

STATE OF GEORGIA
COUNTY OF CARROLL

EMERGENCY MEDICAL SERVICES AGREEMENT

WHEREAS, Georgia Laws 1989, Section 8 (20), pp. 3546, 3552 authorizes the Board of Commissioners of Carroll County, Georgia (hereinafter, “**County**”) to provide for services established under Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia; and

WHEREAS, Article IX, Section II, Paragraph III (a) (3) of the 1983 Constitution authorizes the county to provide ambulance and emergency rescue services, and O.C.G.A. § 36-60-13, as amended, authorizes the county to enter into a multi-year contract for the furnishing of services; and

WHEREAS, the County deems that the furnishing of quality emergency medical services within the corporate limits of each municipality in the County and within the unincorporated limits of the County is important to its citizens and does not unnecessarily duplicate services and facilities; and

WHEREAS, the emergency medical services should be operated as economically and efficiently as possible to serve, safeguard, and protect the public health and general well-being of its citizens; and

WHEREAS, WEST GEORGIA AMBULANCE, INC., hereinafter referred to as (“**Contractor**”) is licensed to operate emergency medical services in Georgia and desirous of furnishing the citizens of Carroll County, Georgia, with emergency ambulance service; and

WHEREAS, in consideration of the mutual benefits and consideration accruing to each of the parties hereto and for the benefit of the citizens of the entire County, which benefits are

hereby expressly acknowledged, Carroll County, Georgia hereby contracts with the Contractor for the following purposes; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. Representations of the Parties. Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) Unless otherwise authorized by its articles of incorporation, bylaws, or a resolution of the board of directors, the Contractor has authority to execute and deliver this Agreement. Furthermore, Contractor is in good standing with all certifications, licenses, and permits that are required by the State of Georgia and Carroll County.

(b) The County is a political subdivision of the state of Georgia and has validly adopted a resolution to authorize the entity to enter the Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§50-14-1, et seq.

Section 2. Term of Contract and Renewal Provisions. The term of this Agreement shall be for a period of **one (1) year beginning July 1, 2022**, subject to automatic renewal as provided in this Section 2. As provided in O.C.G.A. § 36-60-13(a), this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the fiscal year and at the close of each succeeding fiscal year, should the Agreement not be renewed automatically as set forth in this Section 2. The Agreement will be automatically renewed for up to **five (5) additional terms of one (1) year each** unless positive action is taken by the County to terminate the Agreement. To constitute positive action by the County, the County must notify the Contractor in writing at least ninety (90) days prior to the expiration of the initial term of the Agreement or any successive term of the Agreement, as applicable, that it intends to terminate

the Agreement. If notice to terminate is given in writing, and unless otherwise agreed to by the parties, the Contractor shall continue to provide the contracted services to the County through the end of the term of the Agreement then in effect (whether initial or successive), and the County shall compensate Contractor according to this Agreement through the end of said term. This Agreement shall then terminate and expire on the final day of said term and each party's obligations hereunder shall cease therewith. In the event of termination, title for any supplies, materials, equipment, or other personal property shall remain in the Contractor until fully paid for by the County.

Section 3. License and Franchise. The County acknowledges that the Contractor has an exclusive license, which was issued by the West Georgia Emergency Medical Services Council, to provide and furnish emergency ambulance service within the county. Contractor agrees to comply with the Emergency Medical Services Act of the State of Georgia, the Regulations enacted by the Georgia Department of Community Health at Chapter 290-5-30 et. seq., as amended, the Code of Ordinances of Carroll County, Georgia, as amended, and all traffic laws and rules within the various municipalities within the County. Contractor shall maintain its franchise with Carroll County and take all necessary steps to stay in compliance with the Carroll County Code of Ordinances Chapter 34, *et seq.* through the term of this Agreement.

Section 4. Compensation.

