



MEMORANDUM

To: Parties Interested in RFQ/P2026-11
From: Cindy Clack, Purchasing Manager
Date: January 7, 2026
Re: RFQ/P2026-11 Emergency Medical Services (EMS) Provider

RFQ/P2026-11 is attached for your consideration. Anyone accessing this Request for Qualifications/Proposal from the Barrow County website, www.barrowga.org, is responsible to ensure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. ***This site should be visited frequently to ensure an awareness of any updates.***

Please ensure proposals are submitted exactly as specified in the RFQ/P. If you have any questions, please submit them in writing as called for in the RFQ/P.

Thank you.



REQUEST FOR QUALIFICATIONS/PROPOSAL RFQ/P2026-11

EMERGENCY MEDICAL SERVICES (EMS) PROVIDER

Issue Date: January 7, 2026

Pre-Proposal *MANDATORY* Conference: February 5, 2026 at 10:00a.m. (local time)

Questions Submittal Deadline: February 6, 2026 at 5:00p.m. (local time)

Proposal Submission Deadline: February 19, 2026 at 2:00p.m. (local time)

Proposal Opening: February 19, 2026 at 2:00p.m. (local time)

Selection Notices: End February / Early March

Start Date: July 01, 2026

Responses must be submitted to:

Barrow County Board of County Commissioners
Historic Courthouse
ATTN: Abril Olivas, County Clerk
30 North Broad Street
Winder, GA 30680

All questions must be submitted via email to:

Cindy Clack. Purchasing Manager
30 N. Broad St.
Winder, GA 30680
Email: cclack@barrowga.org

OBJECTIVE:

The Barrow County Board of Commissioners (herein referenced as "The County") is seeking the services of a Firm to provide Emergency Medical Services for the sick and injured citizens and visitors within the geographical boundaries of Barrow County. The County aims to manage tax funds efficiently and responsibly while maintaining the highest pre-hospital health care services for Barrow County residents and visitors. Accordingly, the County is seeking a qualified vendor ("The Firm") to supply transport-capable medical units, including vehicles, equipment, supplies, and staff.

SUBMITTAL COSTS & CONFIDENTIALITY:

All costs for preparing and submitting responses are the responsibility of The Firm; the County will not reimburse these expenses. Submissions become County property upon receipt. Marking information as "proprietary" or "confidential" does not prevent public disclosure. Proposal details remain confidential until the final award, as permitted by the Open Records Act.

AWARD & CONDITIONS:

This request does not constitute an offer to contract or a solicitation for bids. Neither this request nor any proposal submitted in response, irrespective of its merit, creates any binding obligation on the County, nor does it commit the County to procure or contract for any services. No party, including the County or any respondent, will be bound until a written agreement, mutually accepted and executed by both parties, establishing terms and conditions that have been negotiated between them. The County reserves the right to waive non-compliance with any requirements stated in this Request for Qualifications/Proposal and may reject any or all proposals received. Upon evaluation of responses, the County will determine, at its sole discretion, which party or proposal best serves its interests based on the criteria provided herein. The County intends to negotiate with such party or parties to ascertain the possibility of reaching a mutually acceptable contract and may incorporate ideas presented in any proposal during these negotiations.

SUBMITTALS AND QUALIFICATIONS:

A committee comprising key project stakeholders will evaluate submittals and firms' qualifications. Utilizing the established rating criteria specified in the RFQ/P, the committee will provide a composite score for each submitted statement of qualifications and proposal. By participating in this solicitation, proposers acknowledge and accept that the selection process inherently involves some level of subjectivity by committee members when identifying the firm(s) best positioned to deliver an optimal solution.

INQUIRIES:

Proposing firms, or their representatives or agents, **shall not** contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFQ/P, proposal evaluation, or selection process from the time the RFQ/P is issued until the time a notification of intent to award is announced. **Questions relating to this RFP must be submitted in writing to: Cindy Clack, Purchasing Manager (email: cclack@barrowga.org). Deadline for questions is Friday, February 6, 2026, at 5:00 PM “Local Time”.** All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

SEALED PROPOSALS:

Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with **“RFQ/P2026-11 Emergency Medical Services (EMS) Provider”**. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and plainly marked with **“RFQ/P2026-11 Emergency Medical Services (EMS) Provider”**. The County will not be responsible for late mail deliveries and **no proposal will be accepted if received after the time stipulated by this RFP.** No proposal may be withdrawn or modified in any way after the deadline for RFQ/P opening. **FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.**

COST PROPOSALS:

MUST BE RETURNED WITH SEALED PROPOSALS (within the same package)

One (1) original (un-bound) and four (4) copies (plus a flash drive) shall be submitted in a **separate sealed envelope** before the required deadline. The offeror’s cost proposal shall be signed by an authorized agent of the company and sealed in a separate envelope within the package.

MANDATORY PRE-PROPOSAL SUBMITTAL CONFERENCE:

Barrow County Fire Department will offer an on-site **MANDATORY** pre-submittal conference which will be held at the **Barrow County Fire Headquarters, Station 6 (Training Room), 222 Pleasant Hill Church Road NE, Winder, GA 30680** on **Thursday, February 5, 2025 at 10:00 a.m.** Proposers **must** attend to be eligible to submit a Response.

COPIES REQUIRED & DEADLINE FOR RECEIPT OF PROPOSALS:

One original (un-bound) and four (4) copies of each submittal (plus a flash drive) should be provided to the County. **Proposals must be received at the County Clerk's Office at the Barrow County Historic Courthouse prior to 2:00 PM, (local time), February 19, 2026. Emailed responses to requests for proposals are not acceptable.**

**Important to remember when submitting digital files:*

1. Mark all Flash Drives with Offeror's name and RFQ/P number and title.
2. All digital files must be in Portable Document Format (PDF).
3. Use caution in creating the electronic files. If the County is unable to open files due to data-corruption, password or encryption error, etc., the Offeror's proposal may be considered incomplete.
4. **NOTE:** All digital copies must include exactly the same information as provided in the hard copy "Original".

SERVICES AGREEMENT:

All submitted proposals are to include an **executed** Services Agreement (the "Agreement") included in this package to indicate a willingness to comply with all terms of the Agreement. Upon award of the Project to the winning vendor, the County will execute the Agreement. Please be advised that the proposing vendor's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. ***(Exhibits C and signature page must be executed. Please leave the date of the agreement blank on first page).***

DOCUMENTS: The following are included in this "Request for Qualifications/Proposal (RFQ/P)":

- Memo (1 Page)
- Request For Qualifications/Proposal *including cover* (16 Pages)
- Evaluation Rubric *for reference only* (9 Pages)
- Agreement (29 Pages)
- Ethics Ordinance (30 Pages)

Total Pages: 85

QUALIFICATIONS & EXPERIENCE:

- 1. Established Operations:** The Firm must have been actively engaged in providing 911 Emergency Medical Services (EMS) transport for a minimum of five (5) consecutive years. Documentation verifying this experience shall be included.
- 2. Corporate and Management Profile:** The Firm shall provide an overview of its organizational structure, ownership, and management team, identifying key personnel responsible for operations, quality assurance, and compliance. Include resumes or bios of personnel (e.g., Medical Director, Operations Chief, etc.).
- 3. Regulatory Compliance:** The Firm must hold all licenses, permits, and certifications required by the Georgia Department of Public Health, Office of EMS and Trauma, and must demonstrate a history of compliance with all applicable O.C.G.A. §31-11 and Chapter 511-9-2 rules. Provide copies of current licenses and any disciplinary history (if applicable).
- 4. State Approval and Accreditation:** The Firm shall provide proof of current state approval as a 911 EMS provider, as well as any national accreditation (e.g., CAAS, Commission on Accreditation of Ambulance Services, or equivalent).
- 5. Personnel Qualifications:** The Firm shall demonstrate that its EMS personnel are properly licensed and credentialed in the State of Georgia, and provide documentation of training programs, continuing education, and medical direction oversight.
- 6. Data and Performance Reporting:** Provide documented performance data from existing or recent 911 EMS operations, including:
 - Response times by call priority
 - Unit hour utilization
 - Clinical outcome indicators (e.g., cardiac arrest survival, pain management compliance)
 - QA/QI processes and performance improvement initiatives
- 7. Vehicle and Equipment Standards:** Provide documentation showing that all ambulances meet current Federal GSA or NFPA 1917 standards, as well as Georgia DPH Type I/II specifications. Include a fleet list with year, make, model, mileage, and equipment complement.
- 8. Insurance Requirements:** The Firm shall maintain and provide proof of adequate insurance coverage, including:
 - General and Professional Liability
 - Automobile Liability
 - Workers' Compensation
 - Medical Malpractice

- Barrow County listed as Additional Insured

9. Quality Assurance and Clinical Oversight: The Firm shall demonstrate an active Quality Assurance/Quality Improvement (QA/QI) program, including data review, case auditing, and peer review processes. Provide sample policies or summaries of how the QA/QI process functions within your organization.

10. Mutual Aid and Interagency Coordination: The Firm shall demonstrate participation in mutual aid agreements and the ability to coordinate effectively with Fire/EMS agencies, law enforcement, and 911 Communications Centers. Include documentation or letters of understanding, if applicable.

11. Financial Stability: The Firm shall submit audited financial statements (or independently reviewed financials) for the most recent three fiscal years, demonstrating financial solvency and the ability to sustain operations under a multi-year government contract.

12. References and Contract History: Provide a list of at least two (2) current or recent governmental clients for whom the Firm has provided 911 EMS services, including:

- Contact name and title
- Agency name
- Contract term and scope of service
- Contact information

13. Litigation or Default History: Disclose any pending litigation, bankruptcy filings, contract terminations, or defaults within the past five (5) years. Include a description of resolution or corrective actions taken.

14. Technology and Communications Integration: Demonstrate the Firm's capability to interface with county dispatch and CAD systems, utilize electronic patient care reporting (ePCR), and maintain HIPAA-compliant data management practices.

15. Statement of Understanding and Capacity: The Firm shall include a written statement confirming its understanding of the scope and requirements of providing 911 EMS transport for Barrow County and affirming its current capacity and readiness to assume such operations.

