



**HALL COUNTY**  
 GEORGIA  
*We have it all in Hall*

# Hall County Government

FINANCIAL SERVICES  
 PURCHASING DIVISION

STATE OF GEORGIA  
 COUNTY OF HALL

CONTRACT # 031-45

For the provision of

## EMERGENCY MEDICAL PHARMACEUTICAL SUPPLIES & SERVICES

POST OFFICE DRAWER 1435  
 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR  
 Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR  
 Elizabeth White

PURCHASING MANAGER  
 Andy Penick

### ARTICLE #101 – INTRODUCTION

This Contract for EMERGENCY MEDICAL PHARMACEUTICAL SUPPLIES & SERVICES is made and as entered into as of the last date of signature below (execution date), is by and between Hall County, Georgia, (hereinafter "County") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Northeast Georgia Medical Center, Inc. (hereinafter "Hospital"), principally located at 743 Spring Street Gainesville, GA 30501.

**WHEREAS** Hospital is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Emergency Medical Pharmaceutical Supplies & Services (hereinafter "Services") in the State of Georgia. County and Hospital are known individually as a "Party" and collectively as the "Parties", and

**WHEREAS** Hall County Fire Rescue EMS located at 470 Crescent Drive, Gainesville, Georgia, 30501 operates ambulance and emergency response services within the County and is duly licensed under the laws of the State of Georgia to do so, and employs personnel who have been certified by the State of Georgia, Department of Human Resources, as Emergency Medical Technicians ("EMTs") and Paramedics, in accordance with Georgia law, and

**WHEREAS** County desires to purchase Emergency Medical Pharmaceutical Supplies & Services including; Pharmaceuticals, Prescription Drugs, Narcotics, Certain Intravenous Solutions, Medications, and certain Schedule I, II, III, IV or V Controlled Substances (herein "Drugs"), and delivery materials to administer said Drugs, as described on Attachment 1 – List of Medications which have been approved by the State Medical EMS Director that can be administered by currently and duly certified Emergency Medical Technicians, Advanced EMT or Paramedic in accordance with the Georgia Controlled Substances Act (O.C.G.A. 16-13-20 et. seq.), and under Approval by Food and Drug Administration as prerequisite to sale of controlled substances and dangerous drugs for resale; to stock its Fire Rescue EMS Ambulances and other Emergency Response Vehicles; as needed, pursuant to the order of a physician duly licensed by the State of Georgia, and

**WHEREAS** the Hospital represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Medications and Services to the County, and the County has relied on such representation, and,

**WHEREAS** the Parties mutually desire to enter into this Contract to document the provision of Services by the Hospital to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties, and

**WHEREAS** Nothing contained in this Contract shall be construed to convert the Hospital or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

**WHEREAS** any attached documents, exhibits, attachments, or references are all incorporated herein by reference;

Contract for Services

Exhibit A – Mandatory Bid Response Sheet

Exhibit B – This Document

Exhibit C – N/A

Exhibit D – W-9 (N/A – Established Vendor)

Exhibit E – Mandatory E-Verify Affidavit

Exhibit F – Mandatory Ethics Affidavit

Attachment 1 – List of Medications Revised 11-08-2024

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. Representations:

- a. County represents and warrants that it shall operate in Hall County, Georgia ambulance and emergency response vehicles duly licensed under the laws of the State of Georgia and that upon the execution hereof and the reasonable request of Hospital during the term, hereof, shall provide evidence thereof to Hospital.
- b. County further represents and warrants that during the term of this contract it shall have in its employ Emergency Medical Technicians (EMT), Advanced Emergency Medical Technicians (AEMT), and Paramedics who are County employees duly certified under the laws of the State of Georgia and that it shall provide to Hospital upon the execution hereof and from time-to-time upon the reasonable request of Hospital during the term hereof the names and evidence of the certification of each such Emergency Medical Technician, Advanced Emergency Medical Technicians, and Paramedic under the laws of the State of Georgia.
- c. County further represents and warrants that the intravenous solutions medicines have been approved by the State Medical EMS Director as medications which can be administered by a currently duly certified EMT,