(a) Subsidy. The County agrees to provide a subsidy for emergency medical services that originates within the limits of Carroll County, Georgia. Carroll County, Georgia hereby agrees to allocate and appropriate to Contractor, in addition to such income from fees for services, an amount of ONE MILLION ONE HUNDRED THIRTY SEVEN THOUSAND DOLLARS (\$1,137,000.00) per year (the "**Base Amount**"). Once the County determines that

the Contractor has provided GPS locators of its ALS Units to E-911 so that E-911 is able to track all ALS Units at all times in accordance with Section 14(e) of the Specifications attached to this Agreement, the Base Amount shall increase to ONE MILLION FOUR HUNDRED EIGHTY SEVEN THOUSAND DOLLARS (\$1,487,000.00) per year. All payments of the annual sums to be paid to the Contractor by the County hereunder shall be paid in equal monthly installments each month so long as Contractor substantially complies with this Agreement, the laws of the State of Georgia, the Rules and Regulations thereof, and the ordinances adopted by Carroll County, Georgia, which affect performance of the obligations of Contractor herein, and previously have been incorporated herein. Each monthly payment shall be paid on or before the fifteenth (15th) day of each month.

(b) Rates Charged to Citizenry. Contractor may charge a reasonable rate for providing its emergency services to the citizenry, subject to the consent of the County, which consent shall not be withheld unreasonably. However, Contractor may charge a higher rate during the term of this Agreement if Contractor first demonstrates just cause to the County and obtains the County's approval.

(c) Compensation Adjustments. Beginning on **July 1, 2023**, and each anniversary thereafter (each, an "**Adjustment Date**"), the annual Base Amount shall be adjusted based on the increase in the Consumer Price Index (but not to exceed 5% as set forth below), plus \$50,000.00. The adjustment shall be calculated as follows:

(i) On each Adjustment Date the Base Amount hereunder for the upcoming fiscal year shall be an amount determined by multiplying the Base Amount for the year immediately preceding the current Adjustment Date by the percentage increase in the Consumer Price Index for the preceding year (comparing the Consumer Price Index most recently published

prior to the current Adjustment Date and the Consumer Price Index for the same calendar month in the immediately preceding year), but in no event shall the increase be more than 5%; this percentage increase, as computed, shall be added to the preceding year's Base Amount; plus \$50,000.00.

(ii) “**Consumer Price Index**,” as used herein, shall mean the “Consumer Price Index for All Urban Consumers, U.S. City Average, All Items” issued by the Bureau of Labor Statistics of the U.S. Department of Labor, as such index may be adjusted or modified from time to time, consistently applied. If the Consumer Price Index is discontinued, then the consumer price index published by the U.S. Department of Commerce shall be used, and if the U.S. Department of Commerce consumer price index is discontinued, County shall select a comparable substitute in good faith.

Section 5. Additional Terms. Additional terms of this Agreement are included in the document entitled “Specifications for Emergency Medical Services Agreement” (attached hereto as Exhibit “A” and hereinafter called “**Specifications**”), which is expressly incorporated into the provisions of this Agreement. Contractor agrees to provide, at a minimum, the level of services set out and required by the County as a part of said Specifications.

Section 6. Insurance. Contractor agrees to provide insurance coverage as provided by the Specifications and for all ambulance vehicles maintained and run in Carroll County, Georgia. A copy of the insurance policy in effect will be furnished to the County, and the issuing agency shall be directed to notify the County of any change in coverage.

Section 7. Indemnification. Contractor shall fully indemnify, hold harmless, and defend the County from and against any damage, loss or injury, including death, of any kind or nature whatever to person or property, including employees of the County, employees of other

local governments lying within the unincorporated boundaries of Carroll County, and property of the County, caused by or resulting from any error, or omission of the Contractor, or the negligent act of the Contractor or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. The Contractor shall defend, indemnify, and hold harmless the County and all of its officers, agents, servants, or employees from and against any and all claims, losses, damages, charges, or expenses to which the County or any of its officers, agents, servants, or employees may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether claims or actions challenge, in whole or in part, the provisions of this Agreement, or whether such claims or actions are rightfully or wrongfully brought or filed.

Section 8. Assignment. The Contractor shall not assign any interest under the Agreement or moneys due therefrom without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this Agreement.

Section 9. Transfer to Successor in Interest. Contractor shall not transfer this Agreement without the prior written consent of the County.