BACKGROUND:

Barrow County is located northeast of Atlanta, bordering Gwinnett, Hall, Jackson, Oconee, and Walton counties. Barrow County has an estimated population of 99,892 citizens [Census.gov population estimate 2025]. Barrow County has a response area of approximately 160 square miles consisting of the following municipalities: City of Winder, City of Auburn, City of Statham, Town of Bethlehem, Town of Carl, and Town of Braselton.

The County currently is the license holder and EMS provider for the above-mentioned response area. The County has established 29 Emergency Response Sub Zones (ERZ) in its standards of coverage. The County has set the minimum standard of care as one (1) EMT-I or greater and one (1) Paramedic for each ALS ambulance. Each Barrow County fire station houses a licensed Medical Fire Response Vehicle in the form of an Engine, Squad, or Quint.

CURRENT DEPLOYMENT LOCATIONS:

- **Station 1 - 1625 Bethlehem Rd, Statham, Georgia 30666**
 - Medical Unit 1
 - Primary Emergency Response Sub Zones - 136; 163
 - ERZ 136 & 163 accounted for 1,594 responses in 2024
- **Station 3 - 85 Manning Gin Rd, Bethlehem, Georgia 30620**
 - Medical Unit 3
 - Primary Emergency Response Sub Zones - 316; 371; 2316
 - ERZ 316, 371 & 2316 accounted for 2,308 responses in 2024
- **Station 4 - 1335 Fourth Ave, Auburn, Georgia 30011**
 - Medical Unit 4
 - Primary Emergency Response Sub Zones - 457; 475
 - ERZ 457 & 475 accounted for 2,025 responses in 2024
- **Station 5 - 1296 Highway 211 NW, Winder, Georgia 30680**
 - Medical Unit 5
 - Primary Emergency Response Sub Zones - 546; 546H; 564; 574; 2564
 - ERZ 546, 546H, 564, 574 & 2564 accounted for 1,681 responses in 2024
- **Station 6 - 222 Pleasant Hill Church Rd NE, Winder, Georgia 30680**
 - Medical Unit 6
 - Primary Emergency Response Sub Zones - 615, 631, 651, 2651, 2631
 - ERZ 615, 631, 651, 2651 & 2631 accounted for 946 responses in 2024
- **Northeast Georgia Barrow Hospital (non-Fire Station)**
 - Medical Unit 9
 - ERZ 956, 961, 963, 965, 2956, 2963, 2965, & 2973
 - Above ERZs accounted for 2,873 responses in 2024

The 2024 data analysis reflects a total EMS call volume of 10,560 responses, resulting in 6,890 patient transports. Based on current data, The County has averaged a 2.8% increase in requests for service over

the last four (4) years. If this trend continues, The County expects to have 11,801 requests for service by the end of 2028.

EMS demonstrated an average response time to all calls of seven minutes and thirty-one seconds (7:31). The breakdown below demonstrates the approximate transport destination by facility:

- Northeast Georgia Barrow - 40%
- Piedmont Athens Regional - 15%
- Northeast Georgia Braselton -30%
- St. Mary's - 3%
- Gwinnett Medical Center, Lawrenceville - 7%
- Northeast Georgia Gainesville - 2%
- Piedmont Walton - 2%
- Metro Atlanta Hospitals - 1 %

SCOPE OF WORK:

1. The contract resulting from this proposal will commence on **July 1, 2026** at 7:00 am and terminate **June 30, 2031** at 7:00 am in accordance with the requirements set forth in O.C.G.A. § 36-60.13. *The contract is awarded for an initial term of one (1) year with the option to renew four (4) additional one (1) year periods based on satisfactory performance, continued funding, and mutual agreement of both parties.* A new Request for Proposals (RFQ/P) will be issued prior to the conclusion of the fifth year of the contract term.
2. The County is and will continue to be the zone license holder with the State of Georgia Office of EMS & Trauma.
3. The Firm does, however, agree that it is in no way an employee or agent of Barrow County, but is an independent firm. "The Firm" agrees to indemnify and hold harmless Barrow County, The Board of Commissioners, and any staff member and/or any employee of Barrow County, from liability of any occurrence that may arise from the execution of an Agreement and/or the services described herein.
4. The Firm shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of, in whole or in part, this Agreement, or its right, title, or interest therein to any person, firm, or corporation without the written consent of "The County". Subcontracting will not be allowed for services rendered.
5. The Firm shall provide access to their Medical Director with the understanding that said Medical Director will be responsible for providing oversight and direction for the following divisions:

- Barrow County Fire Department (MFR)
- Barrow County EMS
- Barrow County Training Division
- Tactical Emergency Medical Services (TEMS)
- Barrow County 911 Emergency Medical Dispatch (EMD)

6. The Firm agrees to provide a copy of their Medical Protocols to BCFD as it is the intent of BCFD to operate under Providers protocols and Medical Direction.
7. The County will cover the operating cost of each facility to include electricity, water, air conditioning/heat, sewage, garbage disposal, basic cable TV or basic satellite TV capability, telephone, internet, yard maintenance, and any maintenance/upkeep to existing appliances, HVAC units, and all building and grounds issues." The Firm" will be responsible for payment of utilities or expenses that is related to their prospective services.
8. The Firm will provide the following command staff:
 - One (1) EMS Manager to manage overall operations and to be the point of contact with BCFD's Fire Chief or their designee.
 - One (1) supervisor per shift to manage day-to-day operations and to be the point of contact with BCFD's Captain of EMS Operations or designee. This position shall be available twenty-four (24) hours a day, seven (7) days a week in the coverage area of Barrow County while this agreement is in effect. This paramedic supervisor will man a Quick Response Vehicle (QRV) and will not be included as one of the ALS ambulances provided.
 - The supervisor can and will serve on an ambulance if staffing is required, at that point The Firm's manager shall act as the EMS supervisor and will coordinate with BCFD's on-duty Battalion Chief.
9. All ambulances will be staffed with a minimum of one (1) Georgia Licensed Paramedic and one (1) Georgia Licensed Emergency Medical Technician - Intermediate or higher level of licensure.
10. No ambulance shall be allowed to remain in service that is unsafe or in a mechanically unsound condition. It is the recommendation of Barrow County that no ambulance is to remain in service once it has reached 60 months old or 200,000 miles, whichever first occurs. The Firm will submit quarterly reports of mileage and age of each vehicle providing service in Barrow County. Mileage on each vehicle shall be less than 100,000 miles when placed into service.
11. The Firm shall be solely responsible for all purchases, maintenance, liability and/or repairs of equipment, vehicles, medical supplies, etc.
12. All public access calls (i.e. 911) will be received by the Barrow County Emergency

Communications Center (PSAP) and the ambulances will be dispatched by the County for all emergency services.

- 13.** The County is supportive of the 911 System and realizes the importance of a central, nationally recognized telephone number for emergency public access. The Firm is therefore prohibited from advertising of any private or commercial telephone number to promote private referrals for any emergency call.
- 14.** The Firm shall not engage in non-emergency inter-facility transfers and/or schedule transports (convalescent transportation).
- 15.** The Firm may be called upon to perform "emergency transfers" from the local hospital. It is the policy of BCFD that all "emergency transfers" require approval of the on-duty Battalion Chief prior to being dispatched with the exception of an active STEMI/Stroke. In the event of an active STEMI/Stroke, then Barrow County Dispatch shall dispatch the closest medical unit for immediate response.
- 16.** The primary focus of The County is the provision of Emergency Ambulance Service. The ambulances specified herein are for the exclusive use within the incorporated and unincorporated areas of Barrow County, and may not be utilized for ambulance calls originating outside Barrow County unless requested for mutual aid emergency and catastrophic situations. Responses to adjoining counties on a routine basis because of improper preparedness or improper utilization of resources will not be made by ambulances assigned to Barrow County per this agreement. Any additional ambulances necessary for convalescent transportation will be the responsibility of The Firm.
- 17.** The Firm shall be required to respond in extreme and/or adverse weather conditions, which include, but are not limited to: tropical storms, hurricanes, tornadoes and snow. Heavy rains, icy and/or flooded road conditions, and severe thunderstorms are considered as inclement weather. Response times during such events will not negatively impact the established response time standards. Barrow County may adjust Emergency Operations Center (EOC) response times during extreme and/or adverse weather conditions.
- 18.** The Firm shall immediately contact the Barrow County EMS Officer or his/her designee when there is a response time that exceeds twenty (20) minutes or more. The Firm shall make available the following information: location, unit, event type, and reason associated with the delay in response.
- 19.** The Firm shall immediately contact the Barrow County EMS Officer or his/her designee, of any incidents causing further injuries to a patient as a result of action(s) or inaction(s) of The Firm.
- 20.** Charges for ambulance service are to be inclusive of supplies, equipment, and drugs and not to

exceed per patient transport:

- ALS/Emergency
- BLS/Emergency
- Mileage per Patient loaded miles
 - No other charges for service or usable items are to be made for ambulance trips originating in Barrow County. Charges for service may be made only if the patient is transported to or from a medical facility.

21. The Firm agrees that, as they are a part of BCFD, they will utilize the BCFD Records Management System (BCFD RMS), Image Trend. BCFD Management will provide all credentials necessary to access ImageTrend. All Patient Care Reports will be completed in said system and will be maintained in BCFD's system. All rules and regulations applying to retention schedules shall be followed by BCFD. A designee of management of the successful vendor shall also be provided with credentials to access the BCFD RMS for inspection of their patient care reports.
22. The Firm agrees to not discriminate against any patient on their ability to pay, regardless of the type or lack of insurance coverage.
23. The Firm will be required to provide an ambulance upon request for "standby" when Barrow County has reason to believe the situation warrants an ambulance standby. Standby services include, but are not limited to: structure fires, S.W.A.T. events, County-sponsored events, Barrow County School system events, or other municipal requests. The Firm agrees to provide such stand-by service at activities for Barrow County at no additional cost to the county or agency involved in such activity. Charges may apply to any patient who is transported.
24. The Firm shall provide training to the employees as required by the State of Georgia Office of EMS and Trauma so that all employees will meet State training requirements. The Firm is encouraged to attend BCFD-sponsored medical training.
25. The Firm shall supply all equipment, professional uniforms, supplies, and any other necessary items to perform the duties of Emergency Medical Services within Barrow County.
26. The Firm shall be required to comply with all Emergency Operations and Disaster plans as designated by Barrow County whenever the provisions of such plans are in effect. In addition, The Provider must participate in at least two (2) disaster drills per calendar year as directed by The County's - Emergency Management Division. Emergency Operations and Disaster plan services to include drills and/or exercises will be provided at no additional cost to Barrow County.
27. By awarding this contract, the County neither accepts nor rejects a contractor's assurance of effort

alone. Instead, the County requires verifiable results, with compliance measured strictly against the defined performance standards.

