing Service Contract Agreement	Week 1	TBD	Adam Patterson, Client & Co. Attorney
Schedule Meeting 1	Schedule onsite meeting or conference call to review project requirements, introduce team, and establish go-live date.	Week 1	TBD	Adam Patterson, Client
Meeting 1	Hold Meeting 1. -Establish Tentative Go-Live date to begin EMS C billing -Discuss transition plan to obtain copy of billing data. -Review paperwork required for transition	Week 1 or 2	TBD	Adam Patterson, Rick Tibbetts, Client
Obtain Billing Data	EMS Consultants technical support team will contact Bulloch County EMS to obtain a copy of billing data. (Preferred at month close, but not mandatory)	MONTH 1	1 Business Day Prior to Go-Live	EMS Consultants Technical Support, Client
Go-Live	Begin billing for Client.	TBD	TBD	Joseph Cardin, Client
Follow up- Onsite Training	Provide 1-2 day of follow up onsite training with EMS crews once 1 full month of billing has successfully completed to address documentation concerns noted in billing process.	1-2 days	TBD	Crews, EMS C Training director.

3. How will you assist the County with any discussions held with our medical carriers on ambulance billing?

EMS Consultants brings to the table a vast experience in reimbursement consulting services. As a billing service client, our team of consultants will work with various insurance carriers and healthcare facilities to assist in contract negotiations and/or review. This is a value added benefit we will provide the County as your billing service vendor.

4. How do you address staff member termination within your firm to ensure and no loss of interruption to the County? Do you notify client of such a transition?

At EMS Consultants, we have in place a thorough employee screening and hiring program, led by our Director of Human Resources. Once an employee is hired, he/she must undergo an extensive 90 day training program, in which the employee is training on ambulance billing, software, and customer service. Until the employee successfully completes the training program, he/she remains on probation. This system has been refined over the years and has led to a very low termination rate for our billing department. However, in the event that an employee is terminated, the client will be notified immediately by our VP Billing Service, who will then introduce the new assigned member to the team. We have in place 2-3 floater employees in our billing department, fully trained and ready to go in the event an employee is





- g. [Payment Plans](#)
- h. [Credit card payments](#)
- i. [Compliance activities](#)

EMS Consultants will be happy to assist the County in the review of your existing policies for ambulance billing. We will request this information in the early implementation stages. In the event that a policy needs to be updated, and/or created, we will agree to assist the County with each of the above listed policies.

V. [Patient Concerns](#)

1. [How will you make transition to third party billing invisible to the patients?](#)

EMS Consultants will agree to provide the requested billing services in a very professional manner, which will include focusing on patient/customer service as one of our keys to success. Due to the fact that the County is a current billing software client, we will be able to obtain a billing database backup and resume billing services within the same day. This is important to point out as we will have all previously billed claims, claims history, claims memos, and patient data available day one. We will literally pick up exactly where the County left off. Furthermore, we will answer the toll-free line "EMS Billing, how may I help you today?" As your business partner, we will strive to present ourselves as an extension of Bulloch County EMS.

2. [What is your customer complaint resolution process?](#)

In the event of a customer complaint, the assigned billing account manager should attempt to resolve the problem in a professional and courteous manner. If the billing account manager is unable to resolve the customer complaint, the call should then be escalated to the next level of management for complaint resolution, the billing supervisor. The complaint is then documented, along with the date, name, patient account information, complaint description, action, and resolution. The complaint documentation is then submitted to the VP of Billing Service for review and/or follow-up, depending on the complaint type. The VP of Billing Service will then determine if the complaint warrants a formal write-up, customer service training, or additional action. The EMS director is then notified via email of the complaint and resolution.

3. [Are you willing to work with the County to educate the public about ambulance billing system/process?](#)

Yes, EMS Consultants will agree to work with the county to educate the public about ambulance billing system/process via written educational information, and/or attending a County Commissioner meeting on an as needed basis.



complete and accurate. Our team of consultants has provided medical documentation training for hundreds of EMS services located across the United States. We will provide this service to the County at no additional charge while we are performing billing service. The EMS crew training sessions are setup as classroom style, hands on learning. Typically, classes are scheduled throughout the day and generally last 2-3 hours each.

Information covered in the EMS Admin/Crew training session includes, but is not limited to:

- Prestige ePCR Software General User & Admin Training
- Documentation Training, focusing on the Medical, Legal, and Financial aspects of documentation.
- The difference between subjective and objective documentation.
- Reimbursement rules and regulations, including Medicare, Medicaid, HIPAA, Insurance, etc.
- How an ambulance transport is reimbursed? What information is required for billing, specific to different types of transports?
- What establishes medical necessity for a transport?
- The signature rule. Required forms and signatures for ambulance service.

8. [How often will you meet with County personnel on billing issues?](#)

EMS Consultants will agree to meet with County personnel annually to conduct a performance review, and address software training and other documentation concerns affecting ambulance billing service. As a Georgia based and operated business, we will also be more than happy to meet with the County on an as needed basis, as requested by the County.

9. [Will County staff dedicated to EMS billing and accounting be: a\) permitted online view-print access to account information for individual account validation, compliant resolution, and any special reporting without burdening the Contractor staff?](#)

EMS Consultants will provide the County with a weekly backup of billing data for reference and reporting purposes. In the release of our new billing product, the County will have online access to view and/or query account information, review complaint and associated resolution, and also to produce billing reports. This should be available in the very near future, projected for the 1st quarter of 2014.

10. [Do you agree to help develop policies specific to the County for A/R functions such as:](#)

- a. [Medical diagnosis documentation](#)
- b. [Payer contracting policies](#)
- c. [Assignment of benefits](#)
- d. [Authority for adjustments and write-offs](#)
- e. [Financial hardship documentation](#)
- f. [Discounts](#)



EMS Consultants as a Medicare Compliance Officer and he assists with Medicare/Medicaid overpayment appeals cases.

3. What is the likelihood of employing or using existing County EMS billing personnel, and how would or could they be used, if at all?

EMS Consultants does not intend to employ existing County EMS billing personnel as part of our proposal. We will, however, require 0.5-1.0 FTE to be assigned as our primary contact for the County in regards to billing service. This person will assist EMS Consultants with the following information: provide copies of payments, provide additional documentation requested for billing service, receive/issue refund requests, and so forth.

4. Do you have a Corporate Integrity Compliance Program compliant with federal regulations?

Please refer to attachment b for a copy of our ambulance billing compliance program, as recommended by the OIG.

5. How do you comply with the "Red Flag Rule" for the federal fair and Accurate Credit Transactions Act?

EMS Consultants- Red Flag Rules Compliance Program

Under the FTC's Red Flag Rules, we are considered a "creditor" for the purpose of identifying and preventing identity theft. Pursuant to the Red Flag Rules, and in furtherance thereof, the following is the policy of EMS Consultants, Ltd.:

1. **Identification of Red Flags:** The risks of identity theft that are inherent in the provision of healthcare services, and specifically ambulance services, are minimal compared to other types of businesses that extend "credit" to purchasers of goods or services. For healthcare providers such as us, those risks include patients using someone else's insurance policy or name and address. The "red flags" that we will look for in regard to this type of identity theft are:

- a. a patient that gives an insurance number but has no insurance card;
- b. a patient that gives identification that does not appear on its face to be consistent with the person of the patient;
- c. a complaint from a person whom you have billed that they did not receive the service; and/or
- d. a notice that you have an incorrect address.

2. **Detection of Red Flags:** In order to detect the above red flags, prior to or at the time of service, when possible and reasonable under the circumstances (i.e. when not detrimental to the care of the patient), we will seek to obtain verification of the identity of our patient and seek to verify that any insurance policy number given to us by the patient is consistent with the identity of the patient. This will be accomplished by visual inspection of any identification present concerning the patient, preferably state picture id. The name, address, DOB, DL#, SSN#,



4. Does your toll-free line offer multi-lingual or TDD/TYY services?

EMS Consultants will provide The County with a toll free line for patients to call in to request information regarding their account and make payment. This line will be answered by a team of billing account managers assigned to the account. This line will be available Monday-Friday, 8:00am to 5:00pm EST, with the exception of major holidays. These calls are setup in hunt group logic, with rolling option designed to roll the call over to a programmed group of other billing specialist if these 2 staff members are on the phone or away from their desk. We have on staff bi-lingual Spanish speaking billing account specialist in the event a customer calls into the office needing assistance. In response to your second question, our phone system does not currently include TDD/TYY services.

5. What is your normal business schedule and closures? Is this represented on invoices or other communication?

EMS Consultants normal operating hours are 8:00am-5:00pm EST Monday-Friday, with the exception of major holidays. This information can be included on the patient invoice and/or patient statement, if deemed necessary by the County. In the event of an office closure, our phone system has a built in messaging feature that notifies the patient of our normal business hours and/or office closure.

VI. Compliance

1. Have you had any Medicare investigations or other controversy with regard to billing practices?

EMS Consultants works close with Medicare, Medicaid, and Commercial Insurance to remain up-to-date and knowledgeable of all upcoming proposals and changes in rules and regulations. EMS-C will comply with all Federal, State and local laws, including, but not limited to HIPAA regulations. EMS Consultants has never been investigated nor has it had any controversy with any government regulatory agency. EMS Consultants has an in-house Medicare compliance program, based upon the Office of the Inspector General (OIG) recommended ambulance compliance program (as published in the Federal Register V.65.160 August 17th, 2007), to provide semiannual in-house audits of all billing service client data.

2. Who do you employ as a Compliance Officer and what are their qualifications?

Stephen Everett, MBA, MPA, worked for HCFA (now CMS) for 14 years, first with the Office of Program Integrity and later as the Southeast Regional Chief of Medicare Policy. After his career with Medicare, Steve went on to serve as a Medicare Hearing Officer for 16 years. During this time he heard hundreds of ambulance related Medicare appeals. Steve currently works with



2. What verifiable standards of performance should be included in our contract?

- a. A mutually acceptable collection rate?
- b. Zero deficits, or unresolved allegations of deficits related to HIPAA, CMS or contractual compliance issues?
- c. Other.

EMS Consultants does not recommend any additional performance standards than what is currently listed in our standard billing service agreement. Please refer to attachment X for more information.



HIC#, or insurance policy number indicated on any such id or insurance card will be recorded on the trip report and the source of such information shall also be indicated on the trip report.

3. *Response to detected Red Flags:* In the event that any "red flag" is detected prior to the provision of services (see 1.a. and 1.b. above), any additional information available at the time regarding the patient should be recorded (including scars, birth marks, tattoos, or other individually distinguishable marks) and any other source of information that may be beneficial should also be recorded (including names of witnesses or other family members present). Transportation of this patient must still take place, however the office should be contacted immediately regarding this presence of the red flag.

In the event that any "red flag" is detected after the provision of service (see 1.c. and 1.d. above), then we may take any of the following steps:

- a. write off that account (once you verify that you do in fact have the wrong patient); and/or
- b. contact law enforcement to let them know about the possible identity theft (and theft of your services). It is likely that you have had these situations arise in the past. Use that experience in developing your Program.

4. *Periodic updated of this Program:* A written report will be prepared at least annually on the effectiveness of this Program. This report shall be done by the officer/manager who is responsible for the administration of this Program. This Program will also be periodically assessed in order to address changes in the risks of identity theft and our specific experiences with identity theft in the preceding months.