Section 10. Remedies. In the event that a penalty is assessed against Contractor in accordance with Section 18 of the Specifications, the Chairman of the Board of Commissioners shall have the authority to deduct an amount equal to the penalty from as many monthly installments owed to Contractor pursuant to Section 4 of this Agreement as is necessary to pay off the penalty in full.

Section 11. Modifications. This Agreement, including the Specifications, contains the entire agreement between the Parties and all oral agreements or understandings are incorporated herein. This Agreement shall not be altered, changed or amended except in writing signed by all parties hereto.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 13. Governing Law, Venue. This Agreement and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. All claims, disputes and other matters arising out of or related to this Agreement shall be subject to the exclusive jurisdiction and venue of the Carroll County courts located in Carroll County, Georgia.

Section 14. Severability. Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below:

(a) To County:

Carroll County Board of Commissioners
Attn: Chairman
Historic Court House
323 Newnan Street, Room 200
Carrollton, Georgia 30117

(b) To Contractor

Steve R. Adams, President
West Georgia Ambulance, Inc.
1952 N. Highway 27
Carrollton, Georgia 30117

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their seals in triplicate, each of which shall be considered an original, on the ___ day of _____, 2022.

BOARD OF COMMISSIONERS
OF CARROLL COUNTY, GEORGIA

BY: _____
Michelle Morgan, Chairman

ATTEST: _____
Clerk

(COUNTY SEAL)

WEST GEORGIA AMBULANCE, INC.

BY: _____
Steve R. Adams, President

ATTEST: _____
Name:
Title:

(CORPORATE SEAL)

EXHIBIT "A"

SPECIFICATIONS FOR CARROLL COUNTY EMERGENCY MEDICAL SERVICES AGREEMENT

Section 1. Definitions. Except as specifically defined herein, all words used in this Specification shall have their customary dictionary definitions.

Advanced Life Support (ALS) for ambulance services includes the services of Basic Life Support (BLS) and advanced emergency care (ALS) as defined by the Georgia EMS Rules and Regulations (Chapter 290-5-30).

Ambulance means any vehicle which is equipped to transport patients, in a reclining position, to or from health care facilities. All such services are to be provided at the ALS level.

Base Station Physician means a physician authorized to practice under state guidelines, knowledgeable in the medical protocols, radio procedures and general operating policies of the EMS system, and a person from whom EMS personnel may take medical direction by radio or other remote communication device.

Breach means noncompliance with any term or provision within this agreement, which does not result in a material breach. A breach is further defined as that activity that falls below any minimum standard, service, performance requirement, responsibility, rule or condition that is provided for in this agreement.

Contractor means that organization selected pursuant to this Request for Proposal.

Communications Center means the single 9-1-1 Public Safety Answering Point (PSAP) facility that notifies First Responders and dispatches ambulances operating in the Service Area.

County means Carroll County, Georgia, which contains approximately 502 square miles and encompasses the cities of Bremen, Bowdon, Carrollton, Mt. Zion, Roopville, Temple, Villa Rica, and Whitesburg. All areas of the County are considered part of this procurement, but shall not include the portion of the cities of Bremen, Temple and Villa Rica that are not located within the limits of Carroll County.

Emergency means a request for ambulance services for non-convalescent requests for medical assistance that may include life-threatening conditions, limb-threatening conditions, or those conditions within the standard procedure as promulgated by the Medical Director.

E-911 means the Carroll County Emergency '911' system that facilitates the placing of calls by persons in need of emergency services to the Contractor.

EMS means Emergency Medical Service that provides emergency ambulance services.

EMS System means the comprehensive coordinated arrangement of resources and functions to respond to medical emergencies and provide emergency ambulance service.

First Responder means the services providing initial response to serious medical emergencies by utilizing a rapid response unit, staffed and equipped to perform emergency medical procedures.

Material Breach will include, but not be limited to, the occurrence of any one (which by itself may be deemed to be a breach of the Emergency Medical Services Agreement between the parties [the “Agreement”] by the Contractor) of the following events:

(a) The credentials/proposal, Proposer’s price sheet or other information which the Contractor provides to the County pursuant to the procurement process contains any untrue statement of a material fact or omits to state a material fact necessary to make statements therein not misleading in the light of circumstances under which it was make.