28. The Firm shall provide the following data monthly. (by unit)

- Chute Times
 - Standard of 60 seconds
- Response times per unit
 - The Firms emergency response times shall be measured from the time the ambulance is notified by radio, telephone, data link, or other means that its services are required at a particular location until The Firm's first ambulance arrives at the incident location.
 - A standard has been set that is not to exceed nine (9) minutes (59) seconds in each respective ERZ for a minimum of ninety (90%) percent of the service requests.
- Unit arrival at destination to back in service time
- The following metrics are to be reported monthly (service wide)
 - On Scene Time of 15 min for time sensitive calls and 20 min for all others
 - Number of requests for service
 - Refusal rate
 - Hospital alerts (STEMI, Stroke, Trauma, Cardiac arrest)
 - Use of helicopter services
 - Transport destination for all calls
 - Mutual aid request/response in and out of the county
 - Any significant delay in services
 - Billing and collection rates
 - Summary of patient complaints (situation found).

Failure to report and/or meet the above performance metrics will result in a 4% monthly reduction (post review).

AMBULANCE REQUIREMENTS:

1. The Firm agrees to provide staff, fuel, and maintain all front-line Advanced Life Support (hereafter "ALS") Ambulances and to provide and maintain completely equipped ALS Reserve Ambulances for the provision of Emergency Ambulance Service for Barrow County, Georgia. Each year of the contract, the actual number of required ambulances will be reviewed, with the option to increase or decrease the number of units as determined by call volume and system needs.
2. All ALS ambulances shall include, at a minimum, the equipment required by the Georgia Department of Public Health, EMS and Trauma Office, and Rules and Regulations Chapter 511-9-2. This includes but is not limited to:
 - **Cardiac monitoring and defibrillation equipment** with 12-lead EKG transmission capability, manual defibrillation, and external pacing.
 - **Capnography monitoring** (EtCO₂) for both intubated and non-intubated patients.
 - **Pulse oximetry and carbon monoxide monitoring.**
 - **Automated chest compression device** (e.g., LUCAS or equivalent).
 - **Video laryngoscopy system** with adult and pediatric blades.
 - **Intraosseous infusion devices** for adult and pediatric use.
 - **Mechanical suction devices** (portable and onboard).
 - **Emergency medication inventory** consistent with the full scope of practice for Paramedics in Georgia.
 - **Stretcher and patient movement systems** (power stretchers strongly recommended).
 - **Portable radios** (2 per unit) compatible with Barrow County's 700 MHz P25 digital radio system.
 - **Mobile radio** with remote head installed in the patient care compartment.
 - **Mobile Data Terminal (MDT)** compatible with Tyler/New World Fire Mobile system.
 - **Personal protective equipment (PPE)** including N95 masks, gowns, gloves, eye protection, and high-visibility outerwear.
3. All ALS ambulances shall comply with the most current federal and state design and safety standards for Type I or Type II ambulances, as adopted by the General Services Administration (GSA), NFPA 1917, and the State of Georgia.

TECHNOLOGIES:

1. The County's Emergency Communications Department (E-911) utilizes Tyler/New World as its Computer Aided Dispatch (CAD) software to receive, process, and dispatch appropriate resources to requests for service.
2. E-911 utilizes Tyler/New World Fire Mobile to transmit data to the Mobile Data Terminals, which are currently deployed in each ambulance, which also includes Automatic Vehicle Location Services (AVLS) to track ambulances and for future use with proximity dispatch.
3. Barrow County Fire Department currently utilizes a state-issued Image Trend Elite Records Management System as its repository for all NFIRs/NERIS and patient care reports.
4. E-911 provides and maintains a countywide Public Safety Radio System is a 700 MHz digital P25 system with five (5) tower sites with emergency power back-up. Each ambulance uses two (2) portable APX4000R with one (1) mobile with a remote head in the module.

CONTRACT TERMINATION:

1. The contract period is for one (1) year, commencing on July 1, 2026 with four (4) additional one (1) year period renewals based on satisfactory performance. The Contract may be terminated by either party at any time for any purpose with 90 days written notice. A "material breach" shall be deemed to include any illegal or unethical business transactions, failure to adequately meet, maintain, and comply with obligations, or a material failure of either party to perform any material term, covenant, or agreement that presents a life- threatening event. A material breach of such nature will result in termination of the contract by the non-breaching party.
2. The most critical element of this procurement is that it will result in a performance-based contract. The selected contractor will be held accountable for meeting all clinical response times and performance standards outlined in this agreement.
3. Failure to meet these standards will not be tolerated, as human lives-not merely financial considerations-are at stake. Accordingly, any contractor who fails to perform must be subject to prompt replacement.
4. There must be an unrelenting effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire Emergency Medical Services (EMS) system.

PROPOSAL CONTENT AND FORMAT:

Vendors shall include not more than thirty (30) single-sided pages of text, and/or illustrations, in which the firm shall describe the proposed work program as interpreted from the Scope of Services. RFQ/Ps are to be **submitted** on or before, **February 19, 2026** at 2:00p.m. (local time). One (1) original (unbound) along with four (4) hard copies, and one (1) digital copy on flash drive shall be submitted by mail to the County Clerk, Attn: Abril Olivas, 30 N. Broad Street, Winder GA 30680, labeled: RFQ/P2026-11 Emergency (911) Ambulance Services, not later than **February 19, 2026** at 2:00p.m. (local time).

A. INTRODUCTION:

a. Table of Contents

- i. Each proposal shall be structured to incorporate a table of contents which shall clearly indicate where each required section is located. Any information which does not fit logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies and plans are encouraged to be placed in an appendix. All proposals shall include page numbers and have major sections tabbed.
- ii. Each of the sections in the Table of Contents is described below. It is the intent of this procurement to preserve or improve upon the current pre-hospital system in every category of service, and to meet or, where possible, improve the quality of service. Thus, Proposer shall describe Proposer's capabilities and agree to meet or exceed minimum service requirements. Failure to accept The County's minimum-service requirements in any service category may be grounds for disqualification. While additional commitments are not encouraged, all additional commitments, if offered, shall be separately stated within each section.

b. Cover Letter

- i. Each proposal shall have a cover letter, signed by the authorized representative of the proposing firm or entity, who is legally authorized to contractually bind the entity or firm. This letter shall specifically affirm the Firm's full understanding and acceptance of all terms set forth in the RFP including, but not limited to, the financial projections in the Firm's proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must further state that the firm or entity has not violated any conflict-of-interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. Failure to provide this letter may cause the proposal to be considered nonresponsive.

B. QUESTIONS AND MINIMUM REQUIREMENTS: (Provide answers to the following with your response.)

- a. Name and address of the Firm's organization.
- b. Name and address of organization's liaison for this Procurement. All questions and correspondence will be directed to this person.
- c. Type of organization or legal entity (e.g., partnership, corporation) and the state under which the laws of the entity is formed.
- d. List the names and addresses and share of ownership of all owners, shareholders, directors, officers, and corporate linkages of the organization or entity. Include all Doing Business As (DBAs – This information is for data collection only and will not add any value to the award of this project). An organizational chart listing all entities and owners must be provided. If the Proposer is a corporation with 30 or more shareholders, provide the title, names, and addresses of directors and officers only, and indicate share of ownership held by these individuals.
- e. Credentials and experience of medical director designated.
- f. Credentials and experience of management personnel designated.
- g. Capability, experience, knowledge, and credentials of other key personnel.
- h. A critical events timeline for establishing service in Barrow County.
- i. A list of current emergency medical service clients of your company, including agency name, customer contact – name and title, telephone number, and email address.
- j. Number of years of emergency medical service operations experience.
- k. Describe the type, brand, and quantity of ambulances proposed to be included in the Barrow County EMS system, including the age, mileage, condition, and vehicle replacement schedule for each vehicle. All vehicles must be in good condition.
- l. Detailed unit equipment checklist for each unit to be included in the Barrow County EMS system, including cardiac monitors that are capable of transmitting data into a receiving hospital.
- m. Description of trip reporting processes and procedures.
- n. Description of operational/statistical reports provided to Barrow County, Georgia.
- o. Description of any additional services (i.e. ancillary system/service) that can be provided by Contractor at no cost that may enhance the Barrow County EMS system.
- p. Has the service and/or sub-contractor been sanctioned by any state or federal authority in the past five years? If so, please provide the details.
- q. Is the service and/or sub-contractor currently the subject of any investigation by the Georgia Office of EMS and Trauma or any other state or federal authority? If so, please provide the details.

RFQ/P2026-11 Emergency Medical Services (EMS) Provider

Evaluation Rubric (1-5) Scoring Method (For Reference Only)

- Each element is scored 1–5
- Raw scores are adjusted using section-specific weighting multipliers: Sections 1–3 ($\times 4$), Sections 4–5 ($\times 3$), and Section 6 ($\times 2$).
- Maximum base score: 100 points
- Optional bonus: up to 10 points

1. Organizational Experience & Qualifications (20 Points)

Score	Description
5 – Excellent	10+ years providing 911 transport; extensive experience in similar-sized or more complex jurisdictions; consistently exceeds response and compliance benchmarks; full licensure, DPH compliance, and national accreditation (CAAS/CAMTS); no material regulatory or legal actions in past 5 years.
4 – Very Good	5–10 years of 911 experience; experience in comparable jurisdictions; meets response and compliance standards; fully licensed and compliant; minor, resolved regulatory issues.
3 – Satisfactory	3–5 years of 911 transport experience; limited comparable jurisdiction experience; generally, meets standards with occasional deficiencies; all required licenses in place.
2 – Marginal	Less than 3 years of 911 experience or experience primarily non-emergent; limited documentation of performance; compliance issues noted.
1 – Unacceptable	Minimal or no 911 experience; significant compliance gaps; unresolved regulatory or legal actions.