6. How do you ensure your following OIG compliance guidelines?

EMS Consultants has an in-house Medicare compliance program, based upon the Office of the Inspector General (OIG) recommended ambulance compliance program (as published in the Federal Register V.65.160 August 17th, 2007), to provide semiannual in-house audits of all billing service client data.

7. How should "HIPAA Business Associates Assurances" be represented in our agreement?

We will include our standard Business Associate Agreement as an addendum to our normal billing service agreement, to be signed by both the County "covered entity" and EMS Consultants "the Business Associate."

VII. Performance and Surety

1. Are you able to provide to the County documentation of adequate surety, insurance, worker's compensation?

Please refer to attachment C for our a copy of our insurance policy documentation.



ATTACHMENT A:

COMPANY ORGANIZATIONAL CHART



E. PRICING

EMS Consultants will provide all requested services listed in this proposal in exchange for a set monthly percentage fee based upon month-end net collections, which is total cash collected less refunds. By charging a percentage of month end net collections, we will have a greater incentive to collect the maximum legal amount that may be reimbursed. There will be no additional fees for service as part of this agreement.

In addition to billing service, we will provide the County with our Prestige ePCR software system, along with updates, software support, and training during the term of the contract. There are no support fees for any software or technical services provided by EMS Consultants for the period we are providing your Billing Services. Furthermore, we will also provide the County with consulting services consisting of optional annual on-site review, Medicare/Medicaid audit representation, and compliance training. All of these items will be provided to the County as part of this proposal.

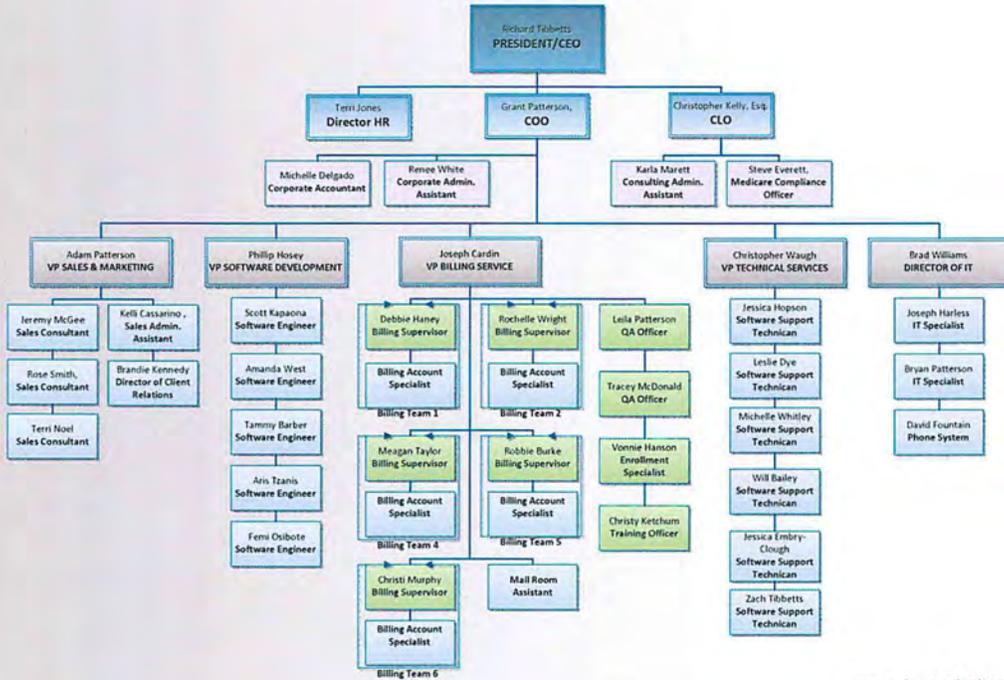
BILLING SERVICE FEES

1. Billing Service w/ Prestige ePCR System and Data Hosting Services

- a. Price: 5.25 % of Month-End Net Collections
- b. To also include:
 - i. Prestige ePCR Software
 - ii. Data Hosting
 - iii. Software Support

EMS CONSULTANTS

COMPANY ORGANIZATION CHART



Last Updated: 2/12/2013



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ATTACHMENT B:

COMPLIANCE PROGRAM





CMS'S MODEL COMPLIANCE PLAN FOR AMBULANCE SERVICE

The following is the heart of our Compliance Program (hereinafter the "Program"), which is based on CMS's Model Plan:

A. Basic Elements of a Compliance Program

1. Development of Compliance Policies & Procedures: EMS Consultants policies and procedures for billing compliance are contained in this book. They consist of this Program based on CMS's model compliance program as well as the additional materials at the end of this book. Additional training materials and updates will be provided to our employees and posted on the message board. These additional materials will include, but not be limited to, publications, notices and memos released by CMS. Questions about any materials or updates should be directed to the Compliance Officer.
2. Designation of Compliance Officer: As of January 2008, EMS Consultants' designated Compliance Officer for purposes of this Program is R. Stephen Everett. This designation may be changed from time to time as is necessary; any such changes will be posted and made known to all employees. Steve will perform random audits on billing employees' claims. Any compliance questions or concerns MUST be raised as soon as possible IN WRITING and submitted to Steve, either personally OR anonymously. These questions or concerns should include but are not limited to issues of our clients' documentation, coverage of services, appropriate level of service, comments/complaints received from patients, and/or other EMS Consultants' employee's work or inappropriate conduct.
3. Education and Training Programs: Each current employee will be trained in all aspects of this Program upon implementation of this Program. New hire employees will be trained upon hiring and before beginning work on clients' billings. Additional training will be done: 1) when new materials or publications are published by CMS or other resources, 2) upon any change or clarification of existing laws and regulations, and/or 3) as needed for a refresher/reminder based on audits of employees' claims/billings.



Rev. 4.14.2010

COMPLIANCE PROGRAM FOR AMBULANCE BILLING

The term "Compliance" as used in the healthcare industry means a provider's or supplier's attempt to act within the scope of the laws, rules and regulations that govern the provision of ambulance services. But what it really means is that your billing of Federal, State and private insurance is accurate, complete, and correct, because while you can provide service at any level to anyone, you can not always bill for that level or that patient. Billing accurately and correctly requires an intimate knowledge and understanding of these laws, rules and regulations. Since EMS-Consultants focuses only on the ambulance industry, we know and understand these rules and how they apply to billing for ambulance services.

In our attempt to ensure that our clients are paid appropriate to the level of care and service rendered, we follow the Center for Medicare and Medicaid Services' (CMS's) Model Compliance Program for Ambulance Billing that was published in the Federal Register on March 24, 2003. The goal of our Compliance Program is to make sure that billing for ambulance services is true and correct so that our clients are paid for the appropriate transports at the appropriate level of service. It is always best to be paid appropriately at first rather than having to deal with overpayments and refunds.

EMS Consultants will exercise due diligence in making sure billing is done in compliance with all Federal and State laws, rules and regulations. However, EMS Consultants is dependent on accurate, complete, and correct information from our clients. EMS Consultants will attempt to assess risks and deficiencies in the reporting and documentation we receive from our clients. Based on our Compliance Program, we will inform our clients if we find any errors, omissions, deficiencies, or risks thereof in their documentation, and EMS Consultants will work diligently with our clients to train and educate them and their employees. EMS Consultants will NOT work with clients whom we feel are intentionally attempting to omit, alter, conceal, or misstate pertinent health information so as to attempt to be paid for a service or level of service that is not appropriate. In the event that EMS Consultants becomes aware of any such circumstances, EMS Consultants will immediately terminate our services on behalf of that client.



This review is in addition to review by supervisory staff and management of EMS Consultants. It is a job function of supervisors and management staff in the Billing Department to review staff work. In the event that during any such review any supervisor or management staff encounters a billing mistake or error, such will be brought to the attention of the Compliance Officer so that it can be reviewed and a determination of the appropriate response made.

- 5. Responding Appropriately to Detected Misconduct: Upon receipt of any verbal or written comment, complaint, or concern that implicates in any manner compliance with Federal or State healthcare laws, rules or regulations, the Compliance Officer shall immediately begin due diligence in ascertaining whether such issue constitutes a violation of applicable law. Whether such violation is committed by an employee of EMS Consultants or by an employee of a client of EMS Consultants billing service, the Compliance Officer will make the results of his inquiry available to both EMS Consultants management and management/ownership of said client. In the event that any misconduct is detected that has resulted in an overpayment, EMS Consultants will immediately notify the effected entity (i.e. insurance company or patient) or the client and make arrangements for repayment of the amount at issue. Employees committing the misconduct may be disciplined as set forth herein.
- 6. Developing Open Lines of Communication: As stated above, any communications regarding compliance issues must be made in writing and submitted to the Compliance Officer, however, in order to encourage submission of questions, comments, and concerns, these communications need not be signed. Anonymous submissions can be dropped in the box outside of the Compliance Officer's office. Signed submissions will be responded to in writing and provided directly to the employee who initiated the inquiry; these responses may also be posted on the message board if the issue is one that applies to all employees or otherwise needs to be raised with all employees. Any anonymous correspondence will still receive a written response, however these responses will be posted to the message board and/or circulated to all employees only.



- 4. Internal Monitoring & Reviews (Quality Assurance): As stated above, the compliance officer shall conduct random audits of the claims/billings completed by EMS Consultants' billing service employees. These audits will be conducted monthly and may or may not be conducted during office hours and with the knowledge of the employee being audited. Results of these audits will be provided to and discussed with the employee. In the event that an employee has improperly billed for services, that employee may be disciplined as set forth herein.

Method of Review: Each company that EMS Consultants bills for will be reviewed quarterly. This will be accomplished as follows: All billing service clients will be sorted into three groups so that one group being reviewed each month will ensure a quarterly assessment of all clients. Group One claims will be reviewed during the first month of a quarter (January, April, July, October). Group Two claims will be reviewed during the second month of each quarter (February, May, August, November) and Group Three claims will be reviewed during the third month of each quarter (March, June, September, December). At the beginning of each month, a report will be generated as to all claims submitted during the prior quarter for the clients in that group. The Compliance Officer will select at random 10 claims or 5% (whichever is less) of the claims submitted for each client from that report. Billing Department staff will print or download a copy of the trip report, supporting documents (including PCS forms), and an invoice report which shows how the claim was billed (level of service) and the narrative used in submitting the claim. These documents will be sent to the Compliance Officer. The Compliance Officer will review these documents during the month and submit a report to the Billing Department Manager by month's end. This report will be a spreadsheet analysis that will include: name of company being reviewed, claim or invoice number, date of service, level of service billed, level of service appropriate, and general comments on the work product of the billing account manager who billed the claim. The Billing Department manager will review this report and take action on any deficiencies noted therein as set forth more fully below.



