STATE OF NORTH CAROLINA : AGREEMENT FOR PROVISION
COUNTY OF WAKE :
OF EMERGENCY MEDICAL SERVICES

THIS AGREEMENT, made and entered into this 1st day of July, 2017 by and between the
COUNTY OF WAKE, a body politic and corporate of the State of North Carolina,
hereinafter referred to as the "County", and TOWN OF APEX, NORTH CAROLINA, a
North Carolina municipal corporation, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, North Carolina General Statutes 143-507 et seq., and 10A NCAC 13P .0201
et seq., required that counties provide for the delivery of emergency medical services
(EMS) systems, and

WHEREAS, the County desires to provide superior emergency medical services
throughout the County, to all County residents and visitors; and

WHEREAS, the Contractor desires to deliver emergency medical services as part of the
County EMS system; and

WHEREAS, the Contractor has been awarded a franchise for delivery of emergency
ambulance service granted by the County’s Board of Commissioners.

NOW, THEREFORE, for and in consideration of the terms, conditions and agreements
hereinafter set forth, the County and the Contractor do hereby mutually covenant and
agree as follows:

Section 1. Term

1. The term of this Agreement shall be from July 1, 2017 through June 30, 2018.

Section 2. EMS System; Exercise of County Responsibilities; Definitions

1. Contractor agrees to comply with Wake County EMS System plan, medical
protocols, operational and administrative procedures adopted pursuant to 10A
NCAC 13P .0101 et seq., policies, procedures and directives promulgated by the
Wake County Director of Emergency Medical Services, and all other applicable
federal, state and local laws, ordinances and regulations.
2. For purposes of exercise of County responsibilities under this agreement, unless otherwise specified, "County" means the Wake County Director of Emergency Medical Services ("Director" or "EMS Director") or his designee.

3. When used in this Agreement, the phrases, "Wake County EMS System" and/or "EMS System" mean a coordinated arrangement of local resources under the authority of the county government (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations. For purposes of this ordinance, this includes (a) that portion of the 9-1-1 emergency telephone system and service that handles requests involving medical assistance; (b) medical activities of first response agencies, including fire service organizations, law enforcement organizations, and other organizations that provide initial response to medical emergencies as an adjunct to their primary service; (c) emergency medical and ambulance services as defined herein; (d) non-emergency ambulance services as defined herein, (e) those hospitals within the county that operate licensed emergency departments, and (f) those activities of the county that are intended to organize, manage, operate, and assure the quality of services provided to residents of and visitors to Wake County pursuant to this Ordinance, and to assure adequate emergency health services in special circumstances including major emergency events, declared disasters, and mass gatherings.

4. "Contracted Services" means those services described in Section 3 of this Agreement; "Non-Contracted Services" are any other services which the Contractor may provide or perform.

Section 3. Services Provided; Conditions

1. The Contractor and County will provide emergency medical services throughout the County through cooperative provision of services consistent with Wake County EMS System standards and the terms of this agreement. The Contractor will provide Emergency Medical Services in the form of staffing and operation of:

   a. Two (2) ambulances 24 hours per day, 7 days per week.

2. In order to expedite response readiness, Contractor and County herewith authorize each to use and/or operate the other's ambulances and employees, and both parties to this Agreement grant the same authority to other contractors who enter in to agreements with the County to provide EMS services.
The Contractor agrees to maintain adequate authorized personnel and equipment required for continued delivery of emergency medical services as described in this agreement in the Contractor's primary service area except during "mutual aid" responses.

3. Contractor agrees that it will obtain express written permission of the Director prior to delivering regular or automatic-aid services in another county. If the other county declines to enter into an automatic aid agreement with Wake County, the Contractor may apply for a franchise for placement of one or more ambulances in that other county, provided that Contractor agrees that it will:

   a. Obtain and maintain a separate system of billing, collecting and accounting that effectively segregates Contractor's activities in such other county from Contractor's activities as set forth in this agreement;

   b. Provide staff and equipment for delivery of all activities in such other county upon which Contractor does not rely for provision of emergency ambulance services pursuant to its agreement with the County for those services; and

   c. Collect and maintain such information and records on a fiscal-year basis that would enable a certified public accountant to audit compliance with (a) and (b) not less frequently than annually, engage such audit services at its own expense, and provide copies of each such audit to the County's Director of Budget and Management Services, Finance Officer, and the EMS Director not later than October 1 of each succeeding fiscal year.

   d. The Contractor agrees that indirect services provided by County (including, but not limited to billing, medical direction and communications services) will not be provided in support of any Contractor activities undertaken in connection with a franchise in another county.

