

**NORTH CAROLINA**

**AGREEMENT FOR SERVICES**

**CHATHAM COUNTY**

**THIS AGREEMENT FOR SERVICES (this "Agreement")**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **Chatham County**, a body politic and corporate of the State of North Carolina, whose address for notices hereunder is Post Office Box 1809, Pittsboro, North Carolina 27312, (hereinafter referred to as the "County"), and **Chatham County Rescue Squad of Siler City, Inc.**, a North Carolina nonprofit corporation located in Chatham County, whose address for notices hereunder is Post Office Box 542, Siler City, North Carolina 27344, (hereinafter referred to as "the Squad");

W I T N E S S E T H:

**WHEREAS**, G.S. 160A-487, authorizes the County to provide funds for ambulance and rescue services, including the acquisition of capital equipment, the maintenance of such equipment, and the financing of operations; and

**WHEREAS**, the Squad is an incorporated, non-profit volunteer rescue squad organized under the laws of the State of North Carolina; and

**WHEREAS**, the Squad has represented to the County that it is capable of providing ambulance and rescue services to the portion of Chatham County hereinafter defined; and

**WHEREAS**, the County desires to assist the Squad and to provide financial and other assistance as set forth herein in order to augment and improve the quality of rescue and ambulance services provided to the citizens of Chatham County;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, the County and the Squad agree as follows:

1. The County agrees to assist the Squad's financial operation with County funds to be paid monthly to the Squad according to the percentage of calls answered as hereinafter set forth. The amount of funds available to be paid by the County to the Squad will be decided by the County each year during the County's budget process.
2. The Squad agrees to furnish, at a minimum, one equipped crash/rescue vehicle, and the necessary trained personnel to provide rescue services in the Squad's Response District (the "Response District") as hereinafter defined, and to provide assistance to FirstHealth of the Carolinas with patient care.

The Squad's Response District is defined as follows:

The Central Chatham Fire District will function as the Squad's Primary Response District for medical first response. Other services and support shall be provided in the Primary Response District as follows:

- Technical Rescue services such as auto/industrial/farm machinery extrication, search and rescue, and water rescue
- Large scale incident rehabilitation services for responders to include medical monitoring, rehydration, and safety surveillance. (NFPA 1500 Standards)

The following Chatham County Fire District (or portions thereof) will function as the Squad's Secondary Response District or Automatic Aid Area: Bennett #5, Bonlee #6, Silk Hope #7 & #13, Siler City #9, and Staley #7 (Chatham County portion). The Secondary District will include all services and support provided by the Chatham County Rescue Squad which shall include the following:

- Back-up or mutual aid to medical first response calls when the primary provider is busy on another call.
- Back-up or mutual aid technical rescue services such as auto/industrial/farm machinery extrication, search and rescue, and water rescue.
- Large scale incident rehabilitation services for responders to include medical monitoring, rehydration, and safety surveillance. (NFPA 1500 Standards)

The fire departments are the primary responders in these districts.

3. The Squad agrees to provide all equipment and personnel needed to meet all emergency medical service standards established by the North Carolina Office of Emergency Medical Services and the Medical Director for County at all times during the term of this Agreement.

4. The Squad agrees to provide first responders who as of the date of this Agreement have attended and participated in a minimum of ninety-six hours (96) hours over a four (4) year period of Emergency Medical Responder/Emergency Medical Technician continuing education and shall complete CPR and skills evaluation annually as prescribed by the North Carolina Office of Emergency Medical Services and the County Medical Director. A roster of "First Responders" and documentation of required training shall be submitted to the County by December 31<sup>st</sup> of each year. The Squad agrees that any "First Responder" not meeting the minimum continuing education requirements shall not be permitted to respond to emergency medical calls for assistance.

5. The Squad agrees to follow the County budgetary process to request funding. Any and all requests must be submitted to the Emergency Operations Director before October 1<sup>st</sup> of each year. The County shall pay the Squad an amount not to exceed the amount approved pursuant to the County budgetary process. The actual amount paid will depend upon the performance of the Squad. It is the County's expectation that the Squad will respond to a minimum of 85% of calls that are dispatched by the County in the Primary Response District, and if so the Squad will be paid 100% of the monthly rate. The number of calls responded to will be based on the confirmed number of radio transmissions. If the 85% expectation is not met, the amount paid will be determined as follows: The number of the calls the Squad responds to in the Primary Response District each month shall be divided by the number of calls the Squad was dispatched during the month in the Primary Response District, determine the percentage of calls the Squad responded to in the Primary Response District that month. The approved budgetary amount will be divided by 12 to get a monthly rate, and that number (the "monthly rate") will be multiplied by the percentage of calls the Squad responds to in the Primary Response District each month calculated as set forth above.

First Response Exceptions: The Squad's response percentages shall not be affected by the failure to respond to first response services to calls in which a healthcare provider is already on scene. Examples include skilled and non-skilled nursing facilities, physician offices, clinics, etc.

6. The Squad agrees to provide the Emergency Operations Director a monthly report on all calls responded to for the previous month. This report must be received by the County prior to issuing payment to the Squad for the previous month. The report shall contain, at a minimum, call dates and times, chief complaints, and services provided by the Squad.