2. **Training and Education:** All EMS Consultants employees will be trained on proper billing practices for Ambulance services using the criteria and CMS/Medicare claims processing manuals and materials.
3. **Assessment of Claims Submission Process:** As stated above, claims/billing submissions will be audited on a monthly basis by the Compliance Officer. These audits will include:
 - a. **Pre-Billing Review of Claims:** EMS Consultants employees are responsible for bringing to the attention of the Compliance Officer any trip reports that they feel have errors, omissions, or other issues that may affect proper billing of that service. In addition to this pre-billing review, the Compliance Officer will conduct random reviews of each client's trip reports and discuss any potential risks or issues detected with the client.
 - b. **Paid Claims:** Paid claims will be reviewed as stated above in monthly audits by the Compliance Officer.
 - c. **Denied Claims:** Denied claims will be reviewed by the billing area supervisor over that client's account. Denied claims will be assessed for the reason for denial as coded by the payor. Any denial that should be resubmitted with additional information or clerical corrections will be re-filed in a timely manner. Recurring denials for the same type of service will be discussed with the client to ascertain whether there is a documentation or policy issue that needs to be addressed.
4. **System Reviews and Safeguards:** EMS Consultants has implemented a procedure to insure the integrity of the electronic health information being sent to EMS Consultants. This procedure will be assessed and updated from time to time as is necessary to insure the safety and accuracy of electronic health information pursuant to our HIPAA Security Policy.
5. **Sanctioned Suppliers:** The Compliance Officer will review the OIG's list of sanctioned suppliers and advise clients in the event that any supplier known to do business with client is so listed. EMS Consultants recommends that their clients also routinely check this list and that clients do not do business with sanctioned suppliers.



Inquiries made about clients or other employees of EMS-Consultants will be confidential and the inquiring employee's identity will not be revealed by the Compliance Officer unless authorized by the inquiring employee.

7. **Enforcing Discipline Policies through Well-publicized Guidelines:** The discipline policy for violation of EMS Consultant's Billing Compliance Program will be as follows:
 - I. First violation: retraining on compliance specific to the violation.
 - II. Second violation (similar conduct within a calendar year): unpaid leave
 - III. Third violation (within a calendar year): termination

NOTE: Any *intentional* and/or *malicious* violation will result in immediate termination of employment!

B. Evaluation and Risk Analysis:

Billing for ambulance transportation is unique in the context of healthcare regulations. Ambulance services are not billed with the use of CPT codes (as with doctors, hospitals, and many other suppliers of medical services). Therefore, the risks and potential for errors in ambulance billing are also unique and require attention to specific areas and details:

1. **Policies and Procedures:** Risk analysis begins with the documentation of the service rendered. Proper documentation is the key to accurate billing. As such, all of EMS Consultants' client will be provided with information on proper "Documentation". EMS Consultants, relying and being dependent upon proper documentation from its clients will take the trip reports (the "documentation") and using best practices will bill for the service and level of service appropriate to the charge supported by the documentation. We do NOT bill claims based on how the client requests them to be billed. We code and bill all claims based on our review of the documentation and application of the appropriate rules and regulations.



ALONE DOES NOT MEAN THAT THE CLAIM IS SUPPORTED, THE TRIP REPORT MUST SUPPORT THE CLAIM.

- 3. **Scheduled and Unscheduled Transports:** This is a subcategory or non-emergent services. As indicated above, scheduled trips require certification of medical necessity by a physician. All non-emergent services will be scrutinized for the existence of Medical Necessity. For most insurance companies and Medicare Carriers, this means that the patient's condition prevents any other means of transportation (i.e. wheel chair van, etc.). If a patient is ambulatory and/or can sit in a wheelchair, special circumstances must be documented on the date of that necessitate transport by ambulance instead of van.

B. Documentation, Billing and Reporting Risks:

- 1. **HCPCS Codes:** Proper use of HCPCS codes must be used according to the service and level of service. HCPCS codes are defined in the CMS manual and will be used according to that guidance, a copy of which is attached.
- 2. **Origin and Destination Requirements (Loaded Miles):** Origin and destination modifiers are outlined in the CMS manual (a copy of which is attached) and will be used for all applicable claims.
- 3. **Multiple Payers (Coordination of Benefits):** Some patients will have multiple insurance coverage. EMS Consultants software is designed to take primary insurance as designated by the patient and documented by the client. EMS Consultants will follow up on primary and secondary insurance, and then with the patient for any remaining balance.

C. Medicare Part A Payment for "Under Arrangement" Services:

Some clients may have transports for patients from a nursing home to a health service that is covered under Part A, even for Part B ambulance services. These situations arise when a patient



C. Identification of Risks:

EMS Consultants employees will be trained in and updated on all CMS policies and publications concerning risk factors in ambulance billing. Attached at the end of these materials are summaries of the most recent risk factors. Also, this Program contains a discussion of ambulance billing risk factors that were included in the CMS Model Compliance Plan.

D. Response to Identified Risks:

Risks identified during any audit or otherwise brought to the attention of the Compliance Officer will be assessed by the Compliance Officer and/or the Billing Department Manager and thereafter brought to the attention of the client in writing.

FRAUD AND ABUSE RISKS ASSOCIATED WITH AMBULANCE SERVICE

Below are the most common risk factors for ambulance billing:

A. Medical Necessity:

Medical necessity is the most common reason for denials, especially post-audit denials. Specifically:

- 1. **Up-coding:** Billing for a higher level of service than the level of service that was actually warranted. Examples of up-coding include billing for BLS emergency when the call should have been billed as BLS non-emergency, or billing for ALS when BLS was all that was medically necessary (regardless of whether ALS services were actually rendered or documented).
- 2. **Non-emergency Transports:** This is perhaps the most common issue under the "medical necessity" risk factors. Non-emergent transports must be justified by the medical documentation and for scheduled trips must currently be supported by a physicians/nurses certificate of medical necessity. HOWEVER, THE EXISTENCE OF A PHYSICIAN CERTIFICATION





G. Arrangements That Involve Potential Violations:

1. Arrangements for EMS:

- a. Municipal Contracts:
- b. Ambulance Restocking:

2. Arrangements with Other Responders:

3. Arrangements with Hospitals and Nursing Homes:

4. Arrangements with Patients:



is in a "Part A" stay at a nursing home and the nursing home is therefore being paid a lump sum per diem payment for the coverage of all services to that patient. For these trips, the bill should go to the nursing home and NOT Medicare.

D. New Condition Codes:

These codes will be used according to the client's states' Carrier/MAC instructions (a copy of which is attached).

KICKBACKS AND INDUCEMENTS

This section is reserved for client use, as EMS Consultants billing service will not refer patients, will not review clients' contracts with third parties, and will not negotiate with third parties on behalf of our clients:

A. What is the Anti-Kickback Act?

B. What are "Safe Harbors"?

C. What Constitutes "Remuneration"?

D. Who are Reference Sources for Ambulance Services?

E. Who do Ambulance Services Refer To?

F. Avoiding Risks under the Anti-Kickback Act



CERTIFICATE OF LIABILITY INSURANCE

EMERME1 OP ID: TS

DATE (MM/DD/YYYY)

07/22/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER Mallory Agency P.O. Box 1209 LaGrange, GA 30241 Tammie Caldwell-Sheppard	706-884-3339	CONTACT NAME: Tammie Sheppard PHONE (INC. TO, EXT.): 706-884-3339 E-MAIL: tammiee@malloryagency.com ADDRESS:	FAX (INC. TO, EXT.): 706-884-8039
INSURED		INSURER(S) AFFORDING COVERAGE	
Emergency Medical Service Consultants, LTD P O Box 2684 LaGrange, GA 30240		INSURER A: Hanover Insurance Co. INSURER B: Mercury Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM	TYPE OF INSURANCE	ADDC	BURR	POLICY	POLICY	POLICY	POLICY	LIMITS
LTB		INDR	WVR	NUMBER	EFF	EXP	EXPIRY	
					(MM/DD/YYYY)	(MM/DD/YYYY)	(MM/DD/YYYY)	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	X	X	OHA-8826703-00	10/14/12	10/14/13		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA POLICY) \$ 300,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COOPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired Autos <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Non-Owned Autos	X	X	BA100000000063	07/08/13	07/08/14		COMPENSATED SICKLE LIB (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accidnt) \$ DISMEMBER. \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10000			OHA-8826703-00	10/14/12	10/14/13		EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Standard in NY) Y/N Type, describe any SPECIAL OPERATIONS below							WE STALL / OTH- POLICY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ F.L. DISEASE - POLICY LIMIT \$
				OHA-8826703-00	10/14/12	10/14/13		Leased Eq 40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Woodbury Business forms is listed as an additional insured in respects to the general liability and auto liability including a waiver of subrogation on both policies.

CERTIFICATE HOLDER Woodbury Business Forms, Inc. All Self Storage, LLC dba All Self Storage 101 Lukken Industrial Dr East LaGrange, GA 30240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Elizabeth A. Wellington</i>
--	--



Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5400

ATTACHMENT C: INSURANCE DOCUMENTS





Technology, Service, Expertise

P.O. Box 2584, La Grange, GA 30241 1.800.342.5460

ATTACHMENT D:

BILLING SERVICE CONTRACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Little & Smith Inc., 202 Church Street, P.O. Box 1089, Marietta GA 30061. CONTACT NAME: Brenda Durham, PHONE: (770) 428-3308, FAX: (770) 428-4305. INSURER A: Technology Insurance Co., 42376.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: RISK LTR, TYPE OF INSURANCE, LINE, WVR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER: "For Information Only". CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Eugene Northcutt/MPH.

8. Within five business days of receipt of the end of month data from the Provider, the Contractor will close the month and mail the Provider monthly accounting and statistical reports if requested.
9. The Contractor will furnish all postage, stationary and phone service used to bill and collect accounts.
10. The Contractor will furnish toll free telephone lines for patient inquiries concerning accounts.
11. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, is considered uncollectible by normal means and will be returned to Provider for placement with a collection agency or written off to bad debts as deemed appropriate by the Provider.
12. The Contractor will furnish 1 copy(s) of Automated Run Tracking (ART) Prestige ePCR Host Software to the Provider to be installed on a computer at the Provider's base of operation (Subject to their software license agreement attached at **Exhibit A**). The aforementioned software is the proprietary property of EMS Consultants and is protected under Federal copyright laws, the use of this software is granted to the Provider only during the time that billing services are provided by the Contractor.
13. The Contractor will furnish 15 copy(s) of Automated Run Tracking (ART) Prestige ePCR Remote Software to the Provider (Subject to their software license agreement attached at **Exhibit A**) to be installed on the Provider's laptop or tablet computers in each of the Provider's ambulances or on desktop computer(s) at the Provider's station(s). The aforementioned software is the proprietary property of EMS Consultants and is protected under Federal copyright laws, the use of this software is granted to the Provider only during the time that billing services are provided by the Contractor.
14. The Contractor will provide initial training class(s) for the Provider's EMS Staff, in operation of the ART Prestige ePCR Software and appropriate documentation of ambulance claims.
15. The Contractor will make available to the Provider electronic updates and improvements to the ART Prestige ePCR Software, via Contractor's web site at www.emscltd.com.
16. Contractor will comply with any HIPAA compliant requests for medical records from third parties. There will be no fee to Provider for this service. All fees for such copying and mailing expense will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of Contractor.
17. The Provider, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours. The Contractor will make these records available, provide adequate space and assist in any way possible with any request to audit these records.



Technology, Service, Expertise

PO Box 2584
LaGrange, GA 30241
800-342-5460
706-298-0231 fax

Billing Service Agreement

This agreement is entered into on this ____ day of _____, 2013 between Bulloch County EMS, located in Statesboro, GA, hereinafter referred to as "Provider" or "client", and Emergency Medical Service Consultants, Ltd. d/b/a EMS Consultants, a Georgia Corporation hereinafter referred to as "Contractor". The intent of this agreement is to establish a relationship whereby the Contractor will provide ambulance-billing service for the Provider.

