

**NORTH CAROLINA
RUTHERFORD COUNTY**

RESCUE SQUAD SERVICE CONTRACT

This Rescue Squad Service Contract (hereinafter referred to as the "Contract"), made and entered into this the 1st day of July, 2021, by and between the County of Rutherford, a political subdivision of the State of North Carolina (hereinafter referred to as the "County"), and Hickory Nut Gorge EMS and Rescue (hereinafter referred to as the "Rescue Squad");

WITNESSETH:

THAT WHEREAS, North Carolina General Statutes §153A-250, et. seq., provides that counties may provide for ambulance service in all or a portion of the county by contracting for said ambulance services; and

WHEREAS, the Rescue Squad is specifically exempt from Chapter 10, Article III of the Rutherford County Code pursuant to Section 10-32(b)(1 or 2 or 3) of the Rutherford County Code; and

WHEREAS, the County provides its citizens with such ambulance and emergency medical services through Rutherford County Emergency Medical Services (hereinafter referred to as "EMS"); and

WHEREAS, the Rescue Squad is a non-profit corporation established under the laws of the State of North Carolina and also provides ambulance and emergency medical services in Rutherford County; and

WHEREAS, the Rescue Squad seeks funding from County and County agrees to such funding upon the execution of an agreement permitting County to fulfill its fiduciary obligations to the citizens and taxpayers of Rutherford County; and

WHEREAS, the County and Rescue Squad each desire to enter into this Contract to enable the Rescue Squad to provide ambulance and emergency medical services in Rutherford County as may be specified herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. For their services, County agrees to pay to Rescue Squad an amount as set forth in the Annual Addendum to the Rescue Squad Service Contract attached hereto and made a part hereof. The amount therein shall reflect the annual budget of the County for the Rescue Squad, to be paid as follows: County shall remit to Rescue Squad by the final day of each month the sum equivalent to one-twelfth (1/12th) of the full amount of the annual budget for the fiscal year in effect for the Term as set forth in Paragraph 21 hereinbelow.

In the event Rescue Squad is not be able to perform Contract Services (as defined hereinbelow) for any reason for more than two (2) hours but less than twelve (12) hours in the same calendar day, \$500.00 dollars shall be deducted from their next monthly allocation. In the event Rescue Squad is not be able to perform Contract Services for any reason for more than twelve (12) hours during the same calendar day, \$1,000.00 dollars shall be deducted from their next monthly allocation.

2. Such funds paid to the Rescue Squad by the County shall be used for general maintenance, acquisition and operation of equipment and supplies for the Rescue Squad, and Rescue Squad shall equip, maintain, organize and operate in accordance with requirements set forth in this Contract.
3. The Rescue Squad shall perform such duties and services as provided herein (hereinafter collectively referred to as "Contract Services"), including Light Rescue services and such other rescue services as Rescue Squad are certified and equipped to perform; any emergency medical services at the scene in Rutherford County; and ambulance service to medical facilities in accordance with Rutherford County Emergency Medical Services System Wide Standard Operational Procedures as may be amended from time to time. Rescue Squad shall provide quality emergency medical care to those persons incapacitated due to illness or injury upon their arrival on an incident scene. If first responders are already present and have begun to administer medical care, then the Rescue Squad shall maintain this level of care until either transferred to an EMS ambulance for transport or until the patient falls under the care of the facility to which the patient is being transported, whichever may be appropriate. In the event Rescue Squad or its personnel

is relieved by EMS with personnel of higher level of certification, then Rescue Squad personnel shall continue to assist these persons if requested to do so and shall remain on scene until their assistance is no longer needed. Rescue Squad shall further offer such assistance of law enforcement agencies, fire departments, the Sheriff or Fire Marshall of Rutherford County, or Rutherford County, and the Emergency Management Director upon request of the relevant agency or dispatch by the County.

4. Rescue Squad shall perform Contract Services described herein only as dispatched by the County and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection. The Rescue Squad shall act in complete accordance with and subject to the Rutherford County EMS System Plan (hereinafter referred to as the "System Plan"), being a guideline for operations of the entire EMS System of which the Rescue Squad shall be a part, said System Plan being as approved by the State of North Carolina Office of Emergency Medical Services (hereinafter referred to as "State OEMS") and as may be modified from time to time. The Rescue Squad shall also act in complete accordance with and subject to the Rutherford County Emergency Medical Services System Wide Standard Operational Procedures (hereinafter referred to as the "County SOP's"), being guidelines for day-to-day operations, also as may be amended or modified from time to time. Any and all Contract Services shall be in accordance with requirements established by State OEMS for documentation, format, submission, training and certification of personnel, storage of medical data, and with such other minimum standards set forth in this agreement and all future amendments.
5. Rescue Squad shall provide medical personnel for Standby Events with third parties as needed. A Standby Event shall be events in which the presence of medical personnel may be requested and/or advisable, and may include sporting events, festivals and other special events. Contracts for services for Standby Events shall be between the organizer of the Standby Event and the Rescue Squad directly and not with individual medical personnel. Rescue Squad shall contact the 911 Communications Center both upon arrival at scene of the event and upon departure from the scene of the event to allow visibility of activity to all on duty personnel. All patient encounters at standby events shall be documented per State OEMS requirements and qualifications as noted above in section 4.
6. The following minimal performance standards are agreed upon by the County and the Rescue Squad and are a part of this contract:

