



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Gabe Benmoussa, Fire Chief
DATE: Submitted on April 7, 2025, for the April 14, 2025, Regular City Council Meeting

Signed by:

Gabe Benmoussa

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AGENDA ITEM: Consideration of a Health Services Contract between the City of Milton and RightSite Health Physicians, LLC for Telehealth Service to Non-Emergency Patients

SUMMARY:

RightSite is a telehealth program that will directly link end users to an ER telehealth doctor and patient navigator (if desired). Patients can choose this service after an in-home visit from Fire Department crews or after a direct referral from dispatch (if they meet certain criteria ensuring they are low acuity). This program is without cost to the City. The citizen's insurance is billed directly by RightSite if the patient elects to utilize the program (Right Site does not bill patients that do not have insurance). This saves the patient the extra cost of ambulance transport and ER visit, if their care does not require it.

FUNDING AND FINANCIAL IMPACT:

There is no financial impact to the City.

ALTERNATIVES:

None was available at no cost to the City of Milton

PROCUREMENT SUMMARY (if applicable)

REVIEW & APPROVALS:

Financial Review: Stacey Inglis, Deputy City Manager –
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – April 7, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by:

Stacey Inglis

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DocuSigned by:

Steven Krokoff

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ATTACHMENT(S):

Health Services Contract

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov





HEALTH SERVICES CONTRACT

(Telehealth EMS Services for Milton Fire-Rescue Department)

THIS HEALTH SERVICES CONTRACT (“**Contract**”), made and entered this ____ day of _____, 2025 (the “Effective Date”), by and between **CITY OF MILTON**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council Milton Fire-Rescue Department (hereinafter, the “**City**”), and **RIGHTSITE HEALTH PHYSICIANS PLLC**, a Connecticut professional limited liability corporation, authorized to transact business in Georgia and with its principal offices at 1100 NE Loop 410, Suite 850, San Antonio, TX 78209 (“**RightSite**” or “**Provider**”),

WHEREAS, the City’s Department of Public Safety Fire Division (“Agency”) responds to fires, accidents, and medical emergencies to protect life and property;

WHEREAS, RightSite offers immediate telehealth services to non-emergency patients upon request from the Agency’s Emergency Medical Services (“EMS”);

WHEREAS, upon request from the Agency’s EMS, RightSite’s Georgia-certified physicians confirm the patient’s non-emergent status and offer them navigation services to ambulatory or telehealth care if the patient agrees;

WHEREAS, the City and RightSite desire to enter into a mutual agreement with terms of collaboration and conditions for facilitating effective emergency response and medical telehealth interventions for the Agency for EMS-related telehealth services; and

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

ARTICLE 1: GENERAL PROVISIONS.

1. RightSite’s Services. Overview of RightSite’s telehealth services is more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter, “Services”).
2. Performance of Services. RightSite shall perform the Services during the term of this Contract in accordance with the requirements set forth in Exhibit “A.”
3. Contract Managers. Each Party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract.

City’s Contract Manger: Gabe Benmoussa, Fire Chief.

RightSite’s Contract Manager: Rebecca Rikarts, VP Program Operations.

Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or contact information; such changes shall not be deemed Contract amendments and may be provided via email.

ARTICLE 2: COMPENSATION.

RightSite provides the Services to the City at no cost. RightSite is paid by the patient's insurance carrier, when applicable. RightSite will accept all patients and not bill the uninsured. RightSite will ensure financial considerations do not prevent the delivery of appropriate patient care.

ARTICLE 3: TERM AND TERMINATION OF CONTRACT.

1. Term. This Contract shall commence as of the Effective Date. The Parties agree that this Contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31 of each calendar year of the Term, and further, that this Contract shall automatically renew on January 1 of each subsequent calendar year absent the City's provision of written notice of non-renewal to RightSite at least ninety (90) days prior to the end of the then current calendar year. The initial Term of this Contract shall begin on the Effective Date and run until December 31, 2026, whereupon, unless earlier terminated as provided herein, this Contract shall automatically renew for successive annual terms. To the extent this is applicable to this contract, title to any supplies, materials, equipment, or other personal property shall remain in RightSite until fully paid for by the City.
2. Termination. This Contract may be terminated with or without cause by either Party, so long as written notice of termination is provided at least ninety (90) days in advance to the other Party. If either Party commits a material breach under this Contract, the other Party may terminate this Contract by giving the breaching Party at least ten (10) business days prior written notice, except any such notice will not result in termination if the breaching Party cures that breach before the ten (10) business day period expires.