4. For purposes of this section, "regular or 'automatic-aid' basis" means the predetermined or automatic dispatch of a Contractor EMS resource into another county without special request or approval by any Contractor official; "mutual aid" means response provided to another County jurisdiction when that County has depleted its own EMS resources, generally as the result of a major natural, technological or terrorist emergency.

Section 4 – Equipment

1. The County and Contractor acknowledge that County has, at its discretion, provided and maintain ownership of certain equipment, including (but not limited to) defibrillators, CAP devices, 800 MHz radio equipment and patient care report computers, and agrees that it will, at its discretion, continue to purchase and/or replace equipment in the following categories:
a. Category 1 – equipment furnished and/or replaced in all vehicles licensed and used as ambulances by the Contractor.

b. Category 2 – equipment furnished and/or replaced in all vehicles licensed and used as ambulances and/or other vehicles pursuant to this agreement.

c. Category 3 – equipment furnished and/or replaced in select vehicles licensed and used as ambulances, such selection to be established by the County, and/or equipment provided for installation or placement in one or more Contractor stations and/or other operating locations.

2. The County and Contractor agree that 800 MHz mobile and portable radio equipment shall be considered, at minimum, Category 2 equipment and that each such vehicle shall be equipped with one mobile 800 MHz radio and two portable 800 MHz radics. The Contractor agrees to procure and maintain the required 800 MHz radio equipment for any of its ambulances other than those used pursuant to this agreement. The Contractor agrees that it will conduct its primary radio communications activities on County's 800 MHz radio communications system and utilize County's computer-assisted dispatch (CAD) system, including automatic vehicle location (AVL) and in-vehicle navigation (IVN) systems.

3. The Contractor agrees to operate and maintain this equipment in the manner specified by EMS System standards, County standards and manufacturer's maintenance standards and to bear the cost of replacement of such equipment when it is lost or damaged beyond repair. The Contractor agrees to bear the cost of maintenance and repair of such equipment to the extent that such maintenance and repair is not covered by warranty or County-provide maintenance agreement. The Contractor agrees further that, if the County elects to replace equipment, the Contractor will promptly surrender its County-provided equipment upon delivery of its replacement(s). The Contractor agrees that this equipment shall be available for inspection and inventory upon request. Further, the Contractor agrees that upon suspension or termination of the provision of ambulance services, the Contractor will return all County provided equipment in good working order within forty-eight (48) hours after written request by the County to return the same.

4. Beginning with the effective date of this contract, County will allocate the cost of equipment previously provided to Contractor without charge.

5. The Contractor may purchase identical units of this equipment in addition to that furnished by the County for ambulances other than those used pursuant to this agreement, and agrees to operate and maintain such equipment in the manner specified in System standards, County standards and manufacturer's maintenance standards, and to bear the cost of repair of such equipment when it is damaged or needs replacement. If the County elects to replace such equipment, the Contractor agrees to discontinue use of the replaced equipment, whether furnished by County or purchased by Contractor.
6. Contractor agrees to place no medical equipment on an ambulance or other response vehicle that is not approved by the Director or his designee. This includes (but is not limited to) pharmaceuticals and the concentrations/packaging thereof, configuration of medical supplies in cabinets or portable bags, and personal protective equipment.

7. The Contractor agrees that its ambulance service, equipment and the premises designated in the application and all records relating to its maintenance and operation as such, shall be open to inspection by the State or the County or by their designated agents.

Section 5 – Vehicles

1. The County and Contractor acknowledge that pursuant to a Motor Vehicle Lease Agreement entered by and between Wake County and [the Agency] on or about July 1, 2017 the County is the Lessee of the vehicles identified in the Motor Vehicle Lease.

2. From the effective date of this Contract until such time as this Contract is terminated by either party, the Contractor shall have the right to operate the identified motor vehicles for purposes related to this Contract subject to the terms and conditions of this Contract and the Motor Vehicle Lease Agreement.