2. Staffing Plan & Clinical Competency (20 Points)

Score	Description
5 – Excellent	Fully staffed with dedicated Paramedic/EMT-I crews; robust recruitment and retention programs; low turnover; structured onboarding and CEU programs; strong physician medical direction with active involvement.
4 – Very Good	Staffing meets requirements with limited reliance on PRN staff; defined recruitment and training programs; medical direction clearly documented.
3 – Satisfactory	Meets minimum staffing requirements; basic training and retention plans; some reliance on overtime or PRN coverage.
2 – Marginal	Staffing plan lacks sustainability; high vacancies or turnover rates; limited clinical oversight or training detail.
1 – Unacceptable	Inadequate staffing levels; unclear clinical oversight; high risk of service interruption.

3. Operational Approach & Service Delivery Model (20 Points)

Score	Description
5 – Excellent	Comprehensive deployment plan using data-driven posting; guaranteed response times; modern, redundant fleet; full CAD/AVL/ePCR integration; strong surge, backup, and disaster response planning with EMA integration.
4 – Very Good	Well-defined deployment and response model; adequate fleet and technology; documented contingency planning.
3 – Satisfactory	Functional operational plan; meets minimum response expectations; limited redundancy or technology integration.
2 – Marginal	Deployment plan insufficiently detailed; aging fleet; unclear backup strategies.
1 – Unacceptable	Operational approach does not demonstrate ability to meet 911 service demands.

4. Quality Assurance, Performance Metrics & Reporting (15 Points)

Score	Description
5 – Excellent	Formal QA/QI program with medical director oversight; regular reporting of clinical and response KPIs; participation in state/national registries; patient satisfaction tracking and corrective action processes.
4 – Very Good	QA/QI processes documented; routine reporting; registry participation with minor gaps.
3 – Satisfactory	Basic QA review; limited reporting detail; compliance-focused rather than improvement-focused.
2 – Marginal	Informal or inconsistent QA processes; limited data transparency.
1 – Unacceptable	No meaningful QA/QI program or reporting.

5. Cost Proposal & Financial Stability (15 Points)

Score	Description
5 – Excellent	Competitive, transparent cost proposal; minimal subsidy; detailed cost breakdown; strong audited financials; predictable long-term cost model.
4 – Very Good	Reasonable cost proposal; clear financial documentation; stable organization.
3 – Satisfactory	Costs acceptable but limited transparency; basic financial documentation provided.
2 – Marginal	High or poorly justified costs; financial risk indicators present.
1 – Unacceptable	Cost proposals are not feasible or financial instability evident.

6. Community Integration & Value-Added Services (10 Points)

Score	Description
5 – Excellent	Active community risk reduction; CPR/Stop the Bleed programs; training support for public safety agencies; strong Public Health/EMA collaboration.
4 – Very Good	Regular outreach and training programs; documented community partnerships.
3 – Satisfactory	Limited but acceptable community engagement activities.
2 – Marginal	Minimal outreach or value-added services.
1 – Unacceptable	No demonstration of community integration.

Optional Bonus Categories (Up to 10 Points)

A. Innovation & Technology (Up to 5 Points)

Score	Description
5	Advanced analytics, real-time dashboards, telemedicine/ET3 fully implemented.
3	Moderate technology use with planned enhancements.
1	Minimal innovation beyond baseline requirements.

B. Commitment to Continuous Improvement (Up to 5 Points)

Score	Description
5	Accreditation from a nationally recognized accredited body; documented system improvements with measurable outcomes.
3	Actively pursuing accreditation from a nationally recognized accredited body
1	Some improvement initiatives documented.

Evaluation Category	Maximum Points	Score Awarded
Organizational Experience & Qualifications	20	
Staffing Plan & Clinical Competency	20	
Operational Approach & Service Delivery	20	
Quality Assurance & Performance Metrics	15	
Cost Proposal & Financial Stability	15	
Community Integration & Value-Added Services	10	
Base Score Subtotal	100	
Optional Bonus – Innovation & Technology	+5	
Optional Bonus – Continuous Improvement	+5	
Total Score	110	

EMS SERVICES AGREEMENT
BARROW COUNTY PRIMARY 911 COVERAGE AREA

THIS AGREEMENT is made and entered into as of this 1st day of July, 2026 (the "Effective Date"), by and between **BARROW COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (hereinafter referred to as the "County"), and _____, a _____ (herein after referred to as the "Service Provider"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, County desires to retain Service Provider to provide certain services generally described as emergency medical / ambulance services throughout Barrow County; and

WHEREAS, County finds that specialized knowledge, skills, and training are necessary to perform the services contemplated under this Agreement; and

WHEREAS, Service Provider has represented that it is appropriately licensed and qualified by training and experience and possesses the essential equipment and trained personnel necessary to perform the services required hereunder; and

WHEREAS, Service Provider desires to perform the services as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Service Provider has familiarized itself with the nature and extent of the Agreement, the Project, and the Services, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Services; and

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit A - Scope of Services
Exhibit B - Contractor Affidavit and Agreement

B. The Services. The Services to be completed under this Agreement (the "Services") includes, but shall not be limited to, the work described in the Scope of Services provided in **Exhibit A**, attached hereto and incorporated herein by reference, and generally described as County-wide, emergency ambulance services. Unless otherwise stated therein, the Services include all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Services. Some details necessary for proper execution and completion of the Services may not be specifically described in the Scope of Services, but they are a requirement of the Services if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Services.

C. Term. Service Provider warrants and represents that it will perform its services in a prompt and timely manner in accordance with the Scope of Services and best practices for operation of an ambulance service and care of patients transported therein. This Agreement is an annual contract and shall commence as of the date first written above and shall terminate on **June 30, 2027**, unless renewed by mutual agreement of the Parties.

II. WORK CHANGES

A. Change Order Defined. A "Change Order" means a written modification of the Agreement, signed by representatives of County and Service Provider with appropriate authorization.

B. Right to Order Changes. County reserves the right to order changes in the Services to be performed under this Agreement by altering, adding to, or deducting from the Services. All such changes shall be incorporated in written Change Orders and executed by Service Provider and County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

C. Change Order Requirement. Any work added to or removed from the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of County and Service Provider prior to the effective date of such change or expressly contemplated hereby. Service Provider shall not be obligated to provide any service not described in the Scope of Services in the absence of a properly executed Change Order.

D. Authority to Execute Change Order. The County Manager has authority to execute, without further action of the Barrow County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than twenty-five thousand dollars (\$25,000.00), must be approved by the Barrow County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. Ambulance Service: The County's total cost of providing Ambulance services per Fiscal Year (which shall be defined as July 1 through June 30) shall be as set forth below, payable by County to Service Provider in twelve (12) equal monthly installments.

FY2027: _____

B. The payment outlined above includes both the cost of the EMS service and the ALS Units. The installments will be due in advance of the tenth (10th) business day of each month.

C. It is acknowledged and agreed by the parties that the amount to be paid by County as set forth above, is not enough to cover Service Provider's cost of providing services hereunder and it is, therefore, agreed that County shall not bill patients or receive any amounts from patients or third-party payors as compensation for services provided by Service Provider pursuant to this Agreement. County hereby agrees that all fees received or collected as a result of services rendered by Service Provider hereunder shall be the property of Service Provider. County shall cooperate fully with Service Provider in all matters relating to billing and collecting and County hereby appoints Service Provider as its true and lawful attorney in fact for the following limited purposes: (i) to bill patients in the name of County and on County's behalf; (ii) to collect in the name of County and on County's behalf, from patients, insurance companies, Medicare, and all other third-party payers, all charges resulting from the provision of services, equipment, devices or supplies provided by Service Provider hereunder; (iii) to collect in the name of County and on County's behalf, all capitation payments, hospital incentive funds and funds from any shared risk pools under any risk-sharing arrangements wherein Service Provider is the provider of services; and (iv) to take possession of, and endorse in the name of County, when necessary, all cash, notes, checks, money orders, insurance payments, and any other instruments received as payment of accounts receivable.

D. The fees or charges for services rendered by Service Provider hereunder shall be as set forth in **Exhibit A** below. Service Provider, or Service Provider's agent, shall be responsible for billing patients and third-party payors for services provided by Service Provider hereunder and collecting fees for such services.

IV. COVENANTS OF SERVICE PROVIDER

A. Expertise of Service Provider; Licenses, Certification and Permits. Service Provider accepts the relationship of trust and confidence established between it and County, recognizing that County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Services in pursuit of the timely and competent completion of the Services undertaken by Service Provider under this Agreement. Service Provider shall employ only persons duly qualified in the appropriate area of expertise to perform the Services described in this Agreement.

Service Provider covenants and declares that it has obtained all diplomas, certificates,

licenses, permits or the like required of Service Provider 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 Agreement. Further, Service Provider agrees that it will perform all Services in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*) to the extent applicable to Service Provider by virtue of this Agreement.

B. Budgetary Limitations. Service Provider agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of Service Provider's profession and industry. Specifically, Service Provider agrees that, in the event it cannot perform the Services within the budgetary limitations established without disregarding sound principles of Service Provider's profession and industry, Service Provider will give written notice immediately to County.

C. County's Reliance on the Services. Service Provider acknowledges and agrees that County does not undertake to approve or pass upon matters of expertise of Service Provider and that, therefore, County bears no responsibility for Service Provider's Services performed under this Agreement. Service Provider acknowledges and agrees that the acceptance of Services by County is limited to the function of determining whether there has been compliance with what is required to be done under this Agreement. County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Service Provider's performance.

D. Service Provider's Reliance on Submissions by County. Service Provider must have timely information and input from County in order to perform the Services required under this Agreement. Service Provider is entitled to rely upon information provided by County, but Service Provider shall provide immediate written notice to County if Service Provider knows or reasonably should know that any information provided by County is erroneous.

E. Service Provider's Representative. _____, shall be authorized to act on Service Provider's behalf with respect to the Services as Service Provider's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Service Provider covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of County, except that Service Provider may assign its interests and obligations hereunder to an affiliate controlled by, controlling, or under common control with Service Provider. As to any approved subcontractors, Service Provider shall be solely responsible for reimbursing them, and County shall have no obligation to them.

G. Responsibility of Service Provider and Indemnification of County. Service Provider covenants and agrees to take and assume all responsibility for the Services rendered in connection with this Agreement. Service Provider shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Services

rendered pursuant to this Agreement. Service Provider shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), to the extent that such Liabilities arise from or are the result of an alleged willful, negligent or tortious act or omission arising out of the Services, performance of contracted services, or operations by Service Provider, any subcontractor, anyone directly or indirectly employed by Service Provider or subcontractor or anyone for whose acts or omissions Service Provider or subcontractor may be liable in connection with the Services, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by, or result from, the negligence, recklessness, or intentionally wrongful conduct of the Service Provider or other persons employed or utilized by the Service Provider in the performance of this Agreement.