(b) The Contractor fails to comply with required payment of Performance Penalties within ten (10) calendar days after written notice given to Contractor by the County of the imposition of such penalties.

(c) The Contractor fails to maintain in full force and effect the insurance coverage required in the Agreement.

(d) The Contractor fails to maintain in full force and effect the performance security requirements as specified herein.

(e) The Contractor makes an assignment for the benefit of creditors or files for bankruptcy or fails to have dismissed within 30 days a petition for involuntary bankruptcy.

(f) There is the attachment, lien, encumbrance, execution or other judicial seizure of all or substantially all of the Contractor’s assets (or any other right or interest of Contractor in property) used to carry out its obligations under the Agreement, if such attachment, lien, levy, encumbrance, execution or other seizure remains un-dismissed, undischarged, or not released for a period of thirty (30) business days after the attachment, lien, levy, encumbrance or other seizure thereof.

(g) The Contractor fails to meet the Response Time Requirements for three (3) non-consecutive months of any contract year.

(h) Representatives, agents, or personnel falsify or omit pertinent data from reports.

(i) The Contractor fails to maintain the equipment on all ALS Units in a safe and workable condition, including the GPS tracking devices enabling the E-911 Department to track all ALS Units at all times.

Maximum Average User Fee shall include all actual (gross) charges for ambulance services including base rates, mileage and ancillary charges. It is required that all patients, including beneficiaries of Medicare and Medicaid, patients covered by insurance and patients who have no insurance benefits will be charged equal amounts for equivalent services. Should the Contractor institute a subscription program, all members will be “charged” at the retail rate, regardless of the amounts collected or collectable. Fees collected from managed care organizations utilizing an at risk or capital fee structure shall not be considered when calculating the Maximum Average User Fee.

Medical Director means the licensed physician (or his/her designee) who has the responsibilities of Medical Director in accordance with state requirements.

Medical Protocol means a written statement of standard procedure, promulgated by the Medical Director as the medical appropriate standard of out-of hospital care for a given clinical condition.

Medical Priority Dispatch System (MPDS) means that system to prioritize incoming medical calls and is approved by the Medical Director.

Mutual Aid Agreement means a written agreement between providers of emergency medical services where the parties agree to provide assistance to one another.

Patient means an individual who is either ill, sick, injured, wounded, helpless, or otherwise incapacitated, and who is in need of, or is at risk of needing medical care or assessment during transportation to or from a health care facility, and who is reclining or should be transported in a reclining position.

Public Safety Officers means any on duty, career or volunteer employee, of the Bowdon Police Department, Carroll County Animal Control, Carroll County E-911, Carroll County Fire Rescue, Carroll County Emergency Management Agency, Carroll County Prison, Carroll County Sheriff's Office, Carrollton Fire Department, Carrollton Police Department, Mt. Zion Police Department, Temple Police Department, Villa Rica Police Department, and Whitesburg Police Department,

Reasonable Distance means that distance within the geographic boundaries of Carroll County that the Contractor may transport the emergency patient(s).

Response Time means the actual time between Contractor's receipt of a dispatch from the Communications Center that an ambulance is needed, and the actual arrival of an ALS Ambulance to that location. The County is responsible for collecting and maintaining all data necessary to calculate Response Time, which shall be submitted to the Contractor for verification of the accuracy of the data and related calculations.

Response Time Standards means a monthly average of eight minutes 59 seconds, or less response time on all emergency calls.

Service Area means that area which is contained within the boundaries of the County.

State means the boundaries of the state of Georgia.

Subsidy means those funds provided by the Carroll County Board of Commissioners to fulfill its obligation to provide care for the population of Carroll County.