3. A termination of this Contract for any reason shall also terminate Contractor’s right to operate any of the identified motor vehicles.

Section 6. Communications

1. The Contractor will equip each ambulance with communications equipment required by System standards or state statute, rule or regulation other than 800 MHz radio equipment.

2. The Contractor will provide each base of operations with a minimum of one (1) open telephone line and to register telephone numbers with the County Emergency Medical Services Department, each law enforcement agency within Wake County, and the Raleigh Wake Communications Center. The Raleigh-Wake Emergency Communications Center will provide all dispatching services for medical emergency services under this Contract ("Contract Services").

Section 7. Records

1. The Contractor agrees to maintain full records in connection with all inquiries, complaints and requests related to its provision of medical care, response times, equipment failure and injuries to personnel. The records shall identify the person
contacting the Contractor and the person responding on behalf of the Contractor, the subject matter of the contact, the date and time it was received, the resolution of the matter in question and such other information as the Contractor may deem pertinent.

2. The Contractor agrees to maintain complete financial records in accordance with generally accepted accounting principles with respect to patients, revenues and operation costs. The Contractor will comply with County budgeting procedures, to submit revenue and expenditure reports utilizing the County's chart of accounts at least quarterly, to submit budget documents to the County in an electronic format provided or approved by the County for its budget, and to otherwise comply with state and county budget and purchasing requirements.

3. The Contractor shall respond as quickly as possible to complaints and requests. The Contractor will respond immediately to all complaints or requests which concern an actual or potential health or safety hazard, patient care, or emergency response issue shall be responded to immediately, and will furnish to County's EMS quality control officer via e-mail information about such complaints or requests upon receipt of such complaints and on actions taken in response to the complaint or request. When there have been several serious complaints other evidence exists which, in the County's judgment, casts doubt on the reliability or quality of the ambulance service, the County shall have the right to require the Contractor to report on its performance.

4. Upon implementation of a system-wide complaint tracking and management system, contractor agrees to participate fully in that system as directed by the EMS Director.

Section 8. Open Meetings

The Contractor agrees to comply with the North Carolina Public Meetings Laws as those requirements are set forth in N.C.G.S. Article 33C "Meetings of Public Bodies", Section 143-318.9 through 143-318.18. The Contractor acknowledges that because public funds are used for EMS operations, the public has a continuing interest in Contractor's decision making processes and the provisions of this Article are required by this Contract notwithstanding whether or not such provisions are required by law.

Section 9. Inspection of Records, Equipment and Facilities

1. For purposes of inspection and/or examination of records other than that provided for in System procedures or protocols, upon twenty-four (24) hours' notice, the Contractor agrees that the County may inspect the following at any time during normal business hours in order to ensure compliance with this contract:

   a. Contractor's EMS-related records, except for Contractor personnel records considered confidential by state law;

   b. Contractor' EMS-related premises and facilities; and
c. Contractor's EMS vehicles and equipment

Section 10. Audit; Surety

1. The Contractor herewith authorizes the County to undertake an independent financial audit of the Contractor in order to ensure compliance with this Agreement. The County will provide an audit that incorporates all elements of Exhibit 1, "Information for Annual Audit," attached hereto and incorporated herein, which audit shall include an account-by-account reconciliation of the Contractor's revenues and expenditures to the County's chart of accounts for presentation the County on the last working day of October for the previous fiscal year. The County will provide a pre-audit work session at which the auditor can present information on the prospective audit and respond to questions. Where Contractor is a municipal corporation and is required to perform an annual audit, the requirements of this Section 9 do not apply except to the extent that the requirements of this section exceed what is required by general law. The Contractor shall provide a copy of its annual audit to the County for review.

2. If Contractor provides services or conducts activities in addition to those described in this agreement, Contractor agrees to maintain such accounts and related records in such a way that the auditor will be able to present a separate statement within the audit identifying revenues and expenditures of such additional services, to verify that County funds, materials and equipment are not used to support any services other than those described in this agreement.

3. The Contractor will submit financial records and data to the County's auditor no later than 5:00 PM on August 31 (if August 31 falls on a weekend day, then no later than 5:00 PM on the first business day after August 31) or upon the date of request of the auditor, whichever occurs last. Such financial records and data shall be complete and responsive to Exhibit 1, and shall be presented in the manner and condition described therein.