Contractor Responsibilities:

1. To bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements and past due statements. Billing will be completed within three business days of receipt of the electronic file from the Provider.
2. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare Carrier, complete with ICD 9 Diagnosis codes, condition codes (where applicable) and HCPCS codes. Claims containing adequate documentation for processing will be filed within three business days of receipt of the electronic file from the Provider.
3. The Contractor will file primary and secondary Medicaid claims using electronic transmissions direct (where available) to the state Medicaid agency or their designated representative, complete with ICD 9 codes and HCPCS codes. Claims containing adequate documentation for processing will be filed within three business days of receipt of the electronic file from the Provider.
4. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 9 codes and HCPCS codes. Initial claims containing adequate documentation for processing, will be filed within three business days of receipt of the electronic file from the Provider.
5. The Contractor will actively resubmit or appeal any denied claims for covered services and respond to requests for information available to the Contractor.
6. The Contractor will post all payments, denials and contractual write-offs within three business days after receipt of such from the Provider.
7. The Contractor will post any other write-offs as deemed appropriate and authorized by the Provider.

companies. The Provider will be responsible for making sure all refunds are issued within 25 days of receipt of list from Contractor, as well as providing copies of the refund checks to the Contractor. The Contractor will post the refunds checks to the appropriate accounts, thus reducing cash income totals for that month and thereby reducing the payment to the Contractor.

- B. In the event Provider receives a request for a refund or is assessed an "overpayment" by any payer. Provider must notify Contractor of such in writing with a copy of the request/assessment within 14 days. Additionally, Provider hereby agrees to allow Contractor to participate in the appeal of any such overpayment assessment. Contractor shall have no liability for any portion of any overpayment or refund if Provider fails to give notice or allow participation in appealing these claims under this section. In no event shall Contractor be liable to Provider or any third party payers for overpayments unless said overpayments are caused by Contractor's error.
6. The Contractor agrees to use its best effort to provide the services specified herein in accordance with Contractor's normal billing procedures as attached in **Exhibit B**.
7. The Contractor shall at all times use his or her own tools and employees to complete the terms of this agreement. The Contractor shall be acting as an independent Billing Agent and not as an employee of the Provider and therefore shall not be supervised by the Provider but shall proceed to accomplish the services herein in whatever manner deemed appropriate within the scope of this agreement. The Provider is aware that the Contractor may have other clients and jobs that he or she is working on simultaneously. The Contractor agrees that accounts and records of the Provider will be kept separate from those of other clients.
8. The Contractor shall not collect any money belonging to the Provider except for credit card payments. All other payments will be submitted directly to the Provider. The Provider shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting. Contractor will send to Provider credit card receipts at agreed upon intervals.

Term, Termination and Renewal:

1. The term of this agreement is **36 months**. This agreement will automatically renew for a 12 month term unless written notice of cancellation is received by the other party 30 days prior to expiration.
2. Either party may terminate this agreement upon 120 days written notice to the other party of intent to terminate. The following terms shall apply to termination:
 - A. If the Contractor has committed a material breach of the contract, the Provider must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Contractor fails to correct the breach within a reasonable time to cure, the Provider may terminate the contract on 30 days notice without penalty.

Billing Service Agreement, Page 4

18. There will be no charge for software support for ART Prestige ePCR host or remote, currently owned by Provider during the term of this agreement. Upon termination, ART Prestige ePCR can either be removed or purchased by Provider at their discretion and Billing software can be re-activated upon payment of any pro-rated support due for the current support year at the time of termination.

Provider Responsibilities:

1. The Provider will make every effort to obtain appropriate and accurate billing and medical trip report information.
2. The Provider will make every effort to assure that the Provider's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
3. The Provider will electronically transmit billing and trip report information from the ART Host to the Contractor daily on normal business days.
4. The Provider shall collect and submit to Contractor copies of PCS Forms, HIPAA acknowledgement forms and other documentation that may be required to bill for services. Information is to be sent in a manner and at such times as agreed on between the Provider and the Contractor.
5. The Provider shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.
6. The Provider will submit to the Contractor copies of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Provider and the Contractor.
7. The Provider must keep all computer hardware current to the minimum specifications to operate the ART Prestige ePCR software provided by the Contractor and is responsible for all hardware repairs and failures.

Fees and Conditions:

1. The Contractor will provide all services as outlined for a monthly fee of 5.25 % of all funds collected by Contractor on behalf of Provider.
2. These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 10 days of receipt of the invoice by the Provider. There will be a 5% late penalty assessed monthly for any balance not paid within 10 days.
3. There shall be no funds due Contractor beyond said terms above, nor will there be any funds due on those accounts that are written off or uncollected.
4. Credit card payments will be accepted by the Contractor on behalf of the Provider and posted to the patient accounts. The Contractor will reimburse the Provider for all credit card payments received less a processing fee of 1.5% of the total collected.
5. Process for the handling of refund requests and overpayments,
 - A. With the monthly invoice, the Contractor will send to the Provider a list of any refunds due to patients, Medicare, Medicaid and/or insurance

Billing Service Agreement, Page 3

complete, true and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or "medical necessity". Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as "uncovered services" for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.

4. The Contractor shall have no liability for the services provided by the Provider, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Provider for funds collected by the Contractor on behalf of the Provider.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees thereof, and shall hold the Provider harmless from any and all such payments.

Confidentiality:

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor's employees are fully trained and are aware that whether you read, see or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employee and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
 - A. Comply with the HIPAA Privacy Policy;
 - B. Protect and respect the privacy of patients and their information
 - C. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a "need to know";
 - D. Keep information confidential and not disclose it to others, including employees, patients, and patient's family members unless properly authorized;
 - E. Refrain from conversation about information protected by the Privacy Policy;
 - F. Refer all requests and inquiries for confidential information to those who are responsible for release of information;
4. The Contractor's employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation and/or contractual rights with the Contractor.

- B. Unless the provisions of paragraph A above are applicable, failure to provide a 90 day written notice of termination by the Provider will constitute default of this agreement. In the case of default, the Provider agrees to pay all current fees through the date of termination as well as an additional \$15.00 per ticket for all tickets submitted to the Contractor over the past 30 days.
- C. Upon termination of this agreement the Provider will either purchase a user license for the ART Prestige ePCR software and the Billing software at the retail purchase price, and execute a support agreement or delete the ART Prestige ePCR Software from all of its computers. The software retail price is as follows: Prestige ePCR Host, \$5,000.00; Prestige ePCR Remote, \$2,000.00 per unit; Multi-user Billing Software, \$15,000.00 for up to 5 users. If the Provider elects to purchase the software, EMS Consultants will assist the Provider in the transfer of data, training, and billing functions within a reasonable amount of time to reduce impact on billing operations. The ART Prestige ePCR Software is the proprietary software furnished by the Contractor and may not be used without the express written permission of Contractor.

Limitations of Liability:

1. The Contractor shall take due diligence at all times to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program. Furthermore, the Contractor during the training of the Providers employees shall train them in Medicare compliance practices.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third party payers. Provider is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Provider, its officers, directors, trustees, employees, and agents (hereinafter "the Indemnified Parties") harmless from and against any and all liability, loss, damage, expense, claims, attorney's fees and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor's performance under this Agreement and the actions of Contractor and its employees, agents, or contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss, damage or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.
3. The Contractor shall not be liable for any failures on the part of the Provider to submit complete, true and accurate information or documentation which could cause a violation of any Federal or State healthcare reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of

By initialing here, Contract hereby acknowledges that they will provide the data hosting option and agree to the additional terms set forth above: _____

General Provisions:

1. This agreement constitutes the full terms agreed upon between both parties either written, verbal or implied and cannot be changed or altered without the written consent of both parties.
2. In the event that any portion of this agreement is found unenforceable, the remaining provisions will remain in full force and effect unless to do so would clearly violate the overall intentions of the parties.
3. This agreement shall be interpreted pursuant to the laws of the State of Georgia.
4. Headings are used herein as general terms and shall not be interpreted as limiting or effecting the contractual obligations contained herein.

Executed this _____ day of _____ 2013,

CONTRACTOR:

EMERGENCY MEDICAL SERVICE CONSULTANTS, LTD.,
a Georgia corporation d/b/a EMS Consultants

By: _____

Name: Grant S. Patterson, COO

Title: COO

PROVIDER:

By: _____

Name: _____

Title: _____

5. The Provider shall at all times use their best efforts to protect the confidentiality of the Contractor's proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.

Data Center/Data Hosting Option:

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third party Data Center. In the event that Provider elects to have Contractor host Provider's data as set forth below, and in additional consideration thereof, the following additional terms apply to and supersede any other terms of this Agreement:

1. All software provided to Provider is provided for use only and is not permanently licensed to or owned by Provider. In the event of termination of this Agreement, either at the natural termination or upon early termination, with or without cause, by either party, access to the system will be terminated and client may not be permitted to view or access said data through the system. Contractor will provide back-up data to Provider upon request.
2. Accessibility: It is agreed and understood that data may be un-accessible at times due to upgrades and maintenance to the system. Contractor will endeavor to give to Provider three (3) days' notice of any scheduled upgrade or maintenance.
3. Liability: It is agreed and understood that this Data Center option shall be administered through a third party, at their location and upon their terms and conditions of use. Contractor shall be responsible for all payments for said Data Center and hereby agrees to make all payments in a timely manner so as to avoid any loss of use. Contractor also hereby agrees to provide Data Center with all Contractor software and technical support necessary to accomplish the data hosting needs of Provider. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.
4. Third Party Vendor: It is agreed and understood that third party vendor/Data Center is not an agent or partner of, nor is in joint venture with, Contractor.
5. Security: Contractor shall require of third party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.

By initialing here, Provider hereby acknowledges that they elect the data hosting option and agree to the additional terms set forth above: _____

**BULLOCH COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM SUMMARY**

DEPARTMENT MAKING REQUEST:		MEETING DATE: 10.15.2013	
Transportation Department		RESOLUTION ATTACHED?	YES
			NO x

REQUESTED MOTION OR ITEM TITLE:
Request to purchase an Emulsions Tank for the Transportation Department.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY, IF NEEDED:
Lowest bid was from Adams Equipment Company, from White Plains, Georgia. The purchase amount would be \$25,975.00. Please see the attached documents for further information.

AGENDA CATEGORY (CHECK ONE)		FINANCIAL IMPACT STATEMENT					
PRESENTATION		BUDGETED ITEM?	YES		AMENDMENT REQUIRED?	YES	
			NO	x		NO	x
PUBLIC HEARING		ATTACH DETAILED ANALYSIS, IF NEEDED:					
CONSENT							
NEW BUSINESS	x						
OLD BUSINESS							
OTHER							

APPROVED FOR AGENDA											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL	
DATE		DATE		DATE		DATE		DATE		DATE	

COMMISSION ACTION AND REFERRAL (Box 9)		
APPROVED		DATE TO BE RETURNED TO AGENDA
DENIED		
DEFERRED		NOTES
OTHER		

**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458
PHONE: 912-764-0436**

INVITATION TO BID

Sealed bids will be received by the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458 (mailing address PO Box 347, Statesboro, Georgia 30459) until bid opening time and date; for the purchase of one (1) trailer w/1000 gallon tank.