- AEMT or Paramedic and such medications will be administered solely by such,
- d. Subject to all conditions herein contained, and for use solely in connection with the operation of the duly licensed ambulance and emergency response vehicles service, Hospital agrees to sell to County and County agrees to purchase from Hospital upon the execution hereof and compliance herewith, intravenous solutions and medications sufficient to supply the licensed ambulances and emergency response vehicles of County. County agrees to pay Hospital for the intravenous solutions and medications and delivery supplies at fair-market-value not to exceed 7.5% above cost for medications listed on Attachment 1 – List of Medications attached hereto.
  - e. Hospital agrees to invoice County monthly for the medications sold hereunder and that County shall pay Net 30 days from receipt of an accurate and correct invoice.
  - f. County agrees that all prescription drugs shall be subject to the control and access shall be the responsibility of its duly certified employees in accordance with the Controlled Substances Act of Georgia (O.C.G.A. 16-13-20 et. seq.).
  - g. Both Parties agree that this contract may be modified by Amendment to comply should and State or Federal law governing such be changed or modified henceforth.
  - h. County agrees that the intravenous solutions and medications shall be administered only in connection with the operation of duly licensed ambulance service and only by currently certified Emergency Medical Technicians, Advanced Emergency Medical Technicians, or certified Paramedics, pursuant to the order of a physician duly licensed by the State of Georgia as the same may now exist or hereafter be amended and the laws, rules, and regulations of the Federal Government as the same may now exist or hereafter be amended.
  - i. County and Hospital agree that Hospital shall have no obligation to make the sales referenced herein if any of the representations and warranties herein set forth are not continuing and correct during the term of this contract.
  - j. Parties agrees that a copy of this contract must be filed with the Georgia Drugs and Narcotics Agency. County shall be responsible for such filing.

## **ARTICLE #102 – CONTRACT**

**Definitions:** The terms “Contract”, “Memo of Understanding”, “Memo of Agreement”, “Agreement” shall mean one and the same for the purposes of this contract.

**Licenses:** County warrants that it is duly certified to operate Ambulances and other Emergency Response Vehicles under the Laws of the State of Georgia and will present such authorization to Hospital upon request.

**Cost:** Given market and supply volatility, County agrees to pay as compensation cost for items listed on Attachment 1 – List of Medications at reasonable fair-market-value not to exceed 7.5% above cost for medications listed on Attachment 1 – List of Medications attached hereto.

**ARTICLE #103 – NOTICES**

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following persons:

**COUNTY PROJECT MANAGER**

Division Chief Bobby Ogletree  
Hall County Fire Rescue  
EMS Division  
470 Crescent Drive  
Gainesville, GA  
bogletree@hallcounty.org  
Ph: (770) 530-5164

**COUNTY ISSUING OFFICER**

Andy Penick  
Purchasing Manager  
Hall County Purchasing Division  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
apenick@hallcounty.org  
Ph: (770) 531-4939

**HOSPITAL'S CONTACT INFORMATION**

Name: Melissa Frank

Title: Executive Director of Pharmacy

Company Name: Northeast Georgia Medical Center, Inc.

Physical Address: 743 Spring Street NE

City, State, ZIP: Gainesville, GA 30501

Email: melissa.frank@nghs.com

Phone: 770-219-7612

**With a copy to:**

**Northeast Georgia Medical Center, Inc.**

ATTN: Legal Department

743 Spring Street NE

Gainesville, GA 30501

Notice shall be deemed given upon (1) the date of delivery in person or (2) three business days after depositing same in the mail using USPS, return receipt requested.

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

The Contract is not exclusive. The County reserves the right to select other Hospitals to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Hospital fail to perform. The Hospital reserves the right to provide the Services similar to those described in this Contract to other parties.

**ARTICLE #105 – CONTRACT TERM**

The term of the Contract shall be for one (1) initial year from January 10, 2024 (the "Effective Date"). The parties may thereafter mutually elect to renew the agreement in one (1) year increments up to four (4) times by executing a renewal agreement prior to the expiration of the current term

## **ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION**

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

## **ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE**

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including but not limited to termination of this Contract. Additional provisions are:

### **A. Delay or Impossibility of Performance.**

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided; however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

**Definition:** The term "force majeure" as defined in Black's Law Dictionary is "an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled."

**B. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

**C. Transition Cooperation with the County and Cooperation with Other Hospitals.** Hospital agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Hospital. Further, Hospital shall not engage in any act that will interfere with the performance of work by any other Hospital(s).