Section 2. Scope of Services. The Contractor shall furnish emergency ambulance service for the entire population of the County. All Contractor ambulance services shall be provided at the Advanced Life Support level. The Contractor shall manage all day-to-day operations, field operations, billing, collections, purchasing and other operational functions. The Contractor shall negotiate all mutual aid agreements with notification to E-911, maintain all facilities, hire/fire personnel, provide or arrange for in-service training of all field personnel and all first responders, propose and provide justification for rate changes, provide monthly reports to the County, cooperate with and respond to matters related to patient care and generally manage all aspects of the ambulance system's operations. It is the responsibility of the Contractor to manage the actual delivery of ambulance system's operations. It is the responsibility of the Contractor to manage the actual delivery of ambulance services. Clinical and response time performance must be consistent with standards established by the Regional EMS Council and State of Georgia.

Section 3. Insurance Requirement. Contractor shall procure, pay for and maintain the minimum insurance coverage limits as provided herein. Insurance shall be evidenced by delivery of Certificates of Insurance executed by a suitable financially stable insurance carrier that is licensed or permitted in Georgia to underwrite insurance, listing coverage and limits, expiration dates and terms of policies. Insurance requirements shall remain in effect throughout the term covered in the Agreement and any extensions.

(a) Commercial General Liability Insurance. This shall include, but not be limited to, contractual, independent contractor, premises, operations, products, completed operations and personal injury with limits of not less than \$1,000,000 per occurrence, combine single limit bodily injury (including death) and property; and \$2,000,000 annual aggregate. Coverage shall be on “an occurrence basis”, and the policy shall include broad property damage coverage.

(b) Professional Medical Malpractice Insurance (Ambulance Attendants Malpractice). This shall include errors and omissions with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

(c) Workers Compensation. This shall include coverage to statutory limits as required by law; employers liability insurance of not less than \$500,000 bodily injury by incident; \$500,000 bodily injury by disease for each employee.

(d) Comprehensive Automobile Liability. This shall include coverage for all vehicles used under the Agreement for owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury (including death), and property damage. Contractor shall provide the primary coverage regardless of actual vehicle ownership.

(e) Personal injury protection (PIP) or medical payment coverage as required by law.

(f) Uninsured and under insured motorist shall be provided as required by law.

(g) “Umbrella” coverage in the amount of at least \$3,000,000 shall be provided as additional coverage to all underlying liability policies. This policy may be written as a “Form Following Excess” policy.

Section 4. Emergency Response Time Requirements. The County has designated priorities with which the Contractor must comply by meeting specified Emergency Response Times. The designation of a Request For Service as Life Threatening Emergency is

accomplished by presumptive prioritization by the 9-1-1 Communications Officer (dispatcher) in accordance with the then current Medical Priority Dispatch System (MPDS) protocols.

Emergency Response Time requirement is measured from Contractor's receipt of dispatch from Carroll County E-911 to the actual arrival of an ALS Ambulance at the location. The average response time for all emergency calls (as determined by Contractor's Medical Director) in each monthly period shall be equal or less than the following:

8 minutes 59 seconds

Section 5. Minimum Number of Assigned Emergency ALS Units. The Contractor will be required to provide a minimum of **six (6) ALS units** to be used exclusively for emergency services 24-hours, seven (7) days per week.

Section 6. Mutual Aid Plan. The Contractor shall provide the County a written plan approved by the E-911 Director for the initialization of mutual aid in those instances deemed necessary by Carroll County E-911 within 30 days of effective date of the contract. This plan shall include a provision that the Contractor must provide an emergency ALS unit available for call response within 60 seconds of notification, or the E-911 Center shall be authorized to initiate mutual aid response and/or zone coverage from the appropriate mutual aid services.

Section 7. Additional Responsibilities of Contractor.

- (a) Reserved
- (b) Promote mutually good working relationships with E-911, law enforcement agencies, fire departments, Emergency Management Agency and First Responders;
- (c) Provide the public with information concerning EMS services;
- (d) Conduct all billing and collection activities and procedures; however, Contractor shall not delay or deny any treatment or transport due to patients' ability to pay;

- (e) Provide training as to equipment in use by Contractor to First Responder personnel;
- (f) Participate in all EMA and local hospital disaster exercises to the extent possible without depleting resources required to satisfy the other requirements of the Agreement and these Specifications.

