

**INTERLOCAL AGREEMENT FOR GCEMS PARAMEDIC TO ASSIST
GPD BEHAVIORAL HEALTH RESPONSE TEAM**

THIS AGREEMENT is hereby made between the **CITY OF GREENSBORO**, hereinafter referred to as “CITY” and the **COUNTY OF GUILFORD, NORTH CAROLINA** hereinafter referred to as the “COUNTY”;

W I T N E S S E T H

This AGREEMENT is made and entered into effective as of the 5th day of May, 2022 by and between the CITY, by and through its elected City Council and the COUNTY, by and through its elected Board of Commissioners, pursuant to N.C. Gen. Stat. Chapter 160A Article 20, Interlocal Cooperation.

WHEREAS, the CITY desires to engage the COUNTY to provide a Guilford County Emergency Medical Service (GCEMS) certified paramedic to provide medical evaluation to distressed citizens during call responses with the Greensboro Police Department’s Behavioral Health Response Team (BHRT) as hereinafter described; that the COUNTY shall be reimbursed for the services of the Community Paramedic as set forth below and through funds awarded to the CITY through a grant set forth in North Carolina House Bill 802 (Session 2021);

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement as set forth in N.C. Gen. Stat. Chapter 160A Article 20, specifically N.C. Gen. Stat. § 160A-461 and the County Board of Commissioners and City of Greensboro City Council have ratified by resolution this Interlocal Agreement between CITY and COUNTY.

WHEREAS, the CITY desires to engage the COUNTY to perform the professional services hereinafter described;

Therefore, the CITY and the COUNTY do mutually agree as follows:

1. Contractual Status. The CITY and COUNTY agree that the COUNTY shall perform the services required of the COUNTY herein set forth;
2. Time and Place of Performance. The term of this Agreement commences on **June 1, 2022** and terminates on **March 31, 2023** for a total of ten months.
3. Compensation. The CITY will reimburse the COUNTY for work performed by a Guilford County Emergency Medical Service (GCEMS) certified paramedic (hereinafter the “Community Paramedic”) to provide medical evaluation to distressed citizens during a call response with the Greensboro Police Department’s Behavioral Health Response Team (BHRT). The City will reimburse COUNTY for the annual cost of a Community Paramedic which is \$47,000 plus 38% fringe (\$64,860) which will be pro-rated over the ten month term of this agreement and be paid out in installments based on the amount of work performed during each of the 4 quarters of this Agreement, to wit June 30, 2022 (for the first one month of services); September 30, 2022 (for three months of services); December 31, 2022 (for three months of services); and March 31, 2023 (for the final three months of services). The services to be performed by the Community Paramedic are described in paragraph 5 of this Agreement below. The amount paid shall not exceed \$54,050.00 (\$64,860.00 annual salary/benefits ÷ 12 months x 10 months). In addition to the preceding amount, the CITY shall pay the COUNTY \$5,000 as an equipment stipend for the Community Paramedic. The \$5,000.00 equipment stipend shall be paid by the CITY within fifteen (15) days of the date this Agreement is executed.

Funding for the services and the equipment stipend will be provided by the North Carolina Department of Public Safety as described in their Memorandum of Agreement and the General Assembly of North Carolina Session 2021 House Bill 802 for the Pilot Support Team Assisted Response Program (“STAR”). The contract is valid based on the availability of awarded grant funds.

4. Scope of Reimbursement. The COUNTY hereby agrees to submit quarterly invoices to the CITY for reimbursement of the services provided by the Community Paramedic. The CITY will review invoices to determine their reasonableness and allow expenditures under the scope of current CITY fiscal policy and the terms of this Agreement. Payments for these quarterly invoices will be made by the CITY to the COUNTY as promptly as possible after submission and review.
5. Scope of Service. The COUNTY will be responsible for providing and assigning the Community Paramedic to accompany Greensboro's Behavioral Health Team which is comprised of sworn Greensboro Police Officers and City mental health counselors to respond to calls for service from Greensboro citizens experiencing a mental health crisis.

COUNTY agrees to provide uniforms, equipment, and all required training to the Community Paramedic. The Community Paramedic will be equipped by COUNTY with a radio that enables the Community Paramedic to have direct radio communications with BHRT members. The Community Paramedic and BHRT officers will work through Guilford Metro 911. As an employee of the COUNTY, the Community Paramedic will abide by all laws, ordinances, codes, license requirement, and regulations required of other certified paramedics employed by the COUNTY. The Community Paramedic will at all times remain an employee of the COUNTY as set forth below. All equipment, uniform and supplies provided to the paramedic as part of the duties required under this agreement shall remain the property of the COUNTY.

6. Invoice. Payments for the services rendered by the Community Paramedic under this AGREEMENT will be made by the CITY to the COUNTY upon receipt of an original invoice from COUNTY which states the amount due and payable pursuant to Paragraphs 3 and 4 of this AGREEMENT.
7. Contract Administrator. Stephanie Moore, Greensboro Police Fiscal Administrator, is designated as the contract administrator for this AGREEMENT. The contract administrator is responsible for monitoring the COUNTY'S performance, approving payment to the COUNTY, and for providing evaluation of the COUNTY.
8. Funding. All terms and conditions of this AGREEMENT are dependent upon and subject to the allocation of the grant funds described above. This AGREEMENT shall automatically terminate if funds cease to be available.
9. Audit of Project Records. The COUNTY's project records pertaining to the Community Paramedic may be audited by the CITY or duly authorized agents of either entity.
10. Taxes. For purposes of this Agreement, the COUNTY shall be considered an independent contractor and, as such, shall be responsible for all income and employment taxes pertaining to the Community Paramedic. The COUNTY agrees to provide the CITY with the COUNTY's correct taxpayer identification number upon the execution of this AGREEMENT. The COUNTY agrees that failure to provide the CITY with a correct taxpayer number authorizes the CITY to withhold 20% of any amount due and payable under this AGREEMENT pursuant to the provisions of the Internal Revenue Code, Title 26, United States Code.
11. Antitrust Laws. This contract is entered into in compliance with all State and Federal antitrust laws.
12. LIABILITY. COUNTY shall operate as an independent contractor for all purposes under this Agreement. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the CITY and either the COUNTY or any employee or agent of COUNTY. COUNTY is an independent contractor and not an employee, agent, joint venture or partner of the CITY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for their own liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any