In any and all claims against an Indemnified Party, by any employee of Service Provider, its subcontractor, anyone directly or indirectly employed by Service Provider or subcontractor or anyone for whose acts Service Provider or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Service Provider or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Service Provider hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor. Nothing in this Agreement shall be construed to make Service Provider or any of its employees, servants, or subcontractors, an employee, servant or agent of County for any purpose. Except as expressly set forth herein, Service Provider 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 complete the Services; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Service Provider agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no direct contractual relationship between any subcontractor or supplier and County by virtue of this Agreement with Service Provider. Any provisions of this Agreement that may appear to give County the right to direct Service Provider as to the details of the services to be performed by Service Provider or to exercise a measure of control over such services will be deemed to mean that Service Provider shall follow the directions of County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and County may hire additional entities to perform the Services related to this Agreement.

Inasmuch as County and Service Provider 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. Service Provider agrees not to represent itself as County's agent for any purpose to any party or to allow any employee of Service Provider 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. Service Provider shall assume full liability for any contracts or agreements Service Provider enters into on behalf of County without the express knowledge and prior written consent of County.

I. Insurance.

- (1) Requirements: Service Provider shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives, employees or subcontractors. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
- (2) Minimum Limits of Insurance: Service Provider shall maintain the following insurance policies with coverage and limits no less than:
 - (a) Commercial General Liability coverage of at least \$3,000,000 (three million dollars) combined single limit per occurrence for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. If general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit.
 - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$3,000,000 (three million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
 - (c) Professional Liability of at least \$3,000,000 (three million dollars) limit for claims arising out of professional services and caused by Service Provider's errors, omissions, or negligent acts.
 - (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease covering all Service Provider employees, including all paramedics and EMTs employed by or under contract with Service Provider.

(e) Commercial Umbrella Liability Coverage in the amount of \$3,000,000 (three million dollars) covering all Service Provider employees, including all paramedics and EMTs employed by or under contract with Service Provider.

(f) Service Provider may meet limit requirements through a combination of primary and umbrella coverage.

(3) Deductibles and Self-Insured Retentions: Service Provider may maintain some or all of its insurance required hereunder through its program of self-insured retention, and by a combination of primary and umbrella policies.

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) General Liability, Automobile Liability and Umbrella Liability Coverage.

(i) *Additional Insured Requirement.* County and County's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be additional insureds as respects: liability arising out of activities performed by or on behalf of Service Provider; products and completed operations of Service Provider; premises owned, leased, or used by Service Provider; automobiles owned, leased, hired, or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Service Provider to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) *Separate Coverage.* Coverage shall state that Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(iii) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Services performed by Service Provider for County.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Services performed by Service Provider for County.

(c) All Coverages.

- (i) *Notice Requirement.*** Service Provider shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
- (ii) *Effective Dates.*** Policies shall be in effect for the entire term hereof.

(5) **Acceptability of Insurers:** Service Provider coverage may be provided by a Self-Insured Retention. Commercial insurance maintained by Service Provider must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Service Provider shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) **Verification of Coverage:** Upon request, Service Provider shall furnish to County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement upon request. Without limiting the general scope of this requirement, Service Provider is specifically required to provide an endorsement naming County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Service Provider's insurer in its normal course of business. Upon request, Service Provider shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) **Subcontractors:** Service Provider shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Services performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Services. All coverage procured for subcontractors by Service Provider shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

- (8) **Claims-Made Policies:** Service Provider shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) **County as Additional Insured and Loss Payee:** County shall be additional insured and loss payee on all policies required by this Agreement, except County need not be an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

J. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless:

- (1) Service Provider shall provide evidence on County-provided forms, attached hereto as **Exhibits B and C** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Service Provider's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E- Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Service Provider provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Service Provider hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit B**, and submitted such affidavit to County or provided County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Service Provider hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-02.

Where Service Provider is required to provide an affidavit pursuant to O.C.G.A. § 13- 10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of Service Provider's and Service Provider's subcontractors' verification process at any time to determine that the verification was correct and complete. Service Provider and Service Provider's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Service Provider is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Service Provider or Service Provider's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with County, Service Provider and Service Provider's

subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Service Provider or Service Provider's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. Service Provider's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Service Provider shall be liable for all damages and delays occasioned by County by such failure to cooperate.

Service Provider agrees that the employee-number category designated below is applicable to Service Provider. [DESIGNATE/MARK APPROPRIATE CATEGORY]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Service Provider hereby agrees that, in the event Service Provider employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Service Provider will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits.

(1) Records:

- a. Books, records, documents, account ledgers, data bases, and similar materials relating to the Services performed for County under this Agreement ("Records") shall be established and maintained by Service Provider in accordance with applicable law and requirements prescribed by County and made known to Service Provider in advance with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Service Provider by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- b. All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part

to this Agreement shall be clearly identified and readily accessible.

- (2) **Reports and Information:** Upon request, Service Provider shall furnish to County any and all Records (but not Protected Health Information unless furnished in compliance with HIPAA) in the form reasonably requested by County. All Records provided electronically must be in a format reasonably compatible with County's computer systems and software.
- (3) **Audits and Inspections:** At any time during normal business hours and as often as County may deem necessary, Service Provider shall make available to County or County's representative(s) for examination all Records (but not Protected Health Information unless furnished in compliance with HIPAA). Service Provider will permit County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Service Provider shall provide proper facilities for County or County's representative(s) to access and inspect the Records, or, at the request of County. Further, and to the extent compatible with Service Provider's obligations of confidentiality to its patients, Service Provider shall permit County or County's representative(s) to observe and inspect any or all of Service Provider's facilities and activities during normal hours of business for the purpose of evaluating Service Provider's compliance with the terms of this Agreement. In such instances, County or County's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code: Conflict of Interest. Service Provider agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Service Provider certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Services. Should Service Provider become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Service Provider shall immediately notify County. If County determines that a conflict of interest exists, County may require that Service Provider take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for services rendered by Service Provider when such services were performed while a conflict of interest existed if Service Provider had knowledge of the conflict of interest and did not notify County within five (5) business days of becoming aware of the existence of the conflict of interest.

M. Confidentiality. Service Provider acknowledges that each may receive confidential information of the other and that each 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. Service Provider agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Service Provider creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of County.

Service Provider shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Service Provider acknowledges that County's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider 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 I of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

Notwithstanding anything to the contrary herein, County acknowledges that Service Provider is subject to the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d and as modified by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 and regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA," and County agrees that Service Provider shall not be required to disclose any Protected Health Information, as defined by HIPAA, to County.

N. Meetings. Service Provider is required to meet with County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to County. Meetings will occur as problems arise and will be coordinated by County. County shall inform Service Provider's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Service Provider's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

O. Authority to Contract. The individual executing this Agreement on behalf of Service Provider covenants and declares that it has obtained all necessary approvals of Service Provider's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Service Provider to the terms of this Agreement, if applicable.

P. 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, Service Provider agrees that, during performance of this Agreement, Service Provider, 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, Service Provider agrees to comply with all applicable implementing regulations and shall

include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. COUNTY REPRESENTATIVE

SRIKANTH YAMALA, COUNTY MANAGER, or his designee, shall be authorized to act on County's behalf with respect to the Services as County's designated representative and Contract Administrator (as defined hereinbelow) on this Project; provided that any changes to the Services or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. For Convenience. Either Party may terminate this Agreement for convenience at any time upon providing written notice thereof at least ninety (90) calendar days in advance of the termination date.

B. For Cause. Service Provider shall have the right to terminate this Agreement in the event of County's failure to pay Service Provider within ninety (90) calendar days of Service Provider providing County with notice of a delinquent payment and an opportunity to cure. In the event of Service Provider's breach or default under this Agreement, County may terminate this Agreement for cause. County shall give Service Provider at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Service Provider fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of County, then County may, at its election: (a) in writing terminate the Agreement in whole or in part; and/or (b) pursue any other remedy then available, at law or in equity, to County for such default.

C. Statutory Termination. this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of County.

D. Payment Upon Termination. Upon termination, County shall provide for payment to Service Provider for services rendered and, where authorized, expenses incurred prior to the termination date.

E. Conversion to Termination for Convenience. If County terminates this Agreement for cause and it is later determined that County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. Requirements Upon Termination. Upon termination, Service Provider shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the County directs otherwise in writing; and (2) promptly upon request deliver to County copies of all data, drawings, reports, summaries, and such other

information and materials as may have been generated or used by Service Provider in performing this Agreement, whether completed or in process, in the form reasonably specified by County. Provided, however, that all health and medical records received or generated by Service Provider shall remain the property of Service Provider and Service Provider shall have no obligation to provide such records to County.

G. Reservation of Rights and Remedies. The rights and remedies of County and Service Provider provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

H. Definitions of Breach. Conditions and circumstances that shall constitute a material breach by Service Provider shall include but not be limited to the following:

- a. Failure of Service Provider to conduct its 911 response operation in substantial compliance with the requirements of the applicable Federal, State, and County laws, rules and regulations (minor infractions of such requirements shall not constitute a major breach but willful and repeated breaches shall constitute a material breach);
- b. Falsification of data supplied to the County during the course of its County 911 operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or any other data required under this Agreement;
- c. Failure to maintain equipment in accordance with good maintenance practices equal to or exceeding manufacturers' specifications;
- d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance;
- e. Chronic and persistent failure of Service Provider employees to conduct themselves in a professional and courteous manner or to present a professional appearance;
- f. Repeated failure to meet benchmarks for accountability standards after receiving notice of noncompliance from the Contract Administrator;
- g. Repeated failure to respond to all 911 Calls with units staffed with at least one Georgia certified paramedic; or
- h. Failure of Service Provider to provide and maintain the required insurance.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the successors and assigns of the respective Parties.

C. Governing Law. This Agreement 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 Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia, and Service Provider submits to the jurisdiction and venue of such Court.

D. 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 Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement 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 Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. Business License. Prior to commencement of the Services to be provided hereunder, Service Provider shall apply to County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Service Provider provides evidence that no such license is required.