Section 8. Transportation.

- (a) Transportation of Public Safety Officers. Contractor shall transport on duty public safety officers whenever an ambulance is reasonably necessary for such trips within Carroll County. The appropriate government entity will pay only that amount of worker's compensation or appropriate insurance benefits for such transport.
- (b) Transportation of Prisoners. Contractor shall transport prisoners held at the Carroll County jail, Carroll County Prison, or any municipal holding facility within the boundaries of Carroll County whenever an ambulance is reasonably necessary for such trips within Carroll County.
- (c) Reserved.
- (d) Transportation of Demised Persons. Contractor shall transport demised persons at no cost upon the request of the Carroll County Coroner's Office, Carroll County Medical Examiner or a representative of that office to local hospitals, funeral homes, or morgues for identification and/or examination. Contractor shall perform this service until such time as the County budgets and provides adequate funds for said service to be performed by the Carroll County Coroner's Office.

Section 9. Special Events Stand-By Coverage. Upon request by County, the Contractor shall provide dedicated ALS units for stand-by coverage of Carroll County Fire

Rescue and Carrollton Fire Department working fires and training activities to the extent possible without depleting resources required to satisfy the other requirements of the Agreement and these Specifications.

Section 10. Compliance with Applicable Laws, Rules, and Regulations Required.

(a) All services furnished by the Contractor shall be rendered in full compliance with all applicable federal, state and local laws, rules, and regulations. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under the Agreement, and to maintain compliance at all times.

(b) The Contractor shall be in good standing with the Georgia Department of Community Health, Medicaid, and Medicare.

(c) The Contractor shall hold an appropriate state ambulance license and state and local vehicle permits. The Contractor shall show proof of licenses or permits upon demand. The Contractor shall show proof of its employee's state and local certifications, if applicable, upon demand.

Section 11. First Responder Supply & Equipment Reimbursement. The Contractor shall replace all supplies used by Carroll County Fire Rescue and Carrollton Fire Department in response to medical calls as the County's authorized First Responder agencies. These supplies shall include all medical supplies used to stabilize or treat patients. The Contractor shall also swap equipment with the aforementioned services used to treat or stabilize patients such as spinal immobilization equipment, splints etc. The Contractor shall furnish oxygen refills for use by the First Responder agencies.

Section 12. Reserved.

Section 13. Employees of Contractor.

(a) Professional Skills and Training of Contractor's Personnel. Contractor shall provide continuing education and in-service training to assure that all employees maintain compliance with all state EMS training and recertification requirements.

(b) Rights and Responsibilities of Field Personnel. Professional field ambulance personnel shall have a direct linkage to those physicians who are empowered to oversee clinical policy and procedure. This direct linkage and personnel responsibility applies to compliance of vehicles, on board equipment, collection and recording of primary data. Personnel are prohibited from operating equipment that is substantially out of compliance with system standards, as provided through regional EMS council, personnel are prohibited from falsifying or omitting data from reports.

(c) Character and Competence of Employees. All persons employed by the Contractor in the performance of work under this Agreement shall be competent and hold and maintain appropriate permits or certification for their professions.

(d) Professional Conduct and Dress. The Contractor's employees and agents will provide courteous and professional conduct and appearance at all times. The ambulance service personnel shall have an adopted uniform to be worn when on duty with identifiable insignia indicating their level of certification as assigned by the State of Georgia. Uniform styles shall be determined by the Contractor. All field personnel must undergo physical agility testing to demonstrate the ability to lift 100 pounds and appropriate tests to determine the presence of illegal drug use upon the commencement of employment and at such times thereafter as Contractor and County may mutually determine. Additionally, Contractor will conduct random drug testing of its field personnel. The requirements under OSHA regulations are the responsibility of the Contractor.

Section 14. Vehicle and Equipment Standards.

(a) Ambulances furnished under the Agreement shall meet or exceed vehicle specifications as specified in the document entitled “Federal Specification Ambulance Emergency Medical Care Vehicle” as published by the General Service Administration, DOT Federal Specification KKK 1822 in effect at the time of manufacture.