7. The Squad agrees to provide and maintain adequate insurance coverage on all vehicles and personnel as follows:

a. Workers compensation insurance covering all volunteer rescue squad members meeting statutory limits and in compliance with applicable state and federal laws.

b. Comprehensive general liability coverage with minimum limits of \$1,000,000.00 per occurrence combined single limit with bodily injury and property damage coverage. This shall include premises and/or operations; independent contractors; products and/or completed operations; contractual liability; broad form property damage; and an endorsement deleting the standard fellow member exclusion; and to the extent possible all employees or volunteers of the Squad shall also be named insurers.

c. Business auto liability coverage with minimum limits of \$1,000,000.00 per occurrence with combined single limits for bodily injury and property damage coverage. This shall include owned vehicles, hired or non-owned vehicles, and volunteer or employee non-ownership; and an endorsement deleting the standard fellow member exclusion; and to the extent possible all employees or volunteers of the Squad shall also be named insurers.

d. Errors and omissions coverage, including directors and officer's coverage with civil rights coverage included, with minimum limits of \$1,000,000.00 per claim.

e. Umbrella liability coverage with minimum limits of \$1,000,000.00 with underlying coverage of auto liability, general liability, employee's liability and medical malpractice liability.

f. Medical malpractice liability insurance with minimum limits of \$1,000,000.00 per claim.

g. The County shall be included as an additional insured on the general liability, business auto liability, medical malpractice, errors and omissions and umbrella policies. Certificates evidencing such coverage shall be furnished to the County with a requirement that the County receive not less than 30 days' notice in the event of cancellation or modification of any stipulated coverage.

8. The Squad agrees to provide and furnish adequate rescue and emergency medical services according to standards established by the North Carolina Office of Medical Services and the Medical Director for the County.

9. The Squad agrees to defend, indemnify, and hold the County harmless from any loss or damage arising out of the Squad's performance hereunder.

10. It is mutually agreed by and between the parties:

a. That nothing contained herein shall authorize the County to manage, direct or control the operation of the Squad or any of its members, employees, subcontractors, or equipment except as may be expressly authorized and permitted herein. Likewise, nothing contained herein shall authorize the Squad to manage, direct, or control County personnel except as may be provided in this Agreement.

b. That the initial term of this Agreement, shall commence on \_\_\_\_\_, 2017, and, unless terminated as hereinafter provided, end on June 30<sup>th</sup>, 2017. This Agreement shall automatically renew for successive terms of one (1) year each beginning July 1<sup>st</sup> of each year, unless one party provides the other party notice of termination not less than six (6) months prior to June 30<sup>th</sup> of the current contract year.

c. That the Squad shall file with the County a true copy of its Articles of Incorporation, existing SOGs, (certificates of insurance), and by-laws, and shall update the filings with any changes made from time to time; further, the Squad agrees to maintain by-laws which meet all minimum legal requirements necessary to qualify said corporation as a non-profit corporation under the provisions of Chapter 55A of the General Statutes of North Carolina, and Sections 501 (c)(3) and 170 (c)(2) of the Internal Revenue Codes. The Squad further agrees with the County that it will make available to all persons residing in the Primary and Secondary Response District rescue services without regard to sex, race, creed, color, religion, or national origin; and that membership in the Squad will be available to persons residing in its Response Districts without regard to sex, race, color, creed, religion or national origin.

d. That any County funds paid to the Squad will be paid on a monthly basis as provided herein and shall be used exclusively to provide rescue, ambulance and emergency medical services.

e. That the County may inspect all vehicles, books, and accounts of Squad at any reasonable time; it is further agreed that the Squad will submit to the County an annual audit by a Certified Public Accountant in conformity with the existing audit policies of the County and the Local Government Commission. The Squad shall comply with the County budgeting procedures and other procedures provided by State law and will submit budget estimates to the County on standard forms (to be furnished by the County) for purposes of requesting future appropriations hereafter. If requested by the County, all Squad personnel handling funds shall be covered by a blanket fidelity bond. The County shall also furnish the Squad or its Certified Public Accountant guidelines of its blanket fidelity bond. The County shall also furnish the Squad or its Certified Public Accountant guidelines of its existing audit policies as promulgated by the County and the Local Government Commission from time to time.

f. That any Notice or other communication given under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered or five (5) days after have been deposited with the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, to a party at the address provided at the beginning of this Agreement. Either Party may change its address for notices or other communications in accordance with the terms of this paragraph.

g. That the Squad shall provide the County a copy of its annual training report and shall record all equipment in the County's resource tracking system no later than January 31 of each year.

(h) That in the event the Squad dissolves or ceases to provide any medical assistance within the District, all assets will be disposed of in accordance with State law.

(i). That this Agreement may be terminated by either party if the other party fails to perform or otherwise comply with any provision of this Agreement, provided that a party intending to terminate under this provision shall provide written notice of default to the other party specifying the way or ways such party has failed to perform, and termination based thereupon shall be effective fifteen (15) days from receipt of such notice unless the other party cures the default within the aforesaid fifteen (15) day cure period.

j. That this Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof. This Agreement may not be changed or terminated, except as provided herein, and no waiver of compliance with any provision or condition hereof shall be effective unless evidenced by an instrument in writing duly executed by the parties hereto.

k. That this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this Agreement may not be assigned by either party without the prior written consent of the other party.

l. That the failure of either party to exercise any right granted hereunder, to insist upon strict compliance by the other party with its respective obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party to require exact compliance with the terms hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement in their official capacities with legal authority to do so.

**CHATHAM COUNTY**

By: \_\_\_\_\_  
Renee F. Paschal, County Manager

**CHATHAM COUNTY RESCUE SQUAD OF SILER CITY, INC.**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

<p>This instrument has been pre-audited in The manner required by the Local Government Budget and Fiscal Control Act</p> <p>.</p> <p>_____</p> <p>Vicki McConnell, Finance Director</p>
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