Bid Opening: OCTOBER 7, 2013 AT 3:00 P.M.

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

Please address or deliver bids to the attention of Kenneth Trapnell, Purchasing Manager.

The outside of the sealed envelope shall include the wording: TRAILER IFB, Bid Opening October 7, 2013 @ 3:00 p.m. Attention Kenneth Trapnell, Purchasing Manager.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in part, such bid or bids may be deemed in the best interest of the purchaser.

Award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

Local Buying Preference: A local vendor is considered any vendor who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be

procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation. For all purchases over \$5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

TERMS AND CONDITIONS

Units offered under this advertisement shall be new. Used equipment shall not be considered for award.

Bidders must submit with their bid printed specifications, advertising literature, and warranty information on the units they propose to furnish.

The design of the mechanical members shall be such that the stress imposed through normal conditions shall not cause rupture or permanent deformation or undue wear on any member.

Bidders shall be prepared to give a complete demonstration of the merits of the trailer offered as directed by the purchaser. The trailer so demonstrated shall be similar as offered by the bidder for this bid.

The successful bidder shall access to parts inventory that may be needed for the trailer.

The price or prices quoted shall include all transportation charges fully prepaid to Bulloch County Correctional Institute for the trailer. Delivery date should be no later than 60 days after receiving the order. **DELIVERY DATE MUST BE STATED ON BID.** Bids will be binding for a period of sixty (60) calendar days from the date bids are opened. The party submitting the bid is solely responsible for delivering the bid to the exact locations and by the time stated. No extension of the bidding period will be made. The purchaser reserves the right to reject any or all bids, to waive technicalities and informalities in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

The bidder shall list on a separate sheet of paper any variations from, or exceptions to the conditions and specifications of this bid. This sheet shall be labeled, "Exception(s) to Bid Condition and Specifications," and shall be attached to the bid.

The award will be made based on the best value offered for Bulloch County. The quality of the equipment to be supplied, their conformity with the specifications, their suitability to requirements, price, parts, delivery terms and guarantee clauses shall be taken into consideration.

See attachments for bid specifications.

For more information, please call Kenneth Trapnell @ 912-764-0436

SPECIFICATIONS

TRAILER W/1,000 GALLON CAPACITY TANK CINLINE OR EQUAL

Any brand names or trade names used in this specification are for the purpose of describing and establishing general quality levels. Equal quality levels will be considered. All bids received must include detailed information proving basic compliance with the following specifications. A few inches or a few pounds variation from the specifications will be acceptable. Bulloch County will determine compliance to the specifications based on the information submitted.

Trailer:

- Construction: 6" channel steel
- Axles: 7000 lb. Capacity rating
- Springs: spring type suspension
- Brakes: supplied to both axles. State if electric or hydraulic.
- Tires: load range "E" tires
- Brake unit: battery powered brake unit.
- Lighting: dot approved lighting
- Trailer wiring: 6 pin standard trailer wiring
- Dimensions: length-220", width 96"
- Hitch: adjustable pintle hitch
- Safety chains: dot approved safety chains.
- Trailer jack: 5000 lb. Capacity rating

COMPLY

Tank:

- Capacity: 1000 gallon capacity tank
- Ports: 2, 14" top mounted loading ports, located on each end of tank. Ports shall be vented.
- Thermostat: adjustable thermostat for heating. 5" dial type thermostat on top of tank.
- Blanket style heating: unit shall be equipped with blanket style heating, 120 volt with 240 volt option. There shall be a minimum of 3" of insulation one tank.
- Clean out valve: 3" diameter drain valve for clean out.

COMPLY

Pump off system:

- Pump off system: shall include pump off system for off loading emulsion.
- Engine: 5 hp engine minimum. Specify brand being bid.
- Pump: pump shall be rated at 15 gpm minimum. Specify pump manufactured & warranty.
- Agitator: pumping system shall include agitatio with clean out system.
- Clean out: 5 gallon capacities minimum.

COMPLY

- Hose: 2" diameter minimum hose for off loading.

General instructions:

- Paint: unit shall be primed & painted black.
- Warranty: 1 year warranty minimum.
- Manuals: all related manuals shall be included with unit.

COMPLY

BULLOCH COUNTY BOARD OF COMMISSIONERS
17301 U.S. 301 NORTH
STATESBORO, GA. 30458
PH: 912-764-0436

BID FORM

1. TRAILER W/1000 GALLON TANK

A. Make and Model Trailer W/Tank Being Bid:

DURACO TT-1000

Total Bid Price: \$ 25,975.00

DELIVERY DATE: 60 Days A.R.O.

Name of Bidder: ADAMS EQUIPMENT COMPANY

Address: 1431 CANIEL ROAD WHITE PLAINS, GEORGIA 30678

Signature Randy Williams

Title SALES

RANDY WILLIAMS

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

Being of lawful age and being first duly sworn, the above-named individual on oath says he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefore by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME Adams Equipment Co., Inc.

SIGNATURE James T. Conger

TITLE President

Subscribed and sworn to before me this 20 day of September 2013

NOTARY PUBLIC Althea C. Gresham



VENDOR DECLARATION

The vendor understands, agrees and warrants: That the vendor has carefully read and fully understands the full scope of work.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said cope of work.

That the Bulloch County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this proposal the vendor acknowledges that the Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

James T. Conger *President*
Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 20 day of September, 2013.

NOTARY PUBLIC *Althea C. Gresham*



ACCEPTANCE OF PROPOSAL

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items:

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this ____ day of _____, 2013.

BULLOCH COUNTY, GEORGIA

[Name of Successful Bidder]

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.

BULLOCH COUNTY BOARD OF COMMISSIONERS
17301 U.S. 301 NORTH
STATESBORO, GA. 30458
PH: 912-764-0436

BID FORM

1. TRAILER W/1000 GALLON TANK

A. Make and Model Trailer W/Tank Being Bid:

2013 Stepp SMT-1000P

Total Bid Price: \$ 36,745.00

DELIVERY DATE: Approximately 90 Days

Name of Bidder: Reynolds-Warren Equipment Co.

Address: 1945 Forest Parkway Lake City, GA 30260



Signature

Sales Coordinator

Title

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF: **Georgia**

COUNTY OF: **Clayton**

Owner, Partner or Officer of Firm: **Stephen P. Meissen**

Company Name, Address, County and State: **Reynolds-Warren Equipment Co.
1945 Forest Parkway Lake City,
GA 30260 Clayton County**

Being of lawful age and being first duly sworn, the above-named individual on oath says he/she is the agent authorized by the vendor to submit the attached bid or proposal. Affiant further states that neither the vendor nor any of its employees or agents has prevented or attempted to prevent competition in such bidding by any means whatever; nor has the vendor or any of its employees or agents prevented or endeavored to prevent anyone from making a bid or proposal therefore by any means whatever; nor has the vendor or any of its employees or agents caused or induced another to withdraw a bid or proposal for the work. Affiant further states that neither the vendor nor any of its employees or agents has directly or indirectly violated Section 36-91-21(d) of the Official Code of Georgia Annotated.

FIRM NAME Reynolds-Warren Equipment Co.

SIGNATURE *Steve Meissen*

TITLE President

Subscribed and sworn to before me this 3 day of OCTOBER 2013.

NOTARY PUBLIC *Sheila R. Johnson*



VENDOR DECLARATION

The vendor understands, agrees and warrants: That the vendor has carefully read and fully understands the full scope of work.

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said cope of work.

That the Bulloch County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this proposal the vendor acknowledges that the Bulloch County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the vendor.

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign and the corporate seal must be affixed to this proposal.

VENDOR:

Stephen P. Meissen President

Name Title

Stephen P Meissen President
Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this 3 day of OCTOBER 2013.

NOTARY PUBLIC Sheila R. Johnson



ACCEPTANCE OF PROPOSAL

Bulloch County hereby accepts the undersigned supplier's bid submitted in response to the attached Invitation for Bids for the following items:

By executing this Acceptance of Proposal, Bulloch County and the undersigned supplier acknowledge and agree to be bound by all terms and conditions of the attached Invitation for Bids and all specifications and pricing stated therein.

IN WITNESS WHEREOF, Bulloch County and the undersigned supplier have caused their authorized representatives to set their hands and seals this ____ day of _____, 2013.

BULLOCH COUNTY, GEORGIA

[Name of Successful Bidder]

By: _____
Thomas M. Couch, County Manager

By: _____

Print or type name of signatory

OF ACCEPTANCE OF PROPOSAL]

The successful bidder(s) will be required to execute this Acceptance of Proposal.

EXCEPTION SHEET
Trailer Mounted Emulsion Tank

Stepp Mfg Equipment will meet or exceed all other specifications and you will notice that the exceptions are very minor and show a different way of construction that are beneficial to the user.

Stepp Manufacturing Co., Inc. shall take the following exceptions to the specifications.

Trailer

Dimension Length 220", width 96"

- Stepp SMT to be 241"x90" wide.

Trailer is to be constructed with 6' Channel Steel

- Stepp SMT shall be constructed of 2 x 6 x 3/16" Rectangular Tubing.

Tank

Ports 2, 14"

- Stepp To have 1-20" man way with 2" internal vent.

Thermostat

- Stepp to have an adjustable thermostat with a 4" dial thermometer located in the rear head for easy reading without climbing up on the tank.

Blanket style Heating:

- Stepp SMT shall have 2-1500 watt immersion heaters with thermostat. This will allow the heaters to be serviced without dismantling the tank shell. Can be 120 or 240 Volt.

Clean out.

- Stepp to have a 2" clean out valve.
- Stepp SMT shall be insulated with 2" of high temperature fiberglass insulation and covered with a 16 gauge steel cover.

5 hp gasoline engine with a 15 gpm pump. Should also have an emulsion recycle circuit installed for agitation fluid.

- Stepp SMT shall have an 11 hp Honda gasoline engine with electric start and hydraulic driven 20gpm Viking pump. The pump shall have the ability to agitate/recirculate material and shall have forward and reversing capabilities. Pump to have a one year warranty.

Stepp Shall meet or exceed all of the other bid specifications not outlined above. Please review attached specifications.