(b) Each ambulance shall be equipped with all required equipment and supplies for operations as required by State and Local regulations and approved Medical Protocols. The specific intent of this provision is to ensure that the Contractor have adequate equipment to service the County.

(c) The Contractor shall comply with or exceed the maintenance standards as outlined in Section 203 of the Standards Accreditation of Ambulance Services as published by the most recent edition of the Commission on the Accreditation of Ambulance Services. All costs of maintenance and repairs, including parts, supplies, labor, subcontracted services and costs of extended warranties shall be at the Contractor’s expense.

(d) The Contractor shall establish policies and procedures to ensure that all ambulances are maintained in a reasonably clean manner both interior and exterior at all times.

(e) Contractor shall ensure that GPS locators of its ambulances are provided to E-911 and maintained so that E-911 is able to track all ALS Units at all times.

Section 15. Communications.

(a) Each ambulance shall be equipped with a mobile radio with radio frequency approved by the E-911 Director that can communicate with Carroll County E-911, and all other public safety agencies within the boundaries of Carroll County. Each ambulance crew shall have a portable radio and/or pager which can be accessed by Carroll County E-911. Carroll County

E-911 will dispatch the designated zone ambulance. Should the zone ambulance be unavailable, Contractor shall be responsible for providing information to E-911 for the repositioning of the remaining available ambulances to provide optimal response times.

(b) Carroll County shall provide the Contractor with twenty four (24) hour per day emergency dispatch along with time and voice recordings (maintained for 30 days only). Carroll County will furnish to the Contractor that information and or documentation without charge.

(c) The Contractor shall maintain a radio frequency license with the appropriate authorities that are compatible with Carroll County E-911.

(d) Any expense incurred to maintain the communications link between the Contractor and E-911 shall be the responsibility of the Contractor.

(e) The Contractor shall furnish and ensure the continuous reliable availability of a Medical Director and On-Line Medical Control with the Emergency Room concerned with the call.

(f) Any equipment installed at the Carroll Co. E-911 Center on the effective date of the Agreement is deemed to be the property of the Carroll County E-911 Center.

(g) Any changes to the current radio systems, equipment or frequencies will require the mutual agreement of the parties.

Section 16. Data Collection and Reporting Required. Contractor's data collection and reporting systems shall meet the following minimum standards, excepting that information that is privileged or confidential by law, which reports shall be furnished to the County upon request. Contractor shall maintain complete records and, as requested by County's authorized representative, provide copies or records, including:

(a) Each request for service.

- (b) Equipment failure reports.
- (c) Vehicle maintenance records.
- (d) Deployment planning reports.
- (e) Continuing education and certification records documenting training compliance.
- (f) Summary of clinical/service inquiries and resolutions.
- (g) Verification of Drug Free Workplace policy.

Section 17. Outside Work – Contractor shall not be prohibited from doing other work provided the services do not detract from Contractor’s responsibilities to the County under the Agreement.

Section 18. Performance Fees. In addition to all other remedies, for each month that the Contractor fails to meet the prescribed monthly Response Time Standards for Emergency responses, the Carroll County E-911 User Board shall investigate the cause of the failure and after a confirmation of a failure may make a recommendation to the Carroll County Board of Commissioners for action. The Carroll County Board of Commissioners may set fees according to the recommended range listed below, for not meeting the prescribed Response Time Requirement.

1 st Offense	\$1,000.00
2 nd Offense	\$5,000.00
3 rd Offense	\$10,000.00
4 th Offense	Amount up to one month’s subsidy and/or termination

The parties agree that the damages to the County by such failure by Contractor to meet the prescribed monthly Response Time Standards are difficult or impossible to estimate accurately, that the above fees are a reasonable pre-estimate of the damages suffered by the County and are not considered a penalty. In the event this Agreement is renewed for a fiscal year, and

beginning July 1st of the successive fiscal year, the number of offenses shall not carry over to any successive fiscal year, and shall restart anew.