Failure to submit complete and responsive financial records in the manner specified therein and/or by the deadline imposed above will result in assessment of charges for any extra work required to render Contractor's documents that complete and responsive to Exhibit 1. Additionally, a penalty of one hundred dollars ($100.00) per business day will be assessed against the contractor pending completion of work to be applied toward the cost of the additional work described herein.

In the event that the Contractor believes a submission requested by County's auditor is unnecessary and/or requires an unwarranted expenditure by the Contractor to comply with the request, Contractor may bring such dispute to the attention of County's Finance Director within five (5) working days. If the County's
Finance Director decides that County's auditor's request is necessary, Contractor will immediately comply with the auditor's request at its own expense.

4. In the event that the audit or management letter reveals a reportable and/or material issue(s) with regard to compliance with generally accepted accounting principles, the Contractor shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each such issue, and shall provide periodic reports to the County on progress made in resolution of each such issue. If resolution of such issues requires professional advice on the part of the County's auditor, the Contractor shall bear the cost of such advice.

5. Except in the case of contractors that are municipal corporations, the Contractor further agrees to provide a blanket fidelity bond by a surety licensed in North Carolina designating the County as obligee in an amount at least equal to funds provided by County to Contractor pursuant to Section 11 of this Agreement.

Section 11. Fees and Fee Management

1. The Contractor agrees that the Wake County Department of Emergency Medical Services is the sole authorized provider of emergency medical services in Wake County and that County will bill for and receive all revenues for ambulance transportation resulting from ambulance transportation, including revenues derived from transports performed by Contractor's ambulances pursuant to this Agreement.

2. Contractor may undertake to provide emergency medical stand-by service for special events occurring in Wake County, and may bill directly for and retain revenues related to emergency medical stand-by services.

Section 12. Reimbursements

1. Contractor will prepare and submit an annual budget in accordance with the most current edition of the EMS System Budget Manual, as promulgated by the Director.

2. Contractor's submitted budget will be reviewed and negotiated in accordance with County's procedures.

3. County will reimburse Contractor for 1/12 of the annual budget amount, in advance, on or about the second Thursday of each month. Notification of any change in the payment frequency will be made at least ninety (90) days in advance of the contemplated change. The county will provide reasonable accommodation to insure viable cash flow.
The County will conduct a community subscription program, collect receipts therefrom and retain the subscription fee paid by the subscriber. Any donation made in excess of the subscription from Contractor's former franchise will be forwarded by County to the contractor.

Section 13: Fiscal Responsibility

[THIS SECTION REPLACES AND SUPERSEDES SECTION 13: 'FINANCIAL RESPONSIBILITY']

The Town acknowledges that it is a local government subject to the provisions of N.C.G.S Chapter 159, Article 3, "The Local Government and Fiscal Control Act" and agrees to comply and conform with all provisions of said statute in conducting any budget and financial activities required by the terms of this Agreement.

Section 14: Additional Provisions and Conditions

1. Where Contractor engages in additional business activities beyond the scope of this contract (Non-Contracted Services), Contractor may maintain funds from Non-Contracted Services with funds derived from Contracted Services; however, Contractor shall maintain accounting records of expenses, revenues, and balances for Contracted Services separate from all other business activities. No County provided or subsidized land, building, equipment, or personnel shall be used to support Contractor's Non-Contracted business activities. The County's Office of Budget and Management Services shall have the authority to examine contractor's books and records and to determine if at any time impermissible expenditures or co-mingling of funds has occurred. Determinations of the County's Office of Budget and Management Services shall be final.

2. Contractor agrees to provide such operational and business performance data as required by the Director of Emergency Medical Services, in any format requested.

3. Contractor's Chief and Training Officer will regularly participate in meetings called by the County and its authorized staff members, to include attendance at not less than 85% of scheduled meetings. Contractor will assign appropriate personnel to participate in system-wide equipment and other committee meetings, to include attendance at not less than 85% of scheduled meetings.

4. Contractor will provide external vehicle number markings, not less than six inches (6") in height, and to display such EMS system identification markings as may be prescribed by the County.