(a) Dispatching Protocols

The Rescue Squad shall comply with the Rutherford County dispatching protocols and policies, including the Rutherford County Communications Handbook. Rescue Squad personnel shall contact the Communication Center prior to or during any response by Rescue Squad to any patient call and prior to driving emergency traffic. Furthermore, Rescue Squad shall not cancel RCEMS in route to a call where they are providing Advanced Emergency Medical Technician (AEMT) level of care unless first calling the Shift Supervisor for approval.

(b) Response Time

The Rescue Squad shall maintain OEMS standards of an average response time (time of dispatch until time vehicle is moving) of - 90 seconds or less for all calls dispatched from the 911 Communications Center.

(c) Level of Service

The Rescue Squad shall organize and maintain a minimum of one (1) AEMT unit that shall comply with the applicable terms of the Rutherford County EMS System Plan. The Rescue Squad shall be available for AEMT level of response twenty-four hours daily to the extent possible. If an AEMT level truck is not available, the EMS Shift Supervisor shall be notified immediately at 828-287-6077.

(d) Manpower on Scene

The Rescue Squad shall adopt and follow standard operating procedures that address the appropriate number of credentialed personnel needed on all type of emergency calls, a copy of which shall be provided to EMS. The National Incident Management System shall be used at all incidents to manage personnel.

(e) Training

The Rescue Squad shall maintain the annual minimum standard training requirements set forth by the State OEMS for providing AEMT emergency services provided by Rescue Squad. The EMS Training Officer shall provide a mandatory, annual eight-hour In Service Training for all AEMT personnel operating within the System Plan. Any further local training shall be determined by the EMS Medical Director and/or the EMS Training Officer and communicated to all AEMT providers. All AEMT level personnel shall be approved to function in the County through Rutherford County EMS' Oral Boards process.

(f) Quality Assurance

The Rescue Squad shall perform Quality Assurance/Improvement review on each and every patient chart/report (hereinafter referred to as "PCR") using ESO Software, as required for all AEMT and higher level of care providers. Such Quality Assurance/Improvement review shall be performed by an individual approved by the EMS Medical Director or by the EMS Training Officer. Any and all PCR reports shall be furnished to the EMS Medical Director and/or the EMS Training Officer serving as liaison between Medical Control and all EMS System Personnel upon the request of any one of them.

(g) Capnography

Rutherford County EMS shall require that all AEMT service providers utilize two forms of Capnography including WaveForm and Numeric End Title Co2.

(h) Reports

The Rescue Squad shall keep all records on site for a minimum period of seven (7) years. All State and county required reports and rosters shall be submitted by the requested deadline. The Rescue Squad shall provide a report each quarter to the EMS Director that includes all PCR Quality Assurance flags pertaining to the care and/or treatment of patients under the Rescue Squad's care and all steps taken to correct such matters, including but not limited to the retraining and education of any and all personnel. These quarterly reports shall be due on January 31, April 30, July 31 and October 31 of each year for the previous calendar quarter. Any and all PCR's are to be provided to the EMS Medical Director and/or to the EMS Training Officer upon the request of either of them.

(i) Emergency/Disaster Response

The Rescue Squad shall follow the Rutherford County Emergency Operations Plan when responding to an emergency or disaster.

(j) State of Emergency

The County requests that the Rescue Squad, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Removal; 2) Debris Clearance; 3) Traffic Control; 4) Alert and Notification; 5) Search and Rescue; 6) Evacuation; and 7) other life saving and property protection measures as necessary. All operations shall be in accordance with the Rutherford County Emergency Operations Plan and the Rutherford County Emergency Management Ordinance.

(k) Emergency Medical Services- First Responders

If the Rescue Squad provides Emergency Medical Services assistance, it shall be done in accordance with the rules set forth by the Rutherford County Department of Emergency Services as attached in the First Responder Services Addendum attached hereto and made a part hereof by reference or as they may be amended from time to time.

7. The Rescue Squad agrees to provide mutual and automatic aid services to other emergency services providers within the County of Rutherford in accordance with the provisions of the Rutherford County Fire Communications Handbook. The Rescue Squad understands that other agencies shall maintain their own liability policies and be responsible for their own expenses. The Rescue Squad further understands that it shall be responsible for its own expenses while providing mutual aid to another agency.