F. Notices.

(1) Communications Relating to Day-to-Day Activities. All communications related to the day-to-day activities of the Services shall be exchanged between the County's Representative (named above) for the County and Service Provider's Representative (named above) for Service Provider.

(2) Official Notices. All other notices, requests, demands, or correspondence required or permitted by this Agreement, shall be in writing and shall be deemed

received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO COUNTY shall be sent to:

County Manager
Barrow County, Georgia
Barrow County Historic Courthouse
30 N. Broad Street Winder, Georgia 30680

NOTICE TO SERVICE PROVIDER shall be sent to:

G. Waiver of Agreement. No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Service Provider with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect County's right to demand exact and strict compliance by Service Provider with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Board of Commissioners shall authorize the Chairman to execute this Agreement on behalf of County.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Service Provider or any successor in interest in the event of any default or breach by County or for any amount which may become due to Service Provider or successor or on any obligation under the terms of this Agreement. Likewise,

Service Provider's performance of services under this Agreement shall not subject Service Provider's individual employees, officers, or directors to any personal contractual liability, except where Service Provider is a sole proprietor. The Parties agree that, except where Service Provider is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Service Provider or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

L. Counterparts, Agreement Construction, and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Service Provider represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither County nor Service Provider shall be liable for its respective non-negligent failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, flood or other condition which would render such performance unsafe for Service Provider or patients, in the opinion of the party to be charged with such performance; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Service Provider; (vi) delay or failure to act by any governmental or military authority (other than County); or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Except as otherwise set forth herein, each term of this Agreement is material, and a Party's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the non-breaching Party at law or in equity.

IN WITNESS WHEREOF, County and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

SERVICE PROVIDER

By: _____
Printed Name: _____
Title: _____

Attest:

By: _____
Printed Name: _____
Title: _____

BARROW COUNTY, GEORGIA

By: _____
Pat Graham, Chairman

Attest:

By: _____
Abril Olivas, County Clerk

EXHIBIT A

SCOPE OF SERVICES

1. Generally.

- a. Service Provider shall provide emergency medical services and appropriate patient care in compliance with applicable statutes, rules, regulations and standards of care consistent with the certification and training of Service Provider personnel and in accordance with medical direction and control. Such Services may be performed on-scene and/or en route to an appropriate treatment facility.
- b. Emergency ambulance services to be provided hereunder by the Service Provider and the County's payments for such services will begin on a mutually agreed date (the "Service Start Date") following the Effective Date hereof.
- c. Service Provider will provide emergency ambulance services within the boundaries of Barrow County, Georgia, known as the Barrow County Primary 911 Coverage Area.
- d. Service Provider shall provide (#) Emergency Advanced Life Support ("ALS") Units capable of assessment, treatment and transportation utilizing medically necessary supplies and equipment. Each ambulance trip will be staffed by one paramedic and at least one individual licensed at or above the level of Emergency Medical Technician - Intermediate.
- e. An ALS Unit shall be stationed at each of the locations specified in Section III, Housing for Ambulances, and shall be available twenty-four (24) hours per day seven (7) days per week.
- f. All ALS Units shall be available except when temporarily out of service for routine maintenance or repairs. The Service Provider shall have available two (2) reserve ambulances in Barrow County.

2. Housing for Ambulances.

- a. **Ambulance Locations:** An ALS unit shall be assigned to locations within Barrow County that are mutually agreed upon and that serve to minimize emergency response times. Incident data shall be reviewed to determine the frequency of medical emergencies by location in the county, hour of the day, and day of the week. ALS unit staging locations may vary throughout the day and night as data suggests the probability of where the emergency resources would be best utilized.
- b. The County shall provide temporary living and parking areas suitable for EMS employees. The Service Provider shall provide temporary living, administrative offices, and ambulance parking area for vehicles that respond from the base of operations. All such space shall include utilities, insurance, maintenance and upkeep.
- c. The County at its expense shall provide garage space suitable to house ALS ambulances and reserve ambulances.
- d. Service Provider shall at its expense provide covered parking and power supply suitable to stage one (1) ALS ambulance.

3. Service Provider's Cost of Providing Ambulance Service

- a. **Staffing:** Service Provider shall employ employees duly qualified and licensed under the laws of the State of Georgia to staff the ambulances as hereinabove provided and shall provide, as needed, training to the employees as required by State and Federal regulations so that all employees satisfy such training requirements. Service Provider shall be responsible for having a sufficient number of qualified employees present to operate the "Emergency Ambulance Service." A minimum of one Paramedic and one Emergency Medical Technician - Intermediate as defined under the laws of the State of Georgia shall staff each ALS unit. Service Provider is responsible for all salary, compensation, benefits, withholding, FICA, workers' compensation, liability insurance and all other employment compensation and benefits for its employees operating the "Emergency Ambulance Service."
- b. **Ambulance maintenance and repair:** Service Provider shall maintain all ambulances in good condition and repair during the term of this Agreement. The County may at any time request inspection vehicles by a certified mechanic.
- c. **Ambulance equipment:** In addition to the equipment and supplies required by the regulatory agency, each ALS unit shall be equipped with:
 - (1) Twelve (12) lead EKG machine with electronic transmitting capability, End tidal CO₂, and waveform capnography.
 - (2) Mechanical chest compression device.
- d. **Replacement supplies:** Service Provider shall replace supplies used by First Responders while providing emergency care prior to an ambulance's arrival and unreturned first responder medical equipment accompanying the patient to the hospital.
- e. **Insurance:** (See Section IV, I in the Agreement above.)
- f. **Vehicle Replacement:** The replacement schedule for an ambulance shall be five (5) years of service or 200,000 miles, whichever occurs first; provided however that (i) ambulances designated as "reserve" shall not be required to meet such schedule and (ii) Service Provider shall not be in breach of this provision if it is unable to source ambulances or ambulance chassis due to prevailing market conditions.

4. Fee Structure.

- a. **Emergency BLS:** FY27 - \$_____ per trip, plus \$_____ per patient loaded mile.

- b. **Emergency ALS:** FY27 - \$ _____ per trip, plus \$ _____ per patient loaded mile.
- c. **ALS 2:** Advanced level transports requiring the use of three (3) or more drugs or advanced procedures shall be charged as follows: FY27 - \$ _____ per trip, plus \$ _____ per patient loaded mile.
- d. **No Transport Fee:** After the utilization of a significant amount of time or supplies as defined by the oversight committee described hereinbelow, Service Provider may charge up to \$100 for patients who refuse service.
- e. **Increase in Fees:** Fees charged by Service Provider beyond those fees outlined in this Agreement shall be subject to review and approval by the County. If fees are consistent with those charged in the majority of the immediately surrounding counties, the County shall not withhold approval. Service Provider will give thirty (30) days written notice in advance of a proposed fee adjustment. If the County does not disapprove adjustment of fees within the thirty (30) day period, Service Provider may implement the adjustment.

5. Referral for Services.

- a. The County shall request all law enforcement agencies and other providers of emergency services to direct requests for all Emergency Medical Service to Service Provider.
- b. Service Provider acknowledges that some high school sporting events require ambulance and personnel to be staged on-site during play. The County acknowledges that an agreement between the Barrow County Board of Education and Service Provider may be initiated for additional ambulances and staff to support in-county events.
- c. **E-911 Communication Center:** The County, at no expense to Service Provider, shall maintain on a 24-hour (24) basis an Emergency Communication ("E-911") Center. In order to minimize response time and to reduce the expense of the Ambulance Service, the E-911 Center shall dispatch calls to the Emergency Medical Service by radio rather than by telephone, thus contributing to the prompt care and treatment of persons located in Barrow County.
- d. The County shall charge a monthly subscription fee for each mobile and portable radio that Service Provider maintains for the delivery of emergency medical services and which are connected to and use the County's emergency radio system. The fee will be consistent with and shall not exceed the charges imposed by the County on all other users of the County's emergency radio system.

6. Operations.

- a. Service Provider shall adhere to the Emergency Medical Services rules authorized by O.C.G.A. Title 31, Health; Chapter 11, Emergency Services and adopted by the Department of Human Resources as Public Health Rules Chapter 290-5-30, Emergency

Medical Services, which prescribe reasonable health, sanitation and safety standards for transporting patients in ambulances and establishing criteria for the training of ambulance attendants. These rules establish standards for ambulance services, medical first responder services, neonatal transport services, designation of trauma centers and base station facilities, training and licensing requirements for medics, instructor licensing and course approval requirements for emergency medical technician, cardiac technician and paramedic training programs.

- b. For so long as Service Provider is not in breach of this Agreement and is in compliance with the appropriate governmental laws and regulations, the County shall have no control over the performance of the Service Provider's obligations hereunder except as otherwise provided herein.
- c. The County and Service Provider shall maintain an EMS oversight committee comprised of staff from both entities. The purpose of the oversight committee shall be to:
 - (1) Establish guidelines for emergency medical operations;
 - (2) Define quality goals with measurable expectations;
 - (3) Monitor performance in relationship to quality goals;
 - (4) Report performance on quality goals to the Board of Commissioners and when needed, make data-driven recommendations for operations improvement;
 - (5) Promote positive relationship initiatives between the public safety agencies; and
 - (6) Assess ambulance response times for compliance with the County's historical performance.
- d. The undersigned parties agree and affirm that the Service Provider is an independent contractor, not a joint venture, employee or partner with the County by virtue of this Agreement.
- e. Service Provider is contracting for management of the County's Emergency Ambulance Services and covenants to keep the operating license in the name of Barrow County.
- f. Service Provider covenants that it will provide service to all persons needing such service and shall not deny service based upon his or her inability to pay.
- g. Service Provider covenants and agrees to transport patients to the hospital of their choice, within the normal travel area, based on the ability of that hospital to treat appropriately the patient's condition and the ability to reach the facility in a safe and timely manner. However, the employees of the Service Provider shall not otherwise influence patient requests.
- h. Service Provider shall agree to accept assignments of Medicare and Medicaid for all covered services.