5. All personnel (employees and volunteers) assigned to EMS field operations in any manner shall be trained in the incident command system (ICS) as prescribed by
the National Incident Management System and other applicable guidelines. Contractor further agrees that all personnel will participate in County's at-scene personnel accountability system.

6. All personnel (employees and volunteers) assigned to EMS field operations in any manner shall be trained in respiratory protection in accordance with applicable OSHA standards and shall be fit-tested annually for the utilization of full-face and other prescribed respiratory devices. Contractor shall issue to each full-time employee, part-time employee, or volunteer allowed to participated in field EMS operations a complete ensemble of personal protective equipment as specified by County. Such ensemble to include rescue/fire-ground ensemble and chemical protective ensemble. County shall provide contractor with specifications for each ensemble or request.

7. Prior to hiring EMS personnel, the hiring Contractor or County will conduct an appropriate background investigation of any candidate for employment. For the term of this Contract, both parties agree not to hire any individual for a position related to the provision of emergency medical services if that individual has been terminated by any other party for cause involving behavior of a criminal nature, involving moral turpitude, or for any other reason that demonstrates unsuitability for involvement in emergency medical service delivery in Wake County. County shall conduct fingerprint-based criminal records checks for all EMS system personnel prior to hiring by Contractor, as if Contractor's employee was an employee of County.

8. Both parties will honor any disciplinary suspension imposed by any other party and will not employ an individual subject to such suspension during the period of that suspension.

9. Contractor will maintain appropriate licenses or waivers required by law for blood glucose meters and other regulated medical tests.

10. Contractor will maintain current personnel records in the State of North Carolina Clinical Information System and will provide a complete and correct copy of its roster to County's EMS Office of Professional Development every 90 days and any time a change to the roster is made.

11. Contractor will assign qualified persons to fill necessary members plus one alternate on the Patient Safety Subcommittee of Peer Review, as specified in the EMS Practitioner Disciplinary Policy, at the start of the contract period. Contractor will require that designated members fulfill the assigned responsibilities of the Patient Safety Subcommittee, including regular attendance at meetings.
12. Contractor will ensure completion of Wake County HIPAA training, examination, and confidentiality agreement by all employees or volunteers before allowing an employee or volunteer to provide patient contact or to access to the electronic call reporting system.

13. Contractor will assign all newly hired personnel not already credentialed in Wake County to County’s EMS Recruit Academy for the duration of training prescribed by County’s EMS Training Committee. While undergoing academy training, Contractor’s employees will comply with all County and Academy policies, procedures, requirements, and plans of instruction.

14. Where Contractor is an agency whose principal business is not the delivery of emergency ambulance service, Contractor shall employ advanced life support (Paramedic) personnel whose exclusive and full time responsibility is the provision of emergency ambulance service pursuant to this contract. Rotational assignments where Paramedics are assigned to work other than aboard an emergency ambulance or EMS supervisor vehicle in the Wake County EMS system are specifically prohibited.

15. Contractor will make a good-faith effort to participate in the provision of EMS for special events in the County in addition to the provision of EMS services specified in section 3, paragraph 1 of this Agreement, and will participate in drills, exercises, and other evolutions to enhance the preparedness of the system.

16. Contractor will notify County and all other contract EMS agencies prior to undertaking fundraising activities. Solicitations must inform potential patrons that EMS response is fully supported by tax dollars, revenues, and subscriptions, and those donations are supplemental to support for the current level of EMS response.

17. The Wake County EMS system is a dynamic environment that requires flexibility. Not all operational requirements can be addressed effectively through amendment of this Contract. The Director has the authority to issue Emergency Directives that are binding upon Contractor without inclusion in this Contract. Such Emergency Directives shall be valid for a period of 10 days unless sooner revoked by the Director, during which interval all parties to the Wake EMS System will meet and determine whether the directive will be incorporated in to Wake County EMS System Standard Operating Guidelines Manual or revoked or modified by the Director. Any party aggrieved by an Emergency Directive may appeal, in writing, to the Deputy County Manager with oversight responsibility for the Department.

Section 15. Assignment and Ownership

1. Agreement may not in whole or part be subcontracted, sold, assigned, mortgaged or otherwise transferred without the written approval of the County.

2. In the event that two or more agencies providing Wake EMS System services merge or consolidate, this Contract shall remain in effect only with respect to the successor agency.