8. The Rescue Squad shall provide the Rutherford County EMS Director with quarterly financial statements and reports that include line item revenues and expenses and amounts for which grant funds have been used. The Rescue Squad shall provide the Rutherford County Finance Director with an annual compilation or audit in the discretion of the County, the compilation or audit to be completed by a licensed certified public accountant and to be on a cash basis of accounting in a form acceptable to the County. The Rescue Squad also agrees to use standard line items for accounting as requested by the Rutherford County Finance Department.
9. The Rescue Squad shall provide County a true copy of its Articles of Incorporation, existing Bylaws, IRS letter of determination as to the Rescue Squad's 501(c) status, and any changes made thereto from time to time. The Rescue Squad shall annually provide to the EMS Director, through the notice address herein, a current and complete roster of members of the Rescue Squad from the OEMS database which shall include certification levels and expiration dates, as well as proof of all OEMS required training for all personnel. The roster shall also include contact numbers for the Chief, other officers, and Board of Directors. Also, the Rescue Squad shall provide copy of all completed OEMS vehicle inspection forms for AEMT level of service.
10. The Rescue Squad agrees to furnish to County a certificate of insurance in a form which is acceptable to the County which names County as an additional insured. Such certificate of insurance shall be through a company or entity acceptable to the County, and shall be in the amount of not less than as set forth herein. The said certificate of insurance shall be provided to the County prior to the disbursement of any funds by the County to the Rescue Squad. The amounts shall be:
 - (a) Worker's Compensation
Coverage for all paid and volunteer emergency workers for statutory limits in compliance with applicable state and federal laws.
 - (b) Comprehensive General Liability, Malpractice and Errors and Omissions
Coverage with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate combined single minimum limit for bodily injury liability and property damage.
 - (c) Management or Directors and Officers Liability
Coverage with minimum limits of \$1,000,000 per claim and \$2,000,000 aggregate.
11. The Rescue Squad shall continuously comply with the County SOP's, the System Plan, with regulations of the State OEMS, each as they may be amended from time to time, and with any and all other applicable laws, ordinances, and State regulations pertaining to Emergency Services.
12. The Rescue Squad shall remain in good standing and approved by OEMS, the EMS Medical Director, and by any other licensing authority as required by state law or by the EMS System Plan at all times throughout the Term of this Contract. In the event the Rescue Squad status with OEMS, the EMS Medical Director or any other required licensing authority, be rescinded, revoked, suspended or terminated, Rescue Squad shall have the affirmative duty to notify County in writing delivered to County's Notice Address set forth below within twenty-four (24) hours of the Rescue Squad's receipt of notice of such rescission, revocation, suspension or termination from any such licensing agency. Upon such rescission, revocation, suspension or termination of Rescue Squad's status as an approved agency with any required licensing authority, County shall have the right to immediately suspend any of its obligations under this Contract until such time as the good standing of Rescue Squad with each required licensing agency be restored. In the event Rescue Squad does not restore such good standing within sixty (60) days, County shall have the right to terminate this Contract at any time during such period of suspension.
13. In the event of a liquidation or dissolution of Rescue Squad, all equipment and assets of the County which may be in the possession of the Rescue Squad, if any, shall be returned to the County within thirty (30) days. Further, any funds required to be reimbursed to the County shall be returned to the County within thirty (30) days.
14. This agreement shall become effective as of the first (1st) day of July, 2021.

15. If the Rescue Squad: (a) fails and/or refuses to provide Contract Services as contemplated in the Contract and, after an investigation, the EMS Director or EMS Operations Manager certifies to the County Manager that the Rescue Squad has failed and/or refused to provide Contract Services contemplated in the Contract; or (b) is in breach of this Contract for any other reason; then the County, at the direction of the County Manager, has a right to withhold any and all funds until a resolution is made.
16. This agreement may not be transferred or assigned by the Rescue Squad, nor may the services contracted for herein be subcontracted to other parties.
17. This contract may be terminated by either party upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to termination. Failure of the County and the Rescue Squad to agree upon the amount of funding shall terminate this contract without any advanced written notice.
18. Any notice required herein shall be directed to the parties as follows:

TO THE COUNTY:

County of Rutherford
 ATTN: County Manager
 289 N. Main St, Rutherfordton, NC 28139
 28746
 Phone: 828-287-6045

TO THE RESCUE SQUAD:

Hickory Nut Gorge EMS & Rescue
 ATTN: Chief
 Address: 140 Bills Creek Road, Lake Lure, NC
 Phone: 828-625-1595