## **ARTICLE #108 – TERMINATION PROVISIONS**

Either party may terminate this Contract for any reason by providing thirty (30) days written notice to the other Party at any time. Should this Contract terminate prior to the date of automatic termination, Hospital shall provide the County with all deliverables up to the date of termination and the County shall pay the Hospital for all products or medications in compliance with the terms of this Contract up to the date of termination.

A. Hospital and County agree that this contract shall be terminated as follows: Immediately upon the termination of the license of County for the operation of emergency ambulance service in Hall County, Georgia;

B. Subject to (a) above Hospital and County agree that the following shall result in termination hereof if uncured within thirty (30) days from the date of written notice thereof:

1. The violation of any law, rule or regulation now existing or hereafter in force governing the administration of the intravenous solutions or the medication, which are the subject hereof, by County or any of its employees, except that where the continuation hereof during said thirty (30) day period shall amount to a continued violation, in which event performance hereunder may be suspended by either party until final termination or cure.

2. Upon any representation as set forth in this Agreement ceasing to be true; except that performance hereunder may be suspended by either party during said thirty (30) day period until final termination or cure.

3. Upon the uncured default of any material requirements of this Agreement of either party hereto of any of its obligations as contained herein, said termination to be at the written election of the non-defaulting party within thirty (30) days after the discovery of the breach.

4. Upon a Party becoming insolvent, making a general assignment for the benefits of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has would up or liquidated, voluntarily or otherwise.

**Notice of Default.** If either Party defaults of any of its obligations hereunder, then the non-breaching Party shall issue a written Notice of Default to the breaching Party requesting that the breach or noncompliance be remedied within thirty (30) days or any other reasonable period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may: immediately terminate the Contract for default without additional written notice; and/or seek any and all legal or equitable remedies available to the non-breaching party

C. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Hospital in the event of any de-appropriation.

D. **Termination due to Failure of Hospital to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:

1. If the Hospital must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

**E. Event of Termination.** Upon termination of this Agreement, neither party shall have any further obligations hereunder except for (1) obligations accruing prior to the date of termination; and (2) obligations, promises, or covenants contained herein which are reasonably intended, by their terms, to extend beyond the term of this Agreement. In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Hospital for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

**F. Hospital's Termination Duties.** Upon receipt of a Notice of Termination, the Hospital shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs.
2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Hospital.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Hospital under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Hospitals during the transition period between the Notification of Termination and the substitution of any replacement Hospital.
5. Hospital is to immediately return any payments made by the County for goods and services that were not delivered by the Hospital.

**G. RESERVED**

#### **ARTICLE #109 – RESPONSIBILITY**

Each party agrees to be solely responsible for its negligent acts or omissions in the performance of its activities hereunder and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law. The parties agree that this section is only a statement setting forth the limited responsibility of each party for its own acts of negligence, and is not and shall not be construed as any contractual or other obligation to defend, indemnify, or hold harmless the other party or any third party.

#### **ARTICLE #110 – ASSIGNMENT AND DELEGATION BY HOSPITAL**

Neither Party shall assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the other Party.

#### **ARTICLE #111 – USE OF THIRD PARTIES (RESERVED).**

#### **ARTICLE #112 – ENTIRE CONTRACT**

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

#### **ARTICLE #113 – SEVERABILITY**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of

this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid. However, both Hospital and County covenant and agree that at all times the provisions of this contract are to be in accordance with and subject to all Federal, State and County laws and regulations relating to the subject matter hereof and that any amendment thereto shall constitute an amendment herein.

#### **ARTICLE #114 – RECORDS**

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Hospital shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least four (4) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

#### **ARTICLE #115 – ADDITIONAL TERMS**

The County shall not be bound by any terms and conditions included in any Hospital's sales-orders, literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

#### **ARTICLE #116 – WAIVER**

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

#### **ARTICLE #117 – HOSPITAL AND COUNTY RIGHTS AND OBLIGATIONS**

- A. The County has the right at any time to require the Hospital to stop delivery of any intravenous solutions and medications considered by the FDA, or reasonably adjudged by the County, to be hazardous or toxic to persons, buildings, or surfaces. The Hospital will utilize acceptable substitutes approved by both Parties as quickly as possible. In the event of such replacement, Hospital shall notify County of any resulting replacement.