Specifications

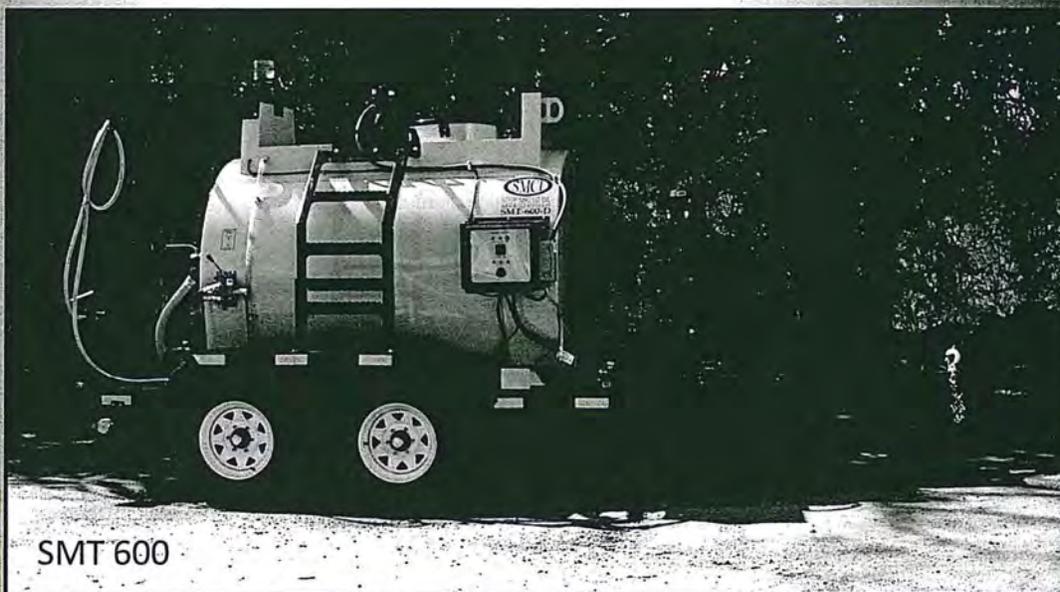


ASPHALT MAINTENANCE EQUIPMENT

**SMT
TRAILER EMULSIONS TANK**



SMT 400



SMT 600

Available in the following sizes:

250-P, 400, 600, 1000, & 1200 Gallons ~ Propane, or Diesel Heating Systems

12325 River Road, North Branch, MN 55056~ Phone: 651-674-4491~ Fax: 651-674-4221 www.steppmfg.com

The Stepp Trailer Mounted Mini Tanker is the perfect blend of

PERFORMANCE, DURABILITY,

and VERSATILITY

for your pothole patching needs and budget!

Quick Spec	SMT 250-P	SMT 400	SMT 600	SMT 1000	SMT 1200
Capacity	250 Gallons	400 Gallons	600 Gallons	1000 Gallons	1200 Gallons
Axle	1-3500#	1-7000#	2-6000#	2 - 7000#	2 - 7000#
Tires	225/75/R15/ LR-D	235/80/R16 LR-E	225/75/R15/ LR-D	235/80/R16 LR-E	235/80/R16 LR-E
GVWR	5,000 LBS.	7,000 LBS.	10,000 LBS.	14,000 LBS.	14,000 LBS.
Empty Weight (avg.)	2,000 LBS.	3,500 LBS.	4,000 LBS.	4,800 LBS	5,500 LBS
Dimensions (avg.)	174" L 76" W 76" T	190" L 73" W 85" T	215" L 100" W 100" T	241" L 88" W 94" T	241" L 88" W 94" T
Diesel Burner BTU	N/A	250,000	250,000	250,000	250,000
LP Burner BTU	250,000	250,000	500,000	500,000	500,000

DETAILED SPECIFICATIONS

Models Available

- SMT250-P
- SMT400-P SMT400-D
- SMT600-P SMT600-D
- SMT1000-P SMT1000-D
- SMT1200-P SMT1200-D

*Each base unit includes: burner, roll over protection, ladder, electric brakes, and gravity drain.

Brief Description of Model Features

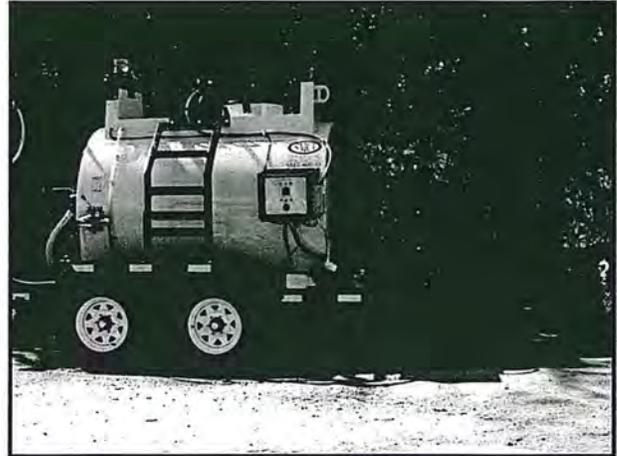
The SMT "P" series models include a single propane fired burner. The "D" series models include a diesel fired burner. Each Mini Tanker model comes with the option of choosing either a propane or diesel burner, with the exception of the SMT250-P, which is offered with only the propane burner.

Paint

Surfaces of the unit will be properly prepared and primed per standard industry practices. The machine shall be painted in your choice of High Visibility Safety Orange, Yellow, or Black. Custom colors shall be available upon request. Shall have a two (2) part polyurethane paint.

Warranty

The warranty shall be one year on parts, materials, and workmanship. Product pumps and hoses that handle heated material have a 12 month pro-rated warranty. Component parts such as engines, hydraulic components, tires, etc., shall be covered by the component manufactures warranties. A complete warranty statement is available upon request.

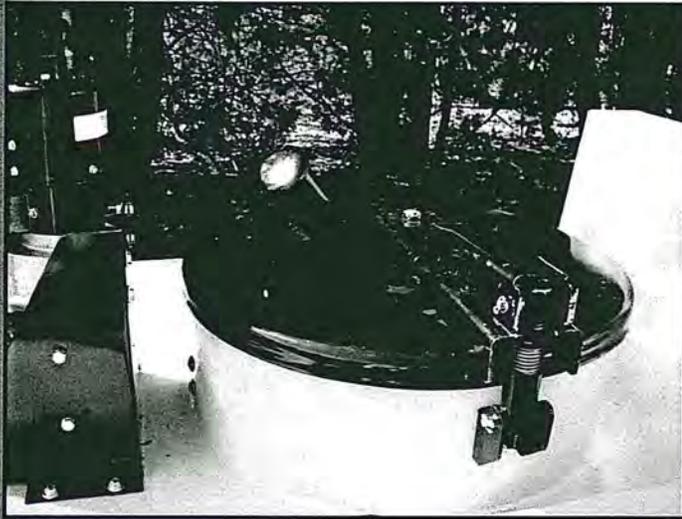


DETAILED SPECIFICATIONS



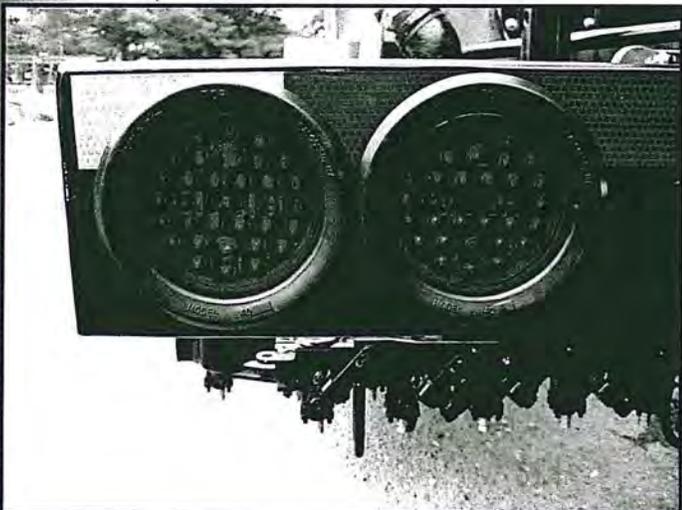
Tank Construction

Heating tank shall be round in cross section, with a 20" fill opening with lockable latch and a 3" diameter overflow pipe to eliminate spillage caused from surging material. Tank is to have a capacity of 250, 400, 600, 1000, or 1200 gallons with 5% for material expansion. Shall be constructed of 12 gauge, A569 steel plate with 10 gauge steel heads. Tank to be electrically welded inside and out. Tank shall be tested for leaks in accordance with N.D.E. (Non-Destructive Examination) procedures. Steps to access ladder included. Tank is to be insulated with 2" of high temperature fiberglass insulation and have a 16 gauge steel cover. One 6" thermometer stem with 2 1/2" face. Temperature shall range from 0-550 degrees F. Inserted in a well with a protective collar.



Tank Drain

Kettle to be equipped with an inside closing manifold style valve, 6" bottom unloading for complete drainage of tank with a 2" ball valve drain.



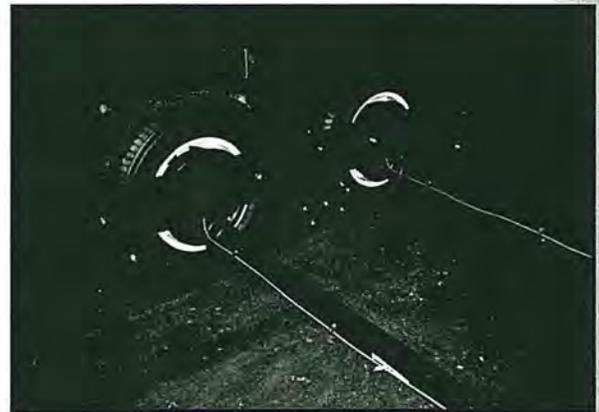
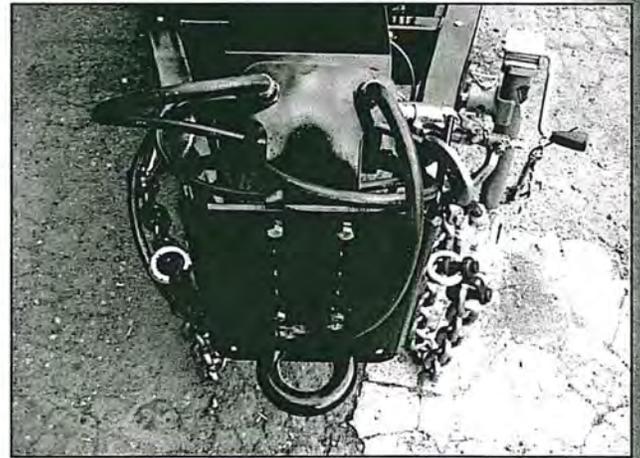
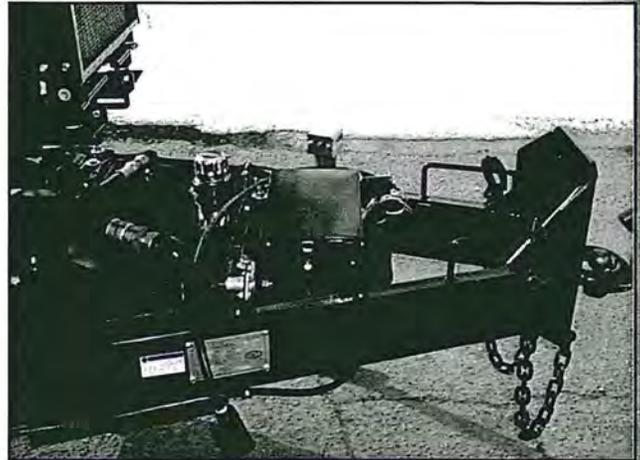
Lights

Combination stop, turn, and clearance lights with license plate bracket wired in a protective loom with 4 prong connector. Lighting options are as follows: Standard 2 light system or 2 light LED system; 4 light system: 2 separate lights for stop and turn signal, located on the rear on each side of the unit; or 4 light LED system: 2 separate LED lights for stop and turn signal, located on the rear side on each side of the unit.