If this Contract is terminated for any reason, RightSite shall: (1) promptly discontinue all Services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to the City all data, reports, summaries, and such other information and materials as may have been generated or used by RightSite in performing this Contract, whether completed or in process, in the form specified by the City.

ARTICLE 4: RECORDS, REPORTS, AND AUDITS.

Records. Without limiting RightSite's obligations identified elsewhere in this Contract, all records related to this Contract will be kept on file by each Party in accordance with the terms set forth herein, and in accordance with all applicable state and federal laws, rules, and regulations, including Georgia's Open Records Act (O.C.G.A. § 50-18-71, et seq.) Upon reasonable prior notice, each Party will give the other, the ability to inspect,

examine, and audit, during normal business hours, the business records as are relevant to this Contract. The cost of such inspection, examination, and audit will be at the sole expense of the requesting Party. and such inspection, examination, and audit will be conducted where the records are maintained in the ordinary course of business. Further, RightSite shall maintain accurate books, documents and records reflecting the Services provided and all bills or claims submitted to patients or third-party payors. All such records should be prepared and maintained in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and applicable regulations promulgated thereafter ("HIPAA").

ARTICLE 5: COVENANTS OF RIGHTSITE.

1. Expertise of RightSite; Licenses, Certification and Permits. RightSite shall employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Contract. RightSite covenants and declares that all employees possess diplomas, certificates, licenses, permits or the like required by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract.
2. Indemnification. Both Parties hereby agree to indemnify, protect and hold harmless the other Party, and its agents, contractors, directors, employees, officers, and shareholders (the "Indemnified Parties"), from any and all claims, actions, losses, liabilities, damages, demands, actions, or judgments including, but not limited to, reasonable attorney's fees and expenses for which the Indemnified Parties may become liable based upon or arising pursuant to this Contract and resulting from the gross negligence or willful misconduct of the Indemnifying Party, and all of its officers, agents or employees. This duty will survive termination of this Contract. Both Parties agree to indemnify, protect and hold harmless the Indemnified Parties from any liability resulting from any claims related to the Indemnifying Party's compliance with any federal or state law, rule, regulation, or order.
3. Independent Contractor. RightSite hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. Nothing in this Contract shall be construed to make RightSite or any of its employees, servants, or subcontractors, an employee, servant or agent of the City for any purpose. RightSite agrees to be solely responsible for its own matters relating to the time and place the Services are performed and the method used to perform such Services; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of consultants, agents or employees to perform the Services; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. RightSite agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Contract. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Contract with RightSite. Any provisions of this Contract that may appear to give the City the right to direct RightSite as to the details of the Services to be performed by RightSite or to exercise a measure of control over such Services will be deemed to mean that RightSite shall follow the directions of the City or Agency with regard to the results of such

Services only. It is further understood that this Contract is not exclusive, and the City may hire additional entities to perform the Services related to this Contract.

Inasmuch as the City and RightSite are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. RightSite agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of RightSite to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. RightSite shall assume full liability for any contracts or agreements RightSite enters into on behalf of the City without the express knowledge and prior written consent of the City.

4. Confidential Information. RightSite acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. RightSite agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that RightSite creates under this Contract shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. RightSite shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.
5. Georgia's Open Records Act. RightSite acknowledges that the City's disclosure of documentation is governed by Georgia's Open Records Act, and RightSite further acknowledges that if RightSite submits records containing trade secret information, and if RightSite wishes to keep such records confidential, RightSite must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.
6. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, RightSite agrees that, during performance of this Contract, RightSite, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, RightSite agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Contract.
7. Insurance. Providers will, at all times relevant to this Contract, have and maintain professional and comprehensive general liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. In addition, RightSite will maintain insurance of its employed or contracted healthcare providers in amounts that are substantially similar to the amounts

set forth in this section. It is hereby stipulated and agreed to between RightSite and the Agency that with respect to any claim or action arising out of any Service performed under or pursuant to this Contract, each Party will only be liable for payment of that portion of any and all liability costs, expenses, demands, settlements, or judgments resulting from the gross negligent actions or omissions of its own agents, officers, and employees.