#### **ARTICLE #118 – INSURANCE REQUIREMENTS**

The Hospital must procure and maintain insurance policies at the Hospital's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The policy must protect the Hospital and the County from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract. The Hospital must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or



destruction of property caused by or arising from any and all services carried on and any and all work performed by the Hospital pursuant to this Contract:

**Workers Compensation Insurance: Required for all contracts.**

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

**General Liability Insurance: Required for all contracts.**

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

**Commercial Auto Liability Insurance: Required for all contracts,** except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- \$1,000,000 Combined Single Limit Or \$500,000 per Person/\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy.

**Umbrella Liability Insurance: Required for all contracts.**

\$1,000,000 per Occurrence

**Additional Provisions: Required for all contracts.**

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

**Professional Liability Insurance (Errors & Omissions):** Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate

- If written on a claim's made policy, the policy must be maintained for at least two (2) years after the completion of the work and/or contract.

**Builders Risk (Not Applicable):**

At all times during this Agreement, County shall maintain the following: (a) Commercial General Liability insurance and applicable professional liability insurance in the amount of not less than \$1,000,000 per claim/\$3,000,000 aggregate per year (b) Worker's Compensation Insurance for the employees of all of their respective contractors and subcontractors with minimum limits of \$1,000,000.

**ARTICLE #122 – COUNTY PAYMENT TO HOSPITAL**

- A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Hospital. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Hospital's representative as specified by Hospital. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Hospital.

The Hospital shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement date. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a PO will not be considered for payment. Hospitals are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Hospital for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*.

**B. Invoice/Payment**

1. Hospital shall invoice the County via email each month solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) Invoice amounts shall not exceed the Hospital's pricing set forth in *ATTACHMENT 1 – LIST OF MEDICATIONS REVISED 09-11-2024*.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Hospital's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued. Standard payment terms are net 30 days (N30) in arrears from the date the undisputed invoice is received, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

3. The Hospital shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

**C. Unsatisfactory Performance/Delay of Payment**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Hospital. Hospital agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Hospital fails to timely correct the

deficiency(ies), the County reserves the right to terminate the Contract pursuant to **ARTICLE #108 – TERMINATION PROVISIONS.**

**D. Set-Off Against Sums Owed by the Hospital.** If the Hospital owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Hospital against any sum owed to the Hospital, in the County's sole discretion.

**E. Final Payment.** Hospital shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

#### **ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (Not Applicable)**

#### **ARTICLE #124 – RETAINAGE (Not Applicable)**

#### **ARTICLE #125 – VENUE AND GOVERNING LAW**

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. Should either party bring a legal suit to enforce the terms of this Contract, including suit in equity, the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

#### **ARTICLE #126 – NOTICE OF INTENT TO LITIGATE**

Each Party hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the other Party of the claim and the intent to initiate a civil action.

#### **ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)**

A. By signing this Contract, the Hospital certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws including, but not limited to, 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011 regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Hospital will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Hospital further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) from any sub-Hospital providing services pursuant to this Contract.

#### **ARTICLE #128 – ORDER OF PRECEDENCE**

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract, the order of precedence shall be as follows:

1. Any amendments to the Contract, including all exhibits thereto.
2. The Contract itself, including all exhibits thereto.
3. Attachments appended to the Contract.

4. All other Contract attachments appended to the Contract.

#### **ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS**

The Parties mutually acknowledge that all exhibits and attachments listed below made a part of this Contract are herein incorporated into this Contract by reference.

#### **ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Hospital understands and acknowledges that they are responsible for any sales and use tax they may incur. The Hospital will not charge the County any sales and use tax as a separate line item, as required by law as long as the County provides the required documentation to Hospital. The County will send the Hospital a copy of the County's Georgia Sales and Use Tax Exemption Certificate upon signing the Contract.

#### **ARTICLE #131 – HOLD HARMLESS AGREEMENT**

Intentionally Omitted.

#### **ARTICLE #132 – NOT A JOINT VENTURE**

Hospital shall be engaged by County as an independent contractor to provide services in accordance with the terms and conditions hereof. Hospital accepts engagement as an independent contractor on the terms and conditions stated herein. Nothing in this Agreement will create any association, partnership, joint venture or employer-employee relationship between the parties. Neither Party will hold itself out as an agent or employee of the other party nor make any statements, representations, or commitments of any kind, or take any action purported to be binding on the other party.