DETAILED SPECIFICATIONS

Trailer

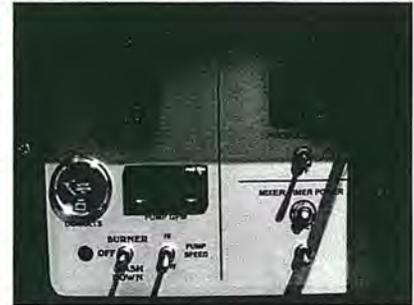
Frame shall be A-frame style constructed of 2" x 6" x 3/16" high strength, rectangular steel tubing reinforced at all stress points with 1/4" x 6" x 15" fish plates. Open channel shall not be used. Suspension shall be of leaf spring type. Shall have a one-piece bolt-on shackle. Shall have electric brakes with break-away kit and tires. Hydraulic surge brakes are also available to allow for break-away protection by applying brakes in case of accidental break-away from towing vehicle, as well as ABS Air Brakes for 1000 and 1200 gallon tanks. Hitch shall be of 3" pintle or 2-5/16" ball style (customer specified) and have adjustable height from 21"-34". Fenders shall be heavy duty, minimum 12 gauge steel and be of bolt-on design and able to support 500 lbs without damage. Trailer electrical system shall be 12 volt DC battery with charging system, with 6Pin round or 7Pin RV light plug (customer specified). Turn signals and brake lights shall be sealed beam grommets. Side markers shall be mounted at the rear and sides of unit. A minimum 5,000 lbs capacity tongue jack, with swing away feature for road clearance, shall be installed. Safety chains shall be grade 40 with attached eye bolts. All wiring and fuel lines shall be run through the inside frame for protection from outside elements. All options for this unit are of bolt-on design for easy installation after unit is delivered.



DETAILED SPECIFICATIONS— HEATING SYSTEM

Automatic Temperature Controls (optional)

Automatic spark ignition lights the burner with the flip of a switch and includes flame-out protection to shut off the fuel supply if the flame is blown out. The electronic thermostat has an easy-to-adjust thermostat with a setting range from 0° - 550° F. A large digital LED display makes it easy to monitor the product temperature in the tank. Once the operator sets the desired temperature, burner operation and temperature controls are fully automated with this system. The burner controls and thermostats are to be located in a weather proof enclosure. The enclosure shall have a transparent cover so the temperatures can be monitored without the need to open the cover. The operator shall be able to read the product temperatures when standing 6 feet from the machine.



Propane Heating System

Flue Configuration

The 250, 400, and 600 gallon models are equipped with a single flue constructed of 6" diameter x .188" wall thickness fire tube, and a 6" diameter x .135" wall thickness on return tube to a vertical exhaust stack.

The 1000 and 1200 gallon models are equipped with a single flue constructed of 8" diameter x .188" wall thickness fire tube, and a 8" diameter x .135" wall thickness on return tube to a vertical exhaust stack.

Burner Output

The 250, 400, and 600 gallon tanks are heated with one (1) Stepp MLT-250 self-vaporizing liquid LP burner with an operating output up to 250,000 BTU.

The 1000 and 1200 gallon tanks are heated with one (1) Stepp MLT-500 self-vaporizing liquid LP burner with an operating output up to 500,000 BTU.



Diesel Heating System

Diesel Burner

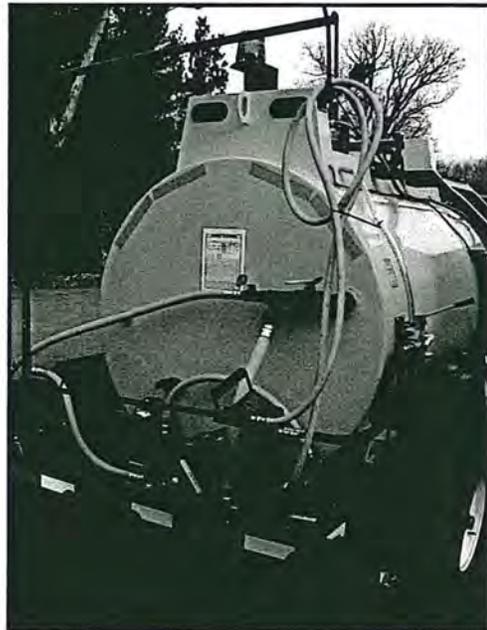
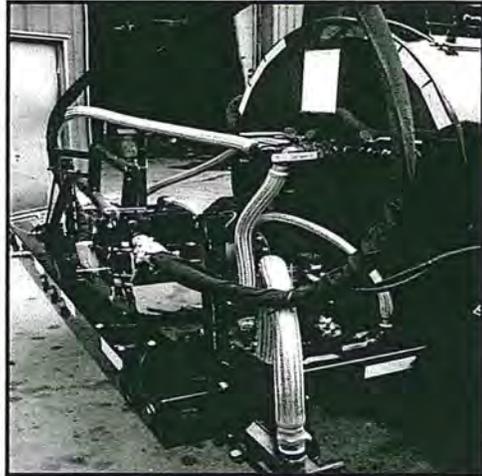
The machine is to be equipped with one (1) Beckett forced air diesel fuel burner with an operating output of up to 420,000 BTU. The burner fires down a single flue constructed of 6" diameter x .188" wall thickness fire tube, and a 6" diameter x .135" wall thickness on return tube to a vertical exhaust stack. The burner is completely self contained with automatic ignition and safety shut off circuitry to stop the fuel flow if the flame goes out. The burner is designed to operate on 12 volt DC power without the need for additional adaptors or apparatus. The heating system shall operate on either #1 or #2 diesel fuel. Fuel is supplied from a 30 gallon fuel tank.



DETAILED SPECIFICATIONS– PUMPING SYSTEM

Hydraulic Pumping System (using truck hyd)

Product pump to be hydraulic motor, powered from the truck's hydraulic system. Hydraulic motor to have a forward/reverse control valve with built in relief valve. All hydraulic lines to be run with hydraulic tubing. To have two (2) connection hoses extending 50" in front of kettle to attach to truck. Hoses to be 1/2" diameter x 100R1 high pressure hydraulic hose. Hydraulic motor driving an HL-32 Viking material pump equipped with recirculating valve to allow for material to circulate back to kettle without going through spray wand (to circulate material in tank). Suction line to have removable screen 3-way valve between screen and pump to allow for flushing of pumping system.



Hydraulic Pumping System (using Kohler 20HP LPG Engine)

To include a 20HP Kohler LPG engine with electric start. A 12 volt battery shall be included and located in a lockable battery box. The engine shall power a hydraulic pump. The hydraulic pump shall power a hydraulic motor, which will operate a Viking HL-32 material pump. Pump shall be capable of forward and reverse positions. To include 15' of 1/2" yellow ortec hose and 5' steel spray wand with an on/off valve. A 3-way valve shall be installed to allow for flushing of pump and plumbing. Equipped with recirculating valve to allow for material to circulate back to kettle without going through spray wand (to circulate material in tank). Shall be equipped with 15' of 1/2" flexible hose, with 5' hand held spray wand with nozzles and hose rack.



Options! Options! Options!

DETAILED SPECIFICATIONS— PUMPING SYSTEM

CONT.

Options! Options! Options!



20 FT. Spray Wand Hose

Twenty foot hose offers a 5 foot longer reach than the standard 15 foot spray wand hose.

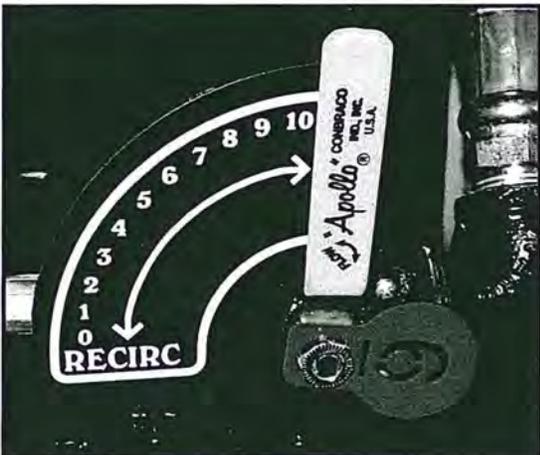
25 FT. Spray Wand Hose

Twenty-five foot hose offers a 10 foot longer reach than the standard 15 foot spray wand hose.



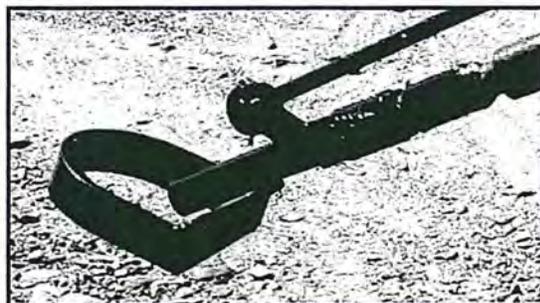
Flush Tank

5 gallon tank constructed of 16 gauge steel. Will be plumbed to flush out spray wand or spray bar.



Recirculating Flush Tank

The flush system is a closed system that recirculates the flush solvent to greatly reduce the amount of hazardous materials requiring disposal. Solvents are circulated back to a 15 gallon flush tank and flow through baffles that allow sediments to settle in the bottom of the flush tank. When the solvents are no longer effective, the flush tank is drained and refilled with fresh solvent. This system significantly reduces the amount of hazardous waste generated during flushing procedures.



Application Nozzle With Shoe

Nozzles available in $\frac{1}{8}$ " , $\frac{1}{4}$ " , or $\frac{3}{8}$ " sizes.

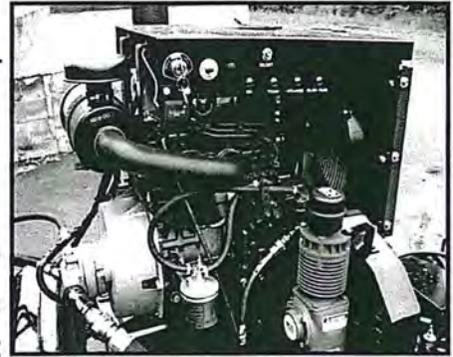
DETAILED SPECIFICATIONS

Diesel Engine

Kubota® Z602 2cy, liquid cooled engine in lieu of Kohler LPG. (Available only for sizes larger than 250 gallon)

Honda Gasoline

Shall be Model GX390, air cooled, 4-stroke OHV petrol engine, 25" inclined cylinder with horizontal shaft. Shall be 11HP with transistorized igniter system and recoil electric start system. Shall have an 18AMP charging circuit.



Electric Agitator With 7-Day Programmable Timer

Allows for continuous mixing of product to eliminate settlement of heavier particles to help maintain spec.



Hydraulic Drive Vertical Agitator

Vertical agitator is driven off of hydraulic system to help maintain spec during storage or during application procedures.

Economy Tack Bar

6' non-circulating spray bar with 12 veejet nozzles on 6" centers. Also available with tether control to activate hydraulics and valve to start and stop pump. 8' economy tack bar up-charge also available upon request.



Deluxe Tack Bar

6' full-circulating spray bar with 12 veejet nozzles on 6" centers. Flip valve for each nozzle. 20' tether to operate linear actuator to open/close valves. 8' deluxe bar up-charge also available upon request.

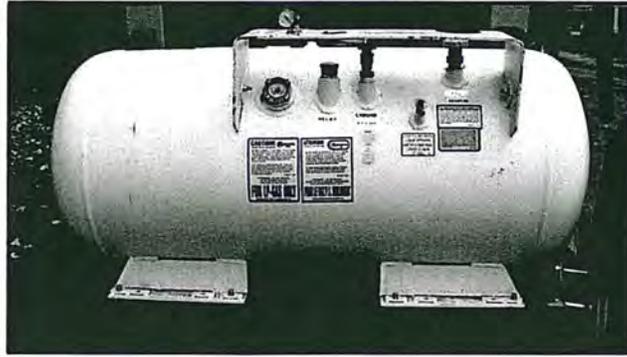


Options! Options! Options!