19. This document together with any attached exhibits or addenda constitute the entire Contract between the parties hereto and may only be modified or amended by a written mutual agreement signed by all parties hereto.
20. This contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities which are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
21. Any contract between Rescue Squad and a third party, or any services provided by the Rescue Squad to any third party beyond the scope of this Contract, shall not be in competition with County or Rutherford County Emergency Medical Services.
22. The Rescue Squad understands and agrees that it is acting as an independent contractor; neither the Rescue Squad nor its employees, members or personnel shall be deemed or construed to be employees of the County.
23. The Rescue Squad agrees that when it provides service in response to County's request for assistance in providing Non-Emergency Services to a third party facility, the Rescue Squad will bill the facility at the same contract rate as established by the County. The County shall provide the Rescue Squad with copies of all current facility contracts.
24. The Rescue Squad shall indemnify and hold harmless the County from any and all liability and expenses, including attorney's fees, court costs and other costs incurred by the County caused by the negligence of the Rescue Squad, its agents, members, employees and/or personnel.
25. The term of this contract shall be as set forth in the Addendum to the Rescue Squad Contract attached hereto and made a part hereof (hereinafter "Term"). This Term may be extended by execution of the parties hereto of further addenda to this Contract. The parties hereto agree that there is no limit to the number of times this Contract may be renewed or extended in this manner so long as permitted by law and all parties agree thereto.

IN TESTIMONY WHEREOF, the County has caused this Contract to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and the Rescue Squad has caused this instrument to be signed in its name by its President, attested by its Secretary, all by the authorization of its Board of Directors duly given.

RUTHERFORD COUNTY, a municipal corporation

BY: _____
Steve Garrison, County Manager

ATTEST:

Clerk to Board of County Commissioners

This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act.

Paula Roach, County Finance Officer

This form approved by:

Richard P. Williams, County Attorney

Hickory Nut Gorge EMS and Rescue

Chief's Signature: _____

Attest: _____

ANNUAL ADDENDUM TO THE RESCUE SQUAD SERVICE CONTRACT

This Addendum, made and entered into this the 1st day of July, 2021, by and between the County of Rutherford, a political subdivision of the State of North Carolina, hereinafter referred to as the County, and Hickory Nut Gorge EMS and Rescue, hereinafter referred to as the Rescue Squad;

WITNESSETH:

THAT, WHEREAS, the County and the Rescue Squad entered into a County Service District Service Contract on the 1st day of July, 2021 (hereinafter "Contract"); and

WHEREAS, the Contract provides that its terms may be extended by the parties executing an addendum to that effect; and

WHEREAS, the parties hereto desire to extend the Contract as stated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. Pursuant to Paragraph 22 of the Contract, the term of the contract shall be renewed and/or extended to run from the first of July 2021, through the final day of June 2022.
2. The County agrees to pay to Rescue Squad the amount of \$92,202 Dollars which amount shall reflect the annual budget of the County for the designated Rescue Squads, to be paid in accordance with the terms of Section 1 of the Contract.
3. All other terms of the Contract are hereby confirmed.

IN TESTIMONY WHEREOF, the County has caused this Contract to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and the Rescue Squad has caused this instrument to be signed in its name by its President, attested by its Secretary, all by the authorization of its Board of Directors duly given.

RUTHERFORD COUNTY, a municipal corporation

BY: _____
Steve Garrison, County Manager

ATTEST:

Clerk to Board of County Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Paula Roach, County Finance Officer

This form approved by:

Richard P. Williams, County Attorney

Hickory Nut Gorge EMS and Rescue

By: _____
Chief

Attest: _____

FIRST RESPONDER SERVICES ADDENDUM

WHEREAS, Rutherford County and all emergency medical providers, desire to promote better medical care for its constituency;

WHEREAS, that in cases of severe life-threatening illness and/or trauma, the intervention of trained personnel at the earliest possible time can greatly enhance the chances of recovery by the victim therefore let it be

RESOLVED, that Hickory Nut Gorge EMS and Rescue (hereinafter "Rescue Squad"), agrees to become a participating party in the Rutherford County First Responder Program and that the following provisions and conditions shall be in force and that the parties to this understanding agree to abide by the following:

- A. The Rescue Squad shall organize and maintain a first responder unit that shall comply with the applicable terms of the Rutherford County EMS System Plan.
- B. The Rescue Squad shall be available for response twenty-four hours daily to the extent possible, realizing that the number of first responders may be limited.
- C. The Rescue Squad first responders shall respond to the scene of a medical emergency when dispatched by Rutherford County Communications when personnel are available.

This Addendum shall be in effect from July 1, 2021, until such time as either party terminates the agreement upon (30) days written notice to withdraw.

Executed this 1st day of July, 2021,

Signature: _____
Hickory Nut Gorge EMS and Rescue Chief

Date: _____

Signature: _____
Rutherford County EMS Director

Date: _____