#### **ARTICLE #133 – CONTRACT TERMS AND CONDITIONS**

1. The County represents that all purchases will comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. Reserved
3. The terms "Hospital", "vendor", "bidder", "offeror", "Hospital", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Hospital" for goods and "Hospital" for services.
4. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted as "goods" and shall mean one and the same.
5. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
6. The Hospital shall transfer and deliver all goods or services described on the respective PO for the consideration set forth herein.
7. The Hospital shall only deliver goods and services as described on the respective PO and within the Scope of Work and the Hospital's bid response.
8. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.

9. The Hospital shall not construe any verbal consent to purchase goods or services as valid.
10. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement, unless mutually agreed in writing by both Parties.
11. The County does not accept automatic contract renewals except for monthly subscription services.
12. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
13. The County will accept backorders if goods are out of stock and with prior written notice. If the medications are out of stock or low stock, Hospital shall allocation such product among its customers in its absolute discretion.
14. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
15. Deliveries go to the ship-to addresses listed on the PO. The Hospital must follow instructions if multiple ship-to addresses exist on the PO.
16. The County shall have the right to inspect and reject all goods and services, if they are non-conforming or deficient, at the time and place of delivery.
17. Title to the goods shall remain with the Hospital until acceptance by the County.
18. The Hospital warrants that goods are merchantable, and the Hospital has a legal right to deliver the goods and services and as described herein.
19. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
20. The County represents that this issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
21. All goods and services supplied pursuant to a PO shall, unless otherwise stated, conform to all the descriptions, specifications, exhibits, and attachments contained in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
22. The Hospital certifies that to the best of its knowledge it and its suppliers have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
23. The Hospital certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
24. Goods are Free-On-Board (F.O.B.) destination and freight. Shipping and delivery shall be pre-paid and added to the invoice as a separate line item. The Hospital shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Hospital incurs.
25. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.



**HALL COUNTY**  
G E O R G I A  
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**Hall County Government**  
FINANCIAL SERVICES

**EXHIBIT E**  
**MANDATORY E-VERIFY AFFIDAVIT**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t 770.535.8270 | f: 770.531.6711

**INTERIM DIRECTOR**  
Taylor Samples, CPA

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1238054

Federal Work Authorization User Identification Number

Date of Authorization

Northeast Georgia Medical Center, Inc.

Name of Contractor

Emergency Medical

Name of Project

Hall County, Georgia

Name of Public Employer

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

Executed on December 20, 2024 in Gainesville (city), GA (state).

Signature of Authorized Officer or Agent

John Kueven, COO

Printed Name and Title of Authorized Officer or Agent

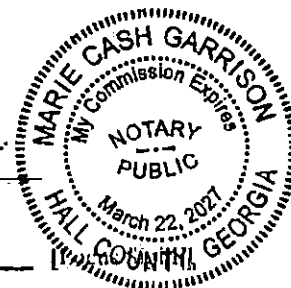
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 20<sup>th</sup> DAY OF December, 2024

Marie Cash Garrison

NOTARY PUBLIC

My Commission Expires: 3/22/2027





HALL COUNTY  
GEORGIA  
*We have it all in Hall*

# Hall County Government

## FINANCIAL SERVICES

### EXHIBIT F MANDATORY ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County - Ethics.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR  
Taylor Samples, CPA

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
- F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.
- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.

- H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.
- I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.
- K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.
- L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.
- M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1 (Exh. A))



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

Executed on December 20, 2024 in Gainesville (city),  
GA (state) 30501 (Zip Code)

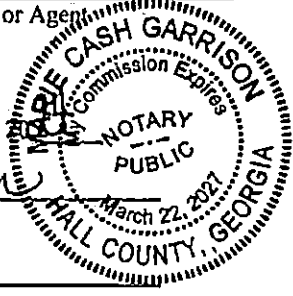
[Signature]  
Signature of Authorized Officer or Agent  
John Kueven, COO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 20th Day of December,

Nanci Cash Garrison  
NOTARY PUBLIC



My Commission Expires: 3/22/2027

[Locus Sigilli]