Section 19. Disaster Response. During a declared disaster, as determined by an agency of government or the Contractor, either locally or in neighboring jurisdiction, the normal course of business under the Agreement shall be interrupted from the moment the disaster situation is made known to the Contractor. Immediately upon such notification, the Contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred. The disaster related provisions of the Agreement are as follows:

(a) The Contractor shall follow the guidelines established for EMS in the County's Emergency Operations Plan.

(b) During such periods, the Contractor shall be released from Response Time Standards, including penalties, until notified by the County's authorized representative that disaster assistance may be terminated.

(c) When disaster assistance by the Contractor has been terminated, the Contractor shall resume normal operations under the Agreement as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.

(d) During the course of the disaster, the Contractor shall use best efforts to provide local ambulance coverage and, if appropriate and in consultation with the County, suspend scheduled and if necessary, urgent responses, informing persons requesting such service of the reason for the temporary suspension.

(e) At the conclusion of such disaster assistance during declared disasters, the Contractor shall determine its direct marginal costs incurred during the disaster which were not

reimbursed under its normal compensation mechanisms and shall present such cost statement to the County for review and, if appropriate, reimbursement.

Section 20. Good Faith. Contractor shall not reduce services to increase profits.

Section 21. Miscellaneous Provisions.

(a) Audits and Inspections. Subject to the provision of proper notice, at any time during normal business hours, and as often as necessary, officers, representatives or agent of Carroll County, to include the EMS Review Committee, may conduct an audit, and the Contractor shall make available to the County documents and information with respect to matters covered by the Agreement. The County shall provide at least seventy-two (72) hours notice to the Contractor of its intention to conduct an audit under this paragraph, which notice shall be in writing to an authorized representative designated by Contractor. Contractor shall upon request provide a certification to the EMS Review Committee that all emergency vehicles were operational at all times during the preceding year. The certification shall also state whether the Contractor's emergency vehicles were compliant with the terms of the Agreement and the Specifications. If certain emergency vehicles were not operational at all times, Contractor shall, as an exception to the certification requirement, identify the emergency vehicle(s) that was not operational and the approximate day and times that the vehicle(s) was not operational.

(b) Right and Remedies Not Waived. Payment under this Agreement shall not be a waiver by the County of any claims for breach or default.

Section 22. Provisions Governing Breach of Agreement. The County, in its sole discretion, shall determine, after consideration of any special conditions, whether a breach or material breach of this Agreement has occurred.

(a) In the event the County determines that a material breach has occurred, and after the Contractor has been given notice, the County may exercise any of the remedies provided to it in the Agreement or by law including, but not limited to the right to terminate this Agreement.

(b) In the event the County determines that a breach has occurred, and if said breach is curable, the Contractor shall be given notice to correct the breach within 10 days. If Contractor fails after being given such notice, the County may exercise any of the remedies provided to it in the Agreement or by law, including but not limited to, the right to terminate the Agreement.

(c) In the event any portion of these Specifications conflict with O.C.G.A. §§ 31-11-1, et. seq., as amended, Georgia Department of Human Resources Regulations Chapter 290-5-30 et. seq., or other minimum standards as required for emergency ambulance and medical services of the State of Georgia, and any of the rules and regulations as promulgated by the Department of Human Resources, said minimum standards of laws, rules and regulations of the State of Georgia shall control, and the Contractor agrees to meet at all times the minimum standards required by law.

(d) The County shall have the sole option of terminating this Agreement upon ten (10) days written notice to the Contractor in the event that District Four Health Services, a division of Georgia Department of Human Resources, suspends or revokes the Contractor's zone privileges and awards the zoning assignment for Carroll County to another provider who is not named as Contractor in this agreement.

(The immediately following page is the signature page.)

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have hereunto set their seals in triplicate, each of which shall be considered an original, on the ____ day of _____, 2022.

BOARD OF COMMISSIONERS
OF CARROLL COUNTY, GEORGIA

BY: _____
Michelle Morgan, Chairman

ATTEST: _____
Clerk

(COUNTY SEAL)

(The immediately following page is the signature page.)

WEST GEORGIA AMBULANCE, INC.

BY: _____
Steve R. Adams, President

ATTEST: _____
Name:
Title:

(CORPORATE SEAL)