ARTICLE 5: MISCELLANEOUS.

1. Assignment and Subcontracting. RightSite shall not assign this Contract to any other third party without the express written consent of the City. Any such assignment or subcontract shall include the obligations contained in this Contract. Any assignment or subcontract shall not relieve RightSite of its independent obligation to provide the Services and be bound by the requirements of this Contract.

2. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steve Krokoff, City Manager

As to the Agency:

Milton Fire-Rescue Department
13690 Highway 9
Milton, GA 30004
Attn: Gabe Benmoussa, Fire Chief

As to RightSite:

RightSite Health Physicians PLLC
1100 NE Loop 410, Suite 850
San Antonio, Texas 78209
ATTN: Legal Officer

3. Entire Agreement. This Contract, including all exhibits hereto, constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Contract are superseded hereby.

4. Successors and Assigns. Subject to the provision of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.
5. Amendment. This Contract may be amended or revised only in writing and signed by all parties.
6. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Contract shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and RightSite submits to the jurisdiction and venue of such court.
7. Sovereign Immunity; Ratification. Nothing contained in this Contract shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Contract by a majority of the Mayor and City Council shall authorize the Mayor to execute this Contract on behalf of the City.
8. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to RightSite or any successor in interest in the event of any default or breach by the City or for any amount which may become due to RightSite or successor or on any obligation under the terms of this Contract.
9. Captions and Severability. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof or of this Contract, or in any way affect this Contract. Should any article(s) or section(s) of this Contract, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Contract should be severed, and the remainder of this Contract shall remain in full force and effect to the extent possible as if this Contract had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Contract without including any such part, parts, or portions that may for any reason be hereafter declared in valid.
10. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as, or by construed to be, a waiver of any subsequent breach of the same or other provision hereof.
11. Other Contracts and Third-Party Beneficiaries. The parties acknowledge that RightSite is neither bound by nor aware of any other existing contracts to which the City is a party and which relate to the providing of emergency response and medical telehealth

interventions. The parties agree that they have not entered into this Contract for the benefit of any third person or persons, and it is their express intention that the Contract is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

12. Cooperation. On and after the date of this Contract, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Contract.
13. Authority. The parties signing this Contract hereby state that they have the authority to bind the entity on whose behalf they are signing.
14. Material Condition. Each term of this Contract is material, and RightSite's breach of any term of this Contract shall be considered a material breach of the entire Contract and shall be grounds for termination or exercise of any other remedies available to the City at law or in equity.
15. Binding Effect. This Contract shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF City and RightSite have executed this Contract, effective as of the Effective Date first above written.

RIGHTSIGHT HEALTH PHYSICIANS PLLC



Signature: _____

Print Name: Mene Demestihias

Title: President PLLC

Attest/Witness: *Rebecca Rikarts*

Signature: _____

Print Name: Rebecca Rikarts

Title: VP Program Operations

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest:


Tammy Lowit, City Clerk

Approved as to form:

Signed by:



4/7/2025

 Molly Esswein

Jarrard & Davis, LLP
City Attorney

EXHIBIT “A”

Services

A. Overview

1. Based on the adopted EMS Protocol, the Agency’s Medical Director and EMS Chief will determine which type of calls are appropriate for referral to RightSite.
2. The Agency and RightSite will prioritize and mutually agree to an integrated approach to non-emergent healthcare, ensuring individuals receive an appropriate level of care based on their circumstances.
3. All medical direction will come from the Agency. This Contract does not replace any existing Agency protocols.
4. Referrals to RightSite will only be initiated from a 911 call.

B. Services Provided:

1. Description of RightSite Service.

RightSite Physicians offers immediate telehealth services to non-emergency patients upon request from EMS. RightSite Physicians confirm the patient’s non-emergent status and offer them navigation services to ambulatory or telehealth care (“Navigator(s)”). If the patient agrees, RightSite Navigators help address non-medical obstacles to care, including scheduling appointments, arranging transportation, delivering prescriptions, assisting with health insurance inquiries, and connecting patients with nearby healthcare facilities and community resources.