**ATTACHMENT 1**  
**AGREEMENT BETWEEN NORTHEAST GEORGIA MEDICAL CENTER AND HALL COUNTY**

The intravenous solutions and drugs to be supplied by Hospital to County are set forth below:

Adenosine	3 mg / ml	2 ml single dose vial
Albuterol Sulfate Inhalation Solution	2.5 mg / 3 ml	3 ml single dose package
Amiodarone	50mg/ml 3ml	3ml vial
Aspirin 81 mg Chew Tabs	81mg	36 tabs/bottle
Atropine Sulfate Injection	1mg/ml	1ml vial
Atrovent	0.5mg/2.5ml	2.5ml - 30 UD Pack
Brilinta (Ticagrelor tablets)	90mg	100 UD pk
Calcium Chloride Injection	100 mg / ml	10 ml syringe
Charcoal Aqua (Insta-Char)	50G/240ml	Each
Dextrose Injection	50%	50 ml syringe
Diltiazem FT vial	5mg/ml	5ml
Diphenhydramine Hydrochloride Injection	50 mg / ml	1 ml vial
Dopamine Hydrochloride and 5% Dextrose	1600 mcg / ml	500 ml intravenous bag
Epinephrine Injection 1:10,000	0.1 mg / ml	10 ml syringe
Epinephrine Injection 1:1000	1 mg / ml	10 ml multiple dose vial
Furosemide Injection	10 mg / ml	4 ml single dose vial
Glucagon Injection	1 mg	Powder with dilutant
Heparin Injection	5,000un/ml	1 ml vial
InstaGlucose Gel	Glucose 15	3x31gm
Ketorolac	30 mg/ml	1 ml single dose vial
Labetalol Injection	5 mg/ml	20 ml multi-dose vial
Norepinephrine	4mg/4ml	4ML VIAL
Lidocaine Hydrochloride Injection	20 mg / ml	5 ml syringe
Lidocaine Hydrochloride and 5% Dextrose	2 g / 500 ml	500 ml intravenous bag
Magnesium Sulfate	5 g/10ml	10 ml vial
Methylprednisolone Sod. Succinate	125mg/2ml	2 ml Act-O-Vial
Naloxone Hydrochloride Injection	2mg / ml	2ml LL PFS
Nitroglycerin Tablets	0.4 mg	100 tablet bottles
Ondansetron Injection	2mg/ml 2ml vial	4mg/2ml vial
Sodium Bicarbonate Injection	1 mEq / ml	50 ml syringe
Sodium Chloride Saline Syringe	0.9%	10ml syringe
Sodium Chloride Injection (IV Solution)	0.9%	500 ml intravenous bag
Sodium Chloride Injection (IV Solution)	0.9%	1000 ml intravenous bag
Thiamin Hydrochloride Injection	100 mg / ml	2ml vial
Tylenol 160mg/5ml Children's Liquid	160mg/5ml	120ml bottle
Tranexamic acid (TXA)	1000 mg/10mL	10 mL vials

Dextrose 10%	10%	250ml intravenous bag
Decadron	10 mg / 1ml	1ML VIAL
Fentanyl	100mcg/2ml	50mcg/ml - 2ml
Morphine	10mg/ml	10mg/1ml
Versed	5mg/ml	5mg/1ml
Ativan	2mg/1ml	2mg/1ml vial
Ketamine	100mg/ml	500mg/5ml vial

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Hospital's Full Legal Name Below:

Northeast Georgia Medical Center, Inc.

**HALL COUNTY, GEORGIA**

By: 

By: \_\_\_\_\_

Print Name: John Kueven

David Gibbs, Chairman  
Hall County Board of Commission

Title: Chief Operation Officer

Date: \_\_\_\_\_

Sworn to and subscribed before me this

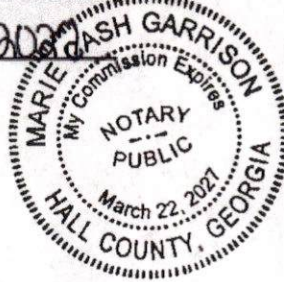
Attestation: \_\_\_\_\_

20<sup>th</sup> Day of December, 2024.

Board of Commissioners Clerk

Notary Public: 

Notary commission expires: 3/22/2027  
[Locus Sigilli - Seal or Stamp]



APPROVED AS TO FORM



Nathaniel R. Anderson,  
Senior Assistant County Attorney