and all of their individual acts or omissions to the extent allowable by law. Nothing in this Agreement is intended as nor should be construed as waiving any immunity (including but not limited to governmental and/or public officials' immunity) nor any affirmative or other defense to which the CITY and COUNTY may be entitled to raise under Federal or State law. This Agreement does not establish a contractual right to indemnification or contribution between the CITY and COUNTY. Instead, claims for indemnification or contribution, if any, shall be governed by North Carolina law.

13. Choice of Law and Forum. This AGREEMENT shall be deemed made in Guilford County, North Carolina. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Guilford County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
14. Assignment, Successors, Assigns. Without the City's written consent, the COUNTY shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Agreement. Without granting the COUNTY the right to assign, it is agreed that the duties of the COUNTY arising from this contract shall be binding on it and its successors, and assigns.
15. Non-discrimination and Equal Opportunity. It is the policy of the CITY that the CITY opposes discrimination on the bases of race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. During the performance of this Agreement, COUNTY agrees that neither COUNTY nor its employees, agents, or others engaged by COUNTY shall discriminate against any person, whether employed by COUNTY or otherwise, for any basis stated herein. COUNTY further agrees to take affirmative action to ensure that its employees, agents, and others engaged by COUNTY shall be treated equally without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief. In all solicitations or advertisements for employees, agents, or others to be engaged by COUNTY or placed by or on behalf of COUNTY, COUNTY shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, or political affiliation or belief.
16. No Third Party Right Created. This AGREEMENT is intended for the benefit of the CITY and COUNTY and not any other person.
17. Modification. Further modification of this AGREEMENT is not valid unless signed by both parties and otherwise in accordance with requirements of law.
18. Confidentiality. In order to effectively provide the services required by this Agreement, the Parties agree that it will be necessary for the CITY and COUNTY to share and exchange Protected Health Information ("PHI") [as defined by the Health Insurance Portability and Accountability Act ("HIPAA")] of citizens receiving such services (the "Clients"). As the Community Paramedic and members of BHRT meet the HIPAA definition of "covered entities", and pursuant to the authority contained in 45 Code of Federal Regulations § 164.512, N.C. Gen. Stat. § 90-21.20B, the CITY and COUNTY agree to share and exchange Client information pursuant to the procedures and standards set out in HIPAA). This includes information contained in the CITY's case management program and information necessary to report on program metrics. The CITY and COUNTY agree that such PHI will be shared and exchanged between them and their respective employees only to the extent necessary to fulfill the purposes of this Agreement and that all reasonable and necessary precautions will be taken to safeguard the confidentiality of this PHI as required by HIPAA. In addition, information from both CITY and COUNTY may be provided to University of North Carolina at Greensboro (UNC-G) for study and evaluation purposes consistent with the terms of this Agreement. The City, County and UNC-G will enter into a separate Memorandum of Agreement setting forth procedures for sharing of information between CITY and COUNTY with UNC-G that provides for information and data sharing that maintain confidentiality as required by HIPAA.

19. Termination. City, in its sole discretion, may terminate the AGREEMENT in whole or in part if City determines that said termination is in its best interest. Any such termination shall be affected by the delivery to COUNTY of a written notice of termination thirty (30) days before the effective date of the termination. The COUNTY may also terminate this Agreement in part or in whole if it is in its best interest with a written notice of termination thirty (30) days before the effective date of the termination. In the event of termination by CITY under this Section, all obligations of either party which remain unexecuted are discharged except to the extent that any right based upon prior breach or performance shall survive such termination. At the time of termination, COUNTY shall promptly deliver to CITY all services, goods, items and documents for which CITY has paid under this Agreement but which have not been delivered as if this Agreement had not been terminated. CITY shall pay in full for all goods, services completed, and expenses incurred by COUNTY up to and until the time of termination.
20. E-Verify. The COUNTY certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The COUNTY also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.
21. No Investment Activities involving Iran: As of the date of this Agreement, COUNTY certifies that it is not listed on the Final Divestment and Do-Not-Contract List of Restricted Companies created by the State Treasurer pursuant to N.C.G.S. 147-86.80 and that the COUNTY will not utilize subcontractors found on the State Treasurer's Final Divestment and Do-Not-Contract list
22. Israel Divestment. As of the date of this contract, COUNTY certifies that it is not listed on the Final Divestment and Do-Not-Contract List Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the COUNTY will not utilize subcontractors found on the State Treasurer's Final Divestment and Do-Not-Contract list.
23. Entire Agreement. This AGREEMENT, including any exhibits and amendments annexed hereto and any documents incorporated specifically by reference, represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This AGREEMENT may be amended only by written amendments duly executed by the CITY and the COUNTY.

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IN WITNESS WHEREOF, the CITY and the COUNTY have each executed the AGREEMENT, this the ____ day of _____, 2022.

CITY OF GREENSBORO

Taiwo Jaiyeoba
City Manager

WITNESSED and ATTESTED to by: _____
Angela Lord,
City Clerk

COUNTY OF GUILFORD

Michael Halford
County Manager

WITNESSED and ATTESTED to by: _____
Robin Keller,
Clerk to the County Board of Commissioners