2. Activation of RightSite Service by Agency.

- a. **On-Scene Assessment:** When EMS crews assess a patient on-site and determine that the condition is non-emergent, they shall present the patient with two options: (a) proceeding to the Emergency Department or (b) having an immediate telehealth visit with RightSite's ER physician. If the patient chooses the telehealth visit, EMS activates the process using any device (Agency or patient) with a camera and internet connection.
- b. **Dispatch-Initiated Assessment:** If 911/Dispatch determines, following Agency protocols, that the patient has a non-emergent condition, they shall offer the patient two choices: (a) dispatching an ambulance and EMS crew or (b) having an immediate telehealth visit with RightSite’s ER Physician.

3. RightSite Telehealth and Navigation.

Upon RightSite’s Navigator obtaining telehealth consent, the patient is immediately connected to RightSite’s board-certified emergency medicine physician. This physician conducts a secondary assessment to determine whether the patient's condition is either emergent or non-emergent and can be treated using non-emergency care options.

If the RightSite physician deems the patient's condition as emergent, the patient's care remains under the control of EMS and follows Agency protocols.

If the RightSite physician classifies the patient's condition as non-emergent, the patient is presented with two choices:

- a. Proceeding to the Emergency Department in accordance with Agency protocols or

- b. Receiving immediate telehealth assistance from RightSite's ER Physician or assistance finding nearby ambulatory care facilities, such as urgent care clinics.

RightSite Navigators play a crucial role in helping patients schedule appointments, arrange transportation if non-ambulance transport is required, obtain prescriptions, and access other services related to their episode of care. Navigators also conduct a follow-up within 1-2 business days to ensure patients have all the necessary resources for their care plan.

Throughout the entire RightSite process, patients can choose their preferred care provider or decide to go to the Emergency Room via the Agency's protocols.

D. Requirements for Agency.

- a. Designate a Contract Manager and a daily coordinator for the rollout and ongoing training.
- b. Integrate RightSite into the Agency response plan.
- c. Disseminate educational materials and communicate RightSite program details to the staff.
- d. Establish a procedure for RightSite Navigators to share patient outcomes with EMS providers.
- e. Work with RightSite to identify additional reporting needs beyond Rightsite's standard reports.
- f. Participate in monthly quality improvement meetings.
- g. Allow use of Agency's name and logo on Provider's marketing collateral, including Provider's website.

E. RightSite Requirements:

1. Attend monthly quality improvement meetings.
2. Provide appropriate training to Agency EMS stakeholders for the RightSite telehealth system.
3. Technology & Privacy:
 - a. Maintain confidentiality of all patient-related information received from the Agency.
 - b. Comply with the Health Insurance Portability and Accountability Act (HIPAA), ensuring security standards align with national standards for handling sensitive healthcare information.
 - c. Preserve privacy and confidentiality of all conversations and data.
 - d. Ensure encryption of all data in transit and at rest.
 - e. Require two-factor authentication of all infrastructure systems.
 - f. Employ advanced logging and monitoring systems to identify and address potential data security or access concerns.
4. Staffing:
 - a. Provide RightSite board-certified ER Telehealth Physicians licensed in the state where service is provided.
 - b. Provide RightSite non-clinical navigators trained for navigation and non-medical determinants of health identification and resolution.
 - c. Project and account management.
5. Offer non-English speaking patients on-demand video clinical interpretation in over 200 languages.
6. Conduct a 1-2 business day follow-up for all patients who consent and share monthly patient satisfaction data with the Agency.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
FM7LG-IA3G3-QMXNN-ZN58X

DOCUMENT COMPLETED BY ALL PARTIES ON
01 APR 2025 19:23:54 UTC

SIGNER


MENELOAS DEMESTIHAS

EMAIL
MENE.DEMESTIHAS@RIGHTSITEHEALTH.COM

TIMESTAMP

SENT
01 APR 2025 18:16:58 UTC
VIEWED
01 APR 2025 19:03:11 UTC
SIGNED
01 APR 2025 19:03:58 UTC

SIGNATURE



IP ADDRESS
136.55.6.84

LOCATION
ATLANTA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
01 APR 2025 19:03:11 UTC

REBECCA RIKARTS

EMAIL
REBECCA.RIKARTS@RIGHTSITEHEALTH.COM

SENT
01 APR 2025 18:16:58 UTC
VIEWED
01 APR 2025 19:22:50 UTC
SIGNED
01 APR 2025 19:23:54 UTC



IP ADDRESS
50.4.234.72

LOCATION
ST. PETERSBURG, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
01 APR 2025 19:22:50 UTC