- i. County maintains a Fire Department that responds to emergency medical calls. The Service Provider acknowledges that the County's Fire Department may initiate and provide medical first response for immediate stabilization of patients with emergency medical conditions. The County acknowledges that the Service Provider shall have no responsibility for the acts or omissions of the Fire Department. The City of Winder has its own Fire Department that responds to emergency medical calls within its jurisdiction.
- j. County agrees that Service Provider shall provide interhospital transfers originating from Northeast Georgia Medical Center Barrow. County acknowledges that medical emergencies may occur that require immediate transfer for higher level of care. Service Provider acknowledges that transfer requests will be prioritized by the 911 Emergency Communications Center in regard to other response requests and the current operational status of the available ambulances in Barrow County.
- k. County acknowledges the unpredictable nature of requests for emergency medical service. If the oversight committee recognizes and reports a trend in ambulance requests that is greater than the availability of the number of ambulances specified by this Agreement then the County and Service Provider shall reevaluate ambulance and staffing levels and propose recommendations to the County Board of Commissioners.

7. Reporting.

- a. Service Provider agrees to provide a monthly report to the Barrow County Chief of Emergency Services or designee by the 10th day of the month following the month of service detailing the following:
 - (1) Number of calls received from E-911
 - (2) Number of incidents and description of incident
 - (3) Number of responses by zone
 - (4) Average response time for emergency responses
 - (5) Demographics of responses to include primary clinical emergency condition
 - (6) Patient destination
- b. **Changes in service:** The parties agree to evaluate on an annual basis the level of services provided to or requested by Barrow County. If the level of service has changed, including but not limited to, addition of an ALS unit, new site or new service, the parties agree to adjust the monthly payment under Section III(a) accordingly.
- c. **Audit Reports:** If the County elects at its own expense to conduct an external audit of the EMS services, Service Provider will use its reasonable best efforts to cooperate in this process.
- d. **Problem Reporting:** The County shall provide in writing within ten (10) days of occurrence or within ten (10) days of the County's receipt of notice of the occurrence,

notice of any existing criticism or problems with the performance of Service Provider hereunder. Upon request of Service Provider, the Board of Commissioners or their designee shall be available to discuss such issues in a timely manner.

- e. All reporting hereunder shall be maintained and provided in accordance with the requirements of Section IV. K. of the Agreement above.

8. Service within other Counties.

- a. The County and Service Provider acknowledge that emergency conditions arise in adjoining or nearby counties, which warrants the use of the Ambulance Service. County agrees that Service Provider may use the Ambulance Service in the participation of mutual aid agreements previously reviewed and approved by the Barrow County Board of Commissioners.
- b. Service Provider shall not perform any ambulance service to or within any other county utilizing vehicles on contract to County unless the following occurs:
 - (1) Service Provider enters into a contractual agreement with such county subject to the approval of the Barrow County Board of Commissioners, and
 - (2) County enters into a contractual agreement with such county.
- c. Each of these agreements shall state that Barrow County shall incur no expense for Ambulance Service within such other county.

9. Definitions.

- a. *Contract Administrator* means the person designated by the County to monitor all aspects of the Agreement.
- b. *Emergency* means, for purposes of monitoring response time performance, 911 Calls classified as "emergency" under the determinants agreed to in the SLA.
- c. *Medical Director* means a Georgia-licensed physician who is board-certified in emergency medicine, and who will be responsible for the administrative process of providing medical guidance and supervision to emergency medical services personnel, including, but not limited to, system design, education, critique and quality assurance. Service Provider shall select a Medical Director, who may be the Medical Director of other service lines of Service Provider; but County shall have the right to approve the selection of Medical Director.
- d. *911 Calls* means all requests for emergency medical services received from the County including requests categorized as "presumptive non-emergencies" for purposes of triage or call prioritization.
- e. *Presumptive Non-Emergency* means, for purposes of monitoring response time

performance, those 911 Calls classified as Presumptive Non-Emergencies under the determinants agreed to in the SLA.

- f. *SLA* means the Service Level Agreement between the parties which shall be approved by the Contract Administrator and Service Provider as it may be amended from time to time by the Contract Administrator and Service Provider.

10. **Service Area.** Service Provider shall respond to 911 Calls requesting emergency medical services throughout Barrow County (the "Service Area") as directed by the Barrow County 911 Communications Center. The Service Provider shall be assigned primary, secondary and tertiary responsibilities within the Service Area.
11. **Response Area Exclusivity.** With the exception of the provision for backup services or for licensed first responders, or suspension of the contract as provided for herein, or unless required by action of the Georgia Department of Public Health ("DPH"), the County shall not enter into any agreement with any other contractor for ground response to 911 requests for ambulance and emergency medical services within the Service Area during the term of the Contract and any renewal thereof. The County shall direct all law enforcement agencies and other providers of emergency service to direct all requests for emergency ambulance service within the Service Area to Service Provider.
12. **Response Time Performance and Reliability Standards.** Service Provider shall meet benchmarks for accountability standards set forth by Federal, State, and County laws, rules and regulations that are made known to Service Provider in advance.
 - a. **Measuring Response Time:** For purposes of evaluating response time performance, response time shall be measured as the elapsed time between the time the 911 Communications Center completes dispatch of a Service Provider (unit notified) and the time a Service Provider arrives on the scene, subject to exemptions as provided below.
13. **Response Time Exemptions.** When analyzing Service Provider compliance with the response time standards above, all 911 Calls from a 911 Communications Center serving Barrow County for response within Barrow County shall be included, except as follows:
 - a. In case of a multiple-response incident (i.e., where more than one ambulance is dispatched to the same incident), only the response time of the first arriving, appropriately staffed and equipped ambulance shall be counted.
 - b. Requests received during an unpredictable system overload or a declared disaster in the County, or during a declared disaster in a neighboring jurisdiction which has requested assistance from the County, shall be excluded if the declaration of disaster or occurrence of an unpredictable system overload is confirmed by the Contract Administrator.
 - c. The response time for a 911 Call may also be excluded when the Contract Administrator determines there is other good cause for an exception. The grounds for

the exception must have been a substantial factor in producing the particular response time and Service Provider must have made a good faith effort to comply with the appropriate standard. Such grounds include, but are not limited to, the transmission of erroneous, or inaccurate information by the 911 Communications Center.

14. **Performance Reports.** Within ten (10) business days of receiving response time data from the 911 Communications Center each month, Service Provider shall be available to meet with the Contract Administrator or designee to review performance metrics identified in the SLA. A report in a format agreed upon between the County and Service Provider will be provided each month by the Service Provider that summarizes identified metric performance.
15. **SLA.** Service Provider and the Contract Administrator shall develop a Service Level Agreement within sixty (60) days of the Effective Date. The SLA shall be presented to and approved by the County Board of Commissioners. The SLA shall contain determinants for call prioritization and classification, communication and data protocols, and other operational procedures. The SLA may be amended with the agreement of Service Provider and the Contract Administrator as necessary; however, such amendments must be presented to the County Board of Commissioners for approval. Barrow County will publish quarterly a community emergency medical response times report which will include response times for each of the emergency response zones throughout the County based upon data from County's computerized dispatch system.
 - a. For the purpose of this Agreement, the parties agree to an interim response time whereby ninety percent (90%) of all emergency calls responded to by the Service Provider shall be at 9 minutes and 59 seconds (9:59) or less. Such response times shall be measured as defined in section 12 a. above. Modification to this minimum response time requirement shall be addressed in the SLA.
16. **Common Radio Frequency.** Service Provider shall maintain voice and data communications on the County's frequencies or such other frequencies as may be licensed to the County. The FCC license for such frequencies is held by the County and any shared transmitter used hereunder or pursuant to Section 90.179 of the FCC's Rules shall be subject to the County's control.
17. **Fleet Maintenance Plan.** Service Provider shall maintain its fleet in good working order at all times, fully stocked with equipment in good, sanitary, functioning order.
18. **Equipment/Vehicles.** All vehicles used in responding to 911 Calls shall carry equipment, supplies and medications that meet all federal and State of Georgia requirements and such other requirements as may be agreed upon by Service Provider and Barrow County. In addition, all vehicles shall be equipped with the additional ALS equipment, supplies and medications as required by the State of Georgia Department of Public Health. All ambulance units shall at all times meet such minimum in-service equipment requirements. Units not

meeting these requirements will be taken out of service until the deficiency is corrected. No ambulance that is unsafe or mechanically unsound shall remain in service. Vehicles, equipment, and supplies shall be maintained in a clean, sanitary and safe mechanical condition at all times. Service Provider will submit annual reports of the mileage and age of each vehicle providing 911 services in Barrow County.

19. Vehicle Marking. Service Provider shall properly maintain all vehicle markings required by local, state and/or federal law, rule or regulation on all emergency transport vehicles utilized in Service Provider's performance of this Agreement for the entire Term of this Agreement.
20. Clinical Sophistication. Service Provider shall maintain a level of clinical performance as follows:
 - a. Staffing Requirements: Each Ambulance used for response to 911 Calls shall be staffed with a minimum of one Georgia Licensed Paramedic and one Georgia Licensed EMT Intermediate for all hours that the ambulance is on duty. All of Service Provider paramedics shall obtain and maintain certification in Advanced Cardiac Life Support, Pre-hospital Pediatric Life Support or Pediatric Advanced Life Support, and Pre-hospital Trauma Life Support or Basic Trauma Life Support certification.
 - b. Certification: Each crew member of any ambulance used to respond to 911 Calls shall at all times while on duty wear clearly identifiable insignia indicating their certification status and shall carry documentation of their certification on their persons or in the ambulance and produce it upon request of the County or its agents.
 - c. Medical Supervision: Service Provider shall make the Medical Director reasonably available for consultation with County officials. The SLA will set forth the Medical Director's responsibilities under this Contract.
 - d. Internal Training and Audit: Service Provider shall have a program to identify and correct staff training deficiencies and to assist staff in correcting deficiencies and meeting re-certification requirements.
 - e. Infection Control Policies: Service Provider shall develop and strictly enforce policies to minimize the risk of contamination by infections of patients and ambulance personnel. These guidelines shall be compatible with OSHA guidelines regarding chemical and biological contamination.
 - f. Continuous Quality Improvement Program: Service Provider shall comply with the "County Continuous Quality Improvement Program" to evaluate patient care services and provide for appropriate remedial action. The CQI program shall be implemented and supervised by Service Provider Medical Director or his or her designee.