Section 16. Severability

If any part of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement.

Section 17. Liability and Insurance

1. The Contractor shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Department, Suite 2900, Wake County Justice Center, 301 S. McDowell Street, P.O. Box 550, Raleigh N.C. 27602:

   a. Workers' Compensation Insurance, with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability $100,000 each accident, $500,000 disease policy limit and $100,000 disease Each Employee;

   b. Commercial General Liability - Combined single limits of no less than $1,000,000 each occurrence and $2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability; and

   c. Commercial Automobile Liability, with limits of no less than $1,000,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and/or are brought on a Wake County site. Contractor will name County as an additional insured on all vehicles operated as part of County's EMS system.

   d. Professional Liability Insurance, applicable to all services provided under this Contract with limits of no less than $1,000,000 each occurrence and
$2,000,000 aggregate. This requirement may be satisfied by providing proof that all employees providing services under this Contract and their activities hereunder are insured under the Commercial General Liability Insurance required by this Contract.

2. All insurance companies must be licensed in North Carolina and be acceptable to the County’s Risk Manager. Insurance Policies, except Workers’ Compensation, shall be endorsed (1) to show Wake County as additional insured, as their interests may appear and (2) to amend cancellation notice to 30 days, pursuant to North Carolina law. Certificates of insurance shall be signed by a licensed North Carolina agent and be amended to show “thirty (30) days’ notice of change or cancellation will be given to the Wake County Risk Manager by certified mail.”

Section 18. Indemnification

To the extent permitted and as limited by North Carolina law, Contractor agrees to fully indemnify and hold harmless the County, its officers, agents, employees, boards, commissions and agencies against all loss, liability, claims or actions for damages to persons or property arising out of omissions of the Contractor, its employees, or agents, or to which the Contractor’s negligence shall in any way contribute. The Contractor agrees to pay the reasonable attorneys’ fees and court costs which the County may incur in defending any such claims or actions. Nothing in this provision is intended to affect or abrogate the County’s governmental immunity or any other affirmative defenses which are otherwise available to it.

Section 19. Amendment and/or Renewal

The County’s Director of Emergency Medical Services is herewith authorized to approve amendments or renewals of this Agreement on behalf of the County when (a) funds have been appropriated by County’s Board of Commissioners for Contracted Services expenditures described in this Agreement, and (b) the terms and conditions of this agreement are not materially changed by such renewal.

Section 20. Termination; Other Penalties

1. In addition to other remedies available in law or equity, violations of any provision of the Contract may result in the imposition of any of the following penalties upon the contractor:

   a. Official letter of admonition to the chief of the Contractor.

   b. Official letter to the chair of the board of directors of the Contractor.

   c. Official letter to the Chair, Public Safety Committee, Wake County Board of County Commissioners.
d. Meeting of the Wake County EMS System Peer Review Committee to make recommendations for further action to the Public Safety Committee or the Board of County Commissioners.

2. In addition to all other rights and powers retained by the County under this Agreement, the County reserves the right to terminate the Agreement and all rights and privileges of the Contractor connected thereto in the event of a substantial breach of its terms and conditions. A substantial breach by the Contractor shall include, but shall not be limited to, the following:

   a. Failure to provide the services promised in the application and Agreement;

   b. Failure to adequately staff the ambulance service;

   c. Failure to provide for adequate staff training, certification and recertification;

   d. Failure to adequately provide and maintain vehicles, equipment and communication systems;

   e. Failure to maintain records required by Section 5 of this Agreement;

   f. Failure to meet standards of reporting, performance, operation or other Wake County EMS System procedure or protocol;

   g. Revocation of any state licensure component;

   h. Material misrepresentation of fact in the application for or negotiation of the Agreement; and/or

   i. Violation of any material provision of the Agreement or any material rule, order, regulation or determination of the County made pursuant to the Agreement;

   j. Attempt to evade any material provision of the Agreement or practice any fraud or deceit upon the ambulance service users or the County government;

3. The County may make a written demand that the Contractor comply with any violation of any provision, rule, order, or determination in, under or pursuant to this Agreement. If the Contractor's violation continues for a period of ten (10) days following written demand without written proof that corrective action has been taken or is being actively and expeditiously pursued, the County may terminate the Agreement.
4. The County may suspend this Agreement prior to termination if, in its sole discretion, the County deems it necessary in order to rectify violations and to effect compliance. Such suspension shall not preclude termination of the Agreement if a violation continues or if a subsequent violation occurs.