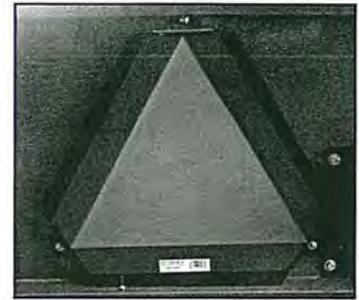
100# LP Cylinder w/ Rack

100# LP bottle with liquid withdrawal and safety collar. These are new bottles so you know your fuel won't be contaminated from those rusty "exchange" bottles often supplied to you from the fuel jobber.



Mounted LP Bottle

52 gallon LP DOT approved tank with liquid withdrawal and contents gauge, mounted to trailer.



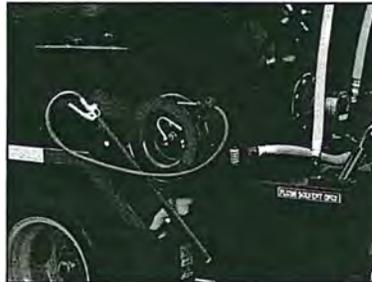
SMV Sign

DOT approved slow moving vehicle sign.



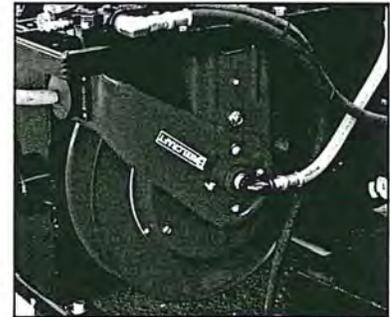
Spare Tire

Spare tire with holder mounted onto frame of unit.



Washdown System

Consists of a 12 volt pump with hand spray wand and 15' hose to wash tools and interior of hopper.



Hose Reel

Hose reels available for tack hose, washdown hose, and hand torch hose.



Strobe Light

12 volt powered. Controlled from operators control panel. Strobe mounted on top rear of the unit.



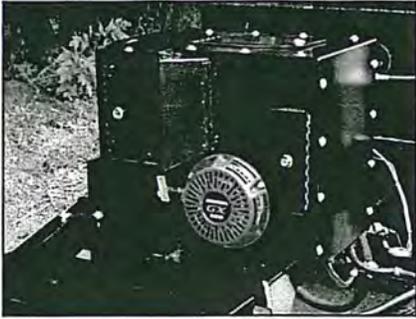
Fire Extinguisher

10 lb ABC Dry Chemical fire extinguisher.



Tool Box

Constructed of 12 gauge steel with cover and locking hasp 10" x 10" x 24".



Engine Enclosure

Lockable enclosure to protect engine from outside elements. Also vandal proof. Available for both Honda and Kohler engines.



Diesel Burner Enclosure

Lockable enclosure to protect burner from outside elements. Also vandal proof.



Stainless Steel Tool Holders

Spring loaded clamps for holding rakes, lutes, brooms, and shovels.

Electric Overnight Heaters

Available to reduce start up time and maintain heated material at temperature. Provides low density heat that will not scorch material.

Cold mix use: 110V 1500W Hot mix use: 220V 3000W



Options! Options! Options!

**BULLOCH COUNTY BOARD OF COMMISSIONERS
115 NORTH MAIN STREET
STATESBORO, GEORGIA 30458
PHONE: 912-764-0436**

INVITATION TO BID

Sealed bids will be received by the Bulloch County Board of Commissioners, 115 North Main Street, Statesboro, Georgia 30458 (mailing address PO Box 347, Statesboro, Georgia 30459) until bid opening time and date; for the purchase of one (1) trailer w/1000 gallon tank.

Bid Opening: **OCTOBER 7, 2013 AT 3:00 P.M.**

Bidders will be fully responsible for the delivery of their bids in a timely manner. Reliance upon U.S. Mail or other carriers is at the bidder's risk. Late bids will not be considered.

Please address or deliver bids to the attention of Kenneth Trapnell, Purchasing Manager.

The outside of the sealed envelope shall include the wording: TRAILER IFB, Bid Opening October 7, 2013 @ 3:00 p.m. Attention Kenneth Trapnell, Purchasing Manager.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the bidder agrees that this bid shall be an option, which is hereby given to the Purchaser to accept or reject this bid at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the bidder during the term of said option. The party submitting the bid is solely responsible for delivering the bid to the exact location and by the time stated. The Purchaser reserves the right to reject any or all bids and to waive technicalities and informalities in bids, to accept in whole or in part, such bid or bids may be deemed in the best interest of the purchaser.

Award will be made to that responsive and responsible bidder with the best offer for Bulloch County, price and other factors considered.

Local Buying Preference: A local vendor is considered any vendor who has a principal business location within the boundaries of Bulloch County. A principal business location shall be strictly interpreted to mean a permanent establishment or facility with a physical location in Bulloch County having a registered business name, street address and telephone number where it can be easily demonstrated that the goods or services to be

procured by the County are either made, stored, processed, sold or rendered at such establishment or facility; and, that substantial administrative or management activities related to the establishment or facility are performed by one or more employees, principals, representatives or agents for the purpose of transacting business. It shall be the responsibility of the vendor to provide clear and compelling evidence of meeting this standard to the satisfaction of the Purchasing Department prior to the award of a bid or quotation. For all purchases over \$5,000.00, if the quality, service, price, and other factors are substantially equal, then the local vendor may be given an opportunity to match the lowest cost proposal, if the quotation or bid is within 5% of the lowest price proposal. This policy shall be so stated in all applicable solicitations. This provision does not apply to public works construction projects or road projects pursuant to the laws of the State of Georgia.

TERMS AND CONDITIONS

Units offered under this advertisement shall be new. Used equipment shall not be considered for award.

Bidders must submit with their bid printed specifications, advertising literature, and warranty information on the units they propose to furnish.

The design of the mechanical members shall be such that the stress imposed through normal conditions shall not cause rupture or permanent deformation or undue wear on any member.

Bidders shall be prepared to give a complete demonstration of the merits of the trailer offered as directed by the purchaser. The trailer so demonstrated shall be similar as offered by the bidder for this bid.

The successful bidder shall access to parts inventory that may be needed for the trailer.

The price or prices quoted shall include all transportation charges fully prepaid to Bulloch County Correctional Institute for the trailer. Delivery date should be no later than 60 days after receiving the order. **DELIVERY DATE MUST BE STATED ON BID.** Bids will be binding for a period of sixty (60) calendar days from the date bids are opened. The party submitting the bid is solely responsible for delivering the bid to the exact locations and by the time stated. No extension of the bidding period will be made. The purchaser reserves the right to reject any or all bids, to waive technicalities and informalities in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest of the purchaser.

The bidder shall list on a separate sheet of paper any variations from, or exceptions to the conditions and specifications of this bid. This sheet shall be labeled, "Exception(s) to Bid Condition and Specifications," and shall be attached to the bid.

The award will be made based on the best value offered for Bulloch County. The quality of the equipment to be supplied, their conformity with the specifications, their suitability to requirements, price, parts, delivery terms and guarantee clauses shall be taken into consideration.

See attachments for bid specifications.

For more information, please call Kenneth Trapnell @ 912-764-0436

SPECIFICATIONS

TRAILER W/1,000 GALLON CAPACITY TANK CINLINE OR EQUAL

Any brand names or trade names used in this specification are for the purpose of describing and establishing general quality levels. Equal quality levels will be considered. All bids received must include detailed information proving basic compliance with the following specifications. A few inches or a few pounds variation from the specifications will be acceptable. Bulloch County will determine compliance to the specifications based on the information submitted.

Trailer:

- Construction: 6" channel steel
- Axles: 7000 lb. Capacity rating
- Springs: spring type suspension
- Brakes: supplied to both axles. State if electric or hydraulic.
- Tires: load range "E" tires
- Brake unit: battery powered brake unit.
- Lighting: dot approved lighting
- Trailer wiring: 6 pin standard trailer wiring
- Dimensions: length-220", width 96"
- Hitch: adjustable pintle hitch
- Safety chains: dot approved safety chains.
- Trailer jack: 5000 lb. Capacity rating

Tank:

- Capacity: 1000 gallon capacity tank
- Ports: 2, 14" top mounted loading ports, located on each end of tank. Ports shall be vented.
- Thermostat: adjustable thermostat for heating. 5" dial type thermostat on top of tank.
- Blanket style heating: unit shall be equipped with blanket style heating, 120 volt with 240 volt option. There shall be a minimum of 3" of insulation one tank.
- Clean out valve: 3" diameter drain valve for clean out.

Pump off system:

- Pump off system: shall include pump off system for off loading emulsion.
- Engine: 5 hp engine minimum. Specify brand being bid.
- Pump: pump shall be rated at 15 gpm minimum. Specify pump manufactured & warranty.
- Agitator: pumping system shall include agitatio with clean out system.
- Clean out: 5 gallon capacities minimum.

- Hose: 2" diameter minimum hose for off loading.

General instructions:

- Paint: unit shall be primed & painted black.
- Warranty: 1 year warranty minimum.
- Manuals: all related manuals shall be included with unit.



BULLOCH COUNTY BOARD OF COMMISSIONERS AGENDA ITEM SUMMARY

DEPARTMENT MAKING REQUEST:	MEETING DATE: 10.15.2013		
Administration/County Manager	RESOLUTION ATTACHED?	YES	
		NO	X

REQUESTED MOTION OR ITEM TITLE:

Discussion and possible action to approve the FY 2014 SPLOST Project Authorization Budget.

SUMMARY/BACKGROUND ATTACH DETAILED SUMMARY:

The County Manager will present at the meeting for discussion a FY 2014 project authorization budget. While categorical amounts have been presented in the FY 2014 General Appropriations Budget, the County Manager has incorporated a "soft freeze" on SPLOST funds until a more project-oriented budget could be completed. The County Manager would like to formally present the results based on departmental input for consideration of approval unless reconciliation is required by the Board. Approval is recommended.

AGENDA CATEGORY	FINANCIAL IMPACT STATEMENT				
(CHECK ONE)	BUDGETED ITEM?	YES	X	AMENDMENT OR TRANSFER REQUIRED?	YES
		NO			NO
PRESENTATION				ATTACH DETAILED ANALYSIS, IF NEEDED: Final report to be issued to BOC prior to meeting.	
PUBLIC HEARING					
CONSENT					
NEW BUSINESS	X				
UNFINISHED BUSINESS					
OTHER					

AGENDA ITEM REVIEW AND APPROVAL											
DEPARTMENT DIRECTOR		PURCHASING OFFICER		OTHER		COUNTY CLERK		COUNTY STAFF ATTORNEY		COUNTY MANAGER	
YES		YES		YES		YES		YES		YES	✓
NO		NO		NO		NO		NO		NO	
INITIAL		INITIAL		INITIAL		INITIAL		INITIAL		INITIAL <i>ML</i>	
DATE		DATE		DATE		DATE		DATE		DATE <i>10.11.13</i>	

COMMISSION ACTION AND REFERRAL	
APPROVED	DATE TO BE RETURNED TO AGENDA:
DENIED	NOTES:
DEFERRED	