21. Cooperation with County by Service Provider. Service Provider shall maintain regular communications with the County and the Health Department's administrative staff and shall actively cooperate in all matters pertaining to this Agreement including, without limitation, assisting the County in investigation and responding to any and all complaints, inspections, or investigations arising in connection with Service Provider's provision of Services under the Agreement.
22. Safety Equipment. Service Provider shall evaluate and provide safety equipment for field personnel consistent with OSHA and ASTM requirements and guidelines.
23. Organizational Chart. Service Provider shall provide the County with a current organizational chart with appropriate contact information for its Barrow County operation related to the performance of the Services.
24. Disaster Assistance. Service Provider shall cooperate with the County in rendering emergency assistance during a disaster declared by the governing authorities. During such periods, Service Provider will be exempt from all responsibilities for response-time performance and penalties until notified by the County. At the scene of the disaster, Service Provider's personnel shall perform in accordance with local disaster protocols. When Service Provider is notified that disaster assistance is no longer required, Service Provider shall return all of its resources to its primary area of 911 responsibility and shall resume normal operations in a timely manner. Notwithstanding the foregoing, during the course of the disaster, Service Provider shall use its best efforts to maintain its normal level of 911 coverage.
25. Interagency. Service Provider will participate in interagency training for EMS exercises and disaster drills.
26. Public Information and Education. In addition to participating in a reasonable number of public information and education programs presented by the County, Service Provider will participate in educating the general public about issues related to emergency medical services. Service Provider shall reasonably cooperate with the efforts of the County, existing community groups, service organizations, and the area EMS Council, and shall otherwise support related local community efforts.
27. Trip-Report Forms. Service Provider will utilize a DPH "Trip Report" form or other appropriate forms to record all patient contacts. Such forms will be accurately completed and submitted in accordance with DPH Rules, Regulations and Policies and such other requirements as agreed upon between County and Service Provider.
28. Incident Command System. Service Provider shall be thoroughly familiar with the Incident Command Systems of the County and shall participate in inter-agency training exercises designed to enhance the functioning of the Incident Command System.

“EXHIBIT B”

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Barrow County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____ in _____ (city),
_____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____, 20____.

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

COUNTY OF BARROW
STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I Thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;

WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;

NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF
COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning provided herein. When no inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

- (A) **"Board"** means the Barrow County Board of Commissioners.
- (B) **"Board of Ethics"** means the Barrow County Board of Ethics as formed and described herein.
- (C) **"Business Entity"** means any business of whatever nature regardless of how designated or formed, whether a sole proprietorship, partnership, joint venture, association, trust, corporation, limited liability company, or any other type of business enterprise and whether a person acting on behalf of, or as a representative or agent of, the business entity.
- (D) **"Confidential Information"** means any information that, by law or practice, is not reasonably available to the public.
- (E) **"County Official"** means the Barrow County Board of Commissioners, any member of a board, commission or authority appointed by the Board, the Chief of

Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) **“Employee”** means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) **“Family”** means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) **“Interest”** means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

- (1) His or her family;
- (2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;
- (3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is

controlled or owned directly or indirectly by the county official or employee.

(I) **“Official Act” or “Official Duties”** means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

Section One.

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

Section Two.

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

Section Three.

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

Section Four.

Seek to find and employ more efficient and economical ways of getting tasks accomplished.

Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven.

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine.

Expose corruption wherever discovered.

Section Ten.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:

Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.

Section Eight.

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

Section Nine.

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

Section One. Compliance with Applicable Law.

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of

the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

(B) Barrow County shall not enter into any contract involving services or property with a County Official or Employee or with a business entity in which the County Official or an Employee has an interest. Provided that the disclosure and abstention provisions set forth herein are followed, this paragraph shall not apply to the following:

- (1) The designation of a bank or trust company as a depository for county funds;
- (2) The borrowing of funds from any bank or lending institution which offers competitive rates for such loans;
- (3) Contracts entered into with a business which employs a consultant, provided that the consultant's employment with the business is not incompatible with this Ordinance;
- (4) Contracts for services entered into with a business which is the only available source for such goods or services; and
- (5) Contracts entered into under circumstances that constitute an emergency situation, provided that a record explaining the emergency is prepared by the Board and submitted to the Chief of Operations (or his/her equivalent) to be kept on file.

Section Three.**Financial Disclosures.**

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four.**Zoning Application Disclosures.**

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A. § 36-67A-1, et seq., as it may be amended from time to time.

Section Five.**Disclosures Related to Submission of Bids or Proposals for County Work or Contract.**

Persons submitting bids or proposals for county work who have contributed \$250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six.**Withholding of Information.**

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

Section Seven.**Incompatible Service.**

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless

otherwise permitted by law and unless public disclosure is made.

Section Eight. Unauthorized Use of Public Property.

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

Section Nine. Political Recrimination and Activity.

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) *Seeking elective office.* A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a

request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

- (2) *Political campaign involvement.* A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.
- (3) *Solicitation of contributions.* A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

Section Ten.

Appearance Before County Entities.

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.

Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve. Solicitation or Acceptance of Gifts.

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

- (1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.
- (2) An occasional gift from a single source of \$101.00 or less in any calendar year.
- (3) Ceremonial gifts or awards.

- (4) Gifts of advertising value only or promotional items generally distributed to public officials.
- (5) Awards presented in recognition of public service.
- (6) Reasonable expenses of food, travel, lodging and scheduled entertainment for a meeting that is given in return for participation in a panel or speaking engagement at the meeting.
- (7) Courtesy tickets or free admission extended for an event as a courtesy or for ceremonial purposes, given on an occasional basis and not to include season tickets of any nature.
- (8) Gifts from relatives or members of the County Official or Employee's household.
- (9) Honorariums or awards for professional achievement.
- (10) Courtesy tickets or free admission to educational seminars, educational or information conventions or other similar events.

Section Thirteen. Disclosure of Interest.

Any member of the Board who has a financial or personal interest in any proposed legislation or action before the Board shall immediately disclose publicly the nature and extent of such interest.

Any other County Official or Employee who has a financial or personal interest in any proposed legislation or action before the Board and who participates in discussion with or gives an official opinion or recommendation to the Board in connection with such proposed legislation or action shall disclose publicly the nature and extent of such interest.

Section Fourteen. Abstention to Avoid Conflicts of Interest.

- (A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.
- (B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.
- (C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

- (A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.
- (B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:

- (C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on The effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;
- (D) One appointee of the Barrow County Personnel Review Board; and
- (E) One appointee of the Barrow County Board of Commissioners, which appointee Shall be selected by a majority vote of the Board of Commissioners.

Section Two. **Appointment Procedures.**

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made

In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

Section Three. **Qualifications of Members of Board of Ethics.**

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

- (A) Resides in the County and is a registered voter;
- (B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment
Or be the spouse, parent, child or sibling of an Employee or County Official;
- (C) Is not an officer or employee of any political party;
- (D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

Section Four. **Terms; Vacancies.**

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this

Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

Section Five. **Removal of Member.**

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

Section Six. **Organization and Internal Operating Regulations.**

- (A) Members of the Board of Ethics shall not be compensated.
- (B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.
- (C) There shall be no regularly scheduled monthly or bimonthly meetings of the

Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

- (D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.
- (E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

- (A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.
- (B) To receive and hear complaints of violations of standards required by this Ordinance.
- (C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after at least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.
- (D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.

- (E) To perform any other function authorized by this Ordinance.
- (F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. Counsel.

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. Adherence to the Ethics Ordinance.

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.

Section Eleven. Prohibition Against Certain Conflicting Political Activity.

(A) **Definitions.** The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) **“Member of the Board of Ethics”** means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

(2) **“Political Party”** means a national political party, a state political party, a political action committee, and/or any affiliated organization.

(3) **“Election”** includes a primary, special and general election.

(4) **“Nonpartisan Election”** means:

(a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

(b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character

(5) **“Partisan”** when used as an adjective, refers to a political party.

(6) **“Political Fund”** means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or

anything of value or transfers money or anything of value to any other

fund, political party, candidate, organization, political action committee or other entity.

(7) **“Contribution”** means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in political activity to the widest extent consistent with the restrictions imposed in this Section, which restrictions are imposed for the sole purpose of ensuring neutrality and the appearance of neutrality of the Board of Ethics. Each member of the Board of Ethics retains the right to:

- (1) Register and vote in any election;
- (2) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization or of a similar organization;
- (3) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;
- (4) Attend a political convention, rally, fundraising function, or other political gathering;
- (5) Sign a political petition as an individual;
- (6) Make a financial contribution to a political party or organization;
- (7) Take an active part, as a candidate or in support of a candidate, in a

nonpartisan election;

- (8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;
- (9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and
- (10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

- (1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.
- (2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:
 - (a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;
 - (b) Organize or reorganize a political party organization or political club;
 - (c) Directly or indirectly solicit, receive, collect, handle, disburse, or

account for assessments, contributions or other funds for a partisan political purpose;

- (d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;
- (e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;
- (f) Become a candidate for, or campaign for, an elective public office In a partisan election;
- (g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;
- (h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;
- (i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;
- (j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;
- (k) Serve as a delegate, alternate or proxy to a political party convention;
- (l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan

candidate for public office or political party office;

- (m) Initiate or circulate a partisan nominating position.
- (3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

Section Twelve. Limitation of Liability.

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

Section Thirteen. Advisory Opinion.

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:

(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavits(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show

affirmatively that the affiant is competent to testify to the matters stated therein.

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

- (C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.
- (D) If the Board of Ethics determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.
- (E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.
- (F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems

Necessary to fulfill its obligations under this Ordinance.

Section Fifteen.

Disciplinary Action.

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

- (1) Written warning or reprimand;
- (2) Suspension without pay;
- (3) Termination of employment; and
- (4) Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

- (1) Written warning, censure or reprimand;
- (2) Removal from office to the extent provided by Georgia law; and
- (3) Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought within ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the

issuance of bonds, notes or other evidence of public obligation under this Ordinance.

- (D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.
- (E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

Section Sixteen. Judicial review.

- (A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.
- (B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.
- (C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service

System, to the extent the County Official or employee may be subject to the Civil Service System.

ARTICLE SIX: MISCELLANEOUS

Section One.

Severability.

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Two.

Repealer

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

Section Three.

Effective Date.

The effective date of this Ordinance shall be July 1, 2004.

AMENDED:

Article Five, Section 1, Subparagraph (A) January 25, 2005

Article Five, Section 6, Subparagraph (C) January 8, 2008