5. Pursuant to the authority granted him by the North Carolina Board of Medical Examiners, the Medical Director may suspend for good cause the right to practice of any volunteer, part-time or full-time individual employed by, and/or a member of the Contractor or the right to practice of all of Contractor's volunteers, part- and/or full-time employees.

6. The County reserves the right in its sole discretion to withhold County funds, equipment or other County assistance in order to compel correction of material violations and to effect compliance with the provisions of this Agreement. This remedy is in addition to all other remedies provided in law or equity or under this Contract.

Section 21. Non-Enforcement Not a Waiver; Interpretation

Failure of the County to enforce any of the provisions of this Agreement at any time or to request performance by the Contractor pursuant to any of the provisions of this Agreement at any time shall in no way be construed as a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the County to enforce each and every provision.

Section 22. Applicability of Standards to County

County agrees that, all applicable standards and performance expectations contained in this Agreement shall apply equally to the Emergency Medical Services Division of County's Department of Emergency Medical Services.

Section 23. Failure to Perform

In the event that the Contractor fails to deliver Contracted Services reliably, the Contractor hereby authorizes the County to use Contractor facilities and equipment as needed to maintain the delivery of emergency medical services in the Contractor's primary service area to prevent an interruption to emergency medical service delivery. The County may retain an independent third-party trustee and/or appoint a County internal auditor to evaluate the County's use of Contractor facilities, equipment and resources until the Contractor's ability to resume delivery of reliable service has been resolved. Should damage to Contractor facilities or equipment occur during the County's use thereof, County will be responsible for its repair or replacement.

Section 23. HIPAA Business Associate and Red Flag Rules and Compliance Assurances
1. Privacy Rule

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Wake County Government is a hybrid entity and has designated Wake County Emergency Medical Services as health care component subject to the provisions of HIPAA because its primary functions meet the definition of a covered entity.

If Contractor is not a Covered Entity, it shall execute a Business Associate Agreement with Wake County in the form attached hereto as Exhibit 2.

2. Security Rule

a. Contractor shall carry out its obligations under this Agreement in compliance with the security regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), regarding the security of electronic protected health information ("e-PHI") that is received as a result of the services provided hereunder. In conformity therewith, Contractor will:

   1. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required in the regulations;

   2. Ensure that any agent of either party, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect protected health information; and

   3. Report to the other party any security incident of which it becomes aware within 10 days.


a. Contractor to the extent required by law, shall carry out its obligations under this Agreement in compliance with the requirements of the Identity Theft Red Flag Rules promulgated under the Fair and Accurate Credit Transactions Act of 2003 ("Red Flag Rules") found at 16 C.F.R Part 681.

b. Where required, Contractor agrees to assume the following obligations:
i. To ensure that its activities are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

ii. To have in place policies and procedures to detect relevant Red Flags that may arise in the performance of services.

iii. To ensure that any agent or third party who performs services on its behalf in connection with the other party's covered accounts, including a subcontractor, agree to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

iv. to alert the other party of any red flag incident (as identified by the Red Flag Rules) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the other party of any threat of identity theft as a result of the incident.

4. Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by either party, in its sole discretion, if the party determines that the other party has violated a term or provision pertaining to the party's obligations as a Business Associate, or if the other party engages in conduct which would, if committed by the party, result in a violation of the HIPAA privacy rule, HIPAA security rule, or Red Flag Rules by the other party.

Section 25. eVerify Verification

To ensure compliance with North Carolina E-Verify requirements, Contractor, including any subcontractors employed by Contractor, by submitting a bid, proposal, or response, or by providing any material, equipment, supplies, services, etc., attests and affirms that it is aware of and in full compliance with Article 2 of N.C.G.S. Chapter 64 relating to E-verify requirements.

Section 26. Iran Divestment

By signing this agreement, Provider certifies that as of the date of execution of this Agreement 1) it does not appear on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4 and published on the State Treasurer's website at www.nctreasurer.com/Iran and 2) it will not utilize any subcontractor that appears on the Final Divestment List in the performance of duties under this Agreement.