

## Franchise Agreement for Ambulance Services

## Guilford County, North Carolina

November 1, 2019

# FRANCHISE AGREEMENT for AMBULANCE SERVICES – 2019

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**THIS AGREEMENT** is made and entered into this <u>1st</u> day of <u>November</u> <u>2019</u>, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY", and PIEDMONT TRIAD AMBULANCE AND RESCUE, INC., a 501(c) (3) non-profit corporation of Guilford County, North Carolina, hereinafter referred to as "FRANCHISEE," and also collectively referred to as the "Parties."

## WITNESSETH:

**WHEREAS**, on October 7th, 1968, the Guilford County Board of Commissioners, by authority contained in N.C.G.S. 153A-250 adopted an ordinance making it "unlawful for any person to provide ambulance service or to operate ambulances within Guilford County without having been granted a FRANCHISE to do so," and,

**WHEREAS,** the FRANCHISEE has requested and desires to renew the Franchise granted to it by the COUNTY on September 21st, 1977, to provide non-emergency and convalescent ambulance service within Guilford County; and,

**WHEREAS,** the FRANCHISEE is required by this Agreement to render its ambulance service in the COUNTY without discrimination and to any persons regardless of economic level or possession of medical insurance coverage; and,

**WHEREAS,** GUILFORD COUNTY has determined it would be in the best interest of the citizens of Guilford County to renew the agreement with the FRANCHISEE due to the integral part they play in the delivery of convalescent and non-emergent services within the county, as well as provide mutual aid assistance to the COUNTY; and,

NOW, THEREFORE, the COUNTY and the FRANCHISEE mutually agree as follows

## NAME AND ADDRESS(ES) OF FRANCHISEE

Piedmont Triad Ambulance and Rescue, Inc. 1422 South Main Street PO Box 534 High Point, North Carolina 27261

The trade name under which FRANCHISEE will operate an ambulance service is:

#### Piedmont Triad Ambulance and Rescue, Inc.

FRANCHISEE'S base(s) of operation will be located at:

Base 6	Base 7
300 Concord Street	901 South Elm Street
Greensboro, NC 27406	High Point, NC 27261

Base 9 2011 Sandy Ridge Rd Colfax, NC 27235 Base 10 600 Huffine Mill Rd. Greensboro, NC 27405

## 1. **DEFINITIONS**

- 1.1. "Agreement" means this written agreement between the COUNTY and the FRANCHISEE evidencing the COUNTY's authorization for the FRANCHISEE to provide ambulance service and describing the terms and conditions of the Franchise, and any amendments, exhibits, or appendices hereto.
- 1.2. "FRANCHISEE" means Piedmont Triad Ambulance and Rescue, INC., d/b/a PTAR.
- 1.3. "Fee" means a monetary unit, payable in US Dollars, approved by the Guilford County Board of County Commissioners for franchisee to operate within the Guilford County system. These fees are subject to change, at the sole discretion of the Board of County Commissioners from time to time.
- 1.4. "Penalty" means a monetary unit, payable in US Dollars, from the franchisee to the COUNTY for violation of performance-based criteria established in this document, and subject to future revision.
- 1.5. "NCOEMS" means the North Carolina Office of Emergency Medical Services, a Division of Health Service Regulation within the NC Department of Health and Human Services
- 1.6. "GM 9-1-1" means Guilford Metro 9-1-1, the consolidated dispatch center for GUILFORD COUNTY and coordination of all ambulance movements and dispatch.
- 1.7. "NCCEP" means the North Carolina College of Emergency Physicians which by state rule is responsible for establishment of the minimum skill performance, equipment, and medications of providers within North Carolina.
- 1.8. "Turnaround Time" is calculated from the time an ambulance is enroute to a call to the time the ambulance is available to respond to another call.
- 1.9. "UHU" is unit hour utilization. This is calculated by taking the number of hours that a unit was assigned to a call and dividing it by the number of hours the unit was staffed.
- 1.10. "Response Time" must adhere to the goals set forth in **Exhibit 3**.

### 2. GRANT OF FRANCHISEE

2.1. Subject to all terms and conditions of this Agreement, and all provisions of the Ambulance Service Ordinance, the COUNTY hereby grants to the FRANCHISEE a non-exclusive Franchise to operate an ambulance service as described herein within the COUNTY, and to use the Rights of Way for that purpose.

## 3. RELIANCE UPON APPLICATION

3.1. In making this renewal of grant of non-exclusive Franchise, the COUNTY has relied on the information provided by the FRANCHISEE in its application, its updates thereof and its current Franchise performance. The FRANCHISEE agrees that all statements, representations and warranties provided in its application are true and correct to the best of the Franchisee's knowledge at the time of submission; and further agrees that the COUNTY's grant of Franchise may be revoked upon discovery of any material misstatement of fact contained therein.

## 4. TERM AND EFFECTIVE DATE OF AGREEMENT

- 4.1. This Agreement shall remain in full force and effect for a period of two (2) years, with the option for a one (2) year renewal, commencing on October 1, 2019, subject, however, to agreement of both COUNTY and FRANCHISEE. FRANCHISEE shall notify COUNTY of its intent to renew this Agreement by giving written notice in accordance with Section 23, titled "Notices" on or before March 1, 2021. Renewal of this agreement shall be on the same terms and conditions as herein set forth with the exception of any temporary waivers granted for some portion of the first term of the agreement.
- 4.2. This agreement supersedes and replaces all previous agreements between the PARTIES, and hereby establishes the provision of services, duties, and responsibilities of the FRANCHISEE.

## 5. SERVICE AREA/ZONES

- 5.1. FRANCHISEE will provide Guilford Metro 9-1-1 dispatched and scheduled convalescent ambulance service in all geographic locations within the boundaries of Guilford County.
- 5.2. The COUNTY has the statutory authority through N.C.G.S. §153A-250 to determine, and limit if necessary, the areas of the County that may be served by each franchised operator.
- 5.3. The COUNTY only has rights to define performance standards within the corporate boundaries of GUILFORD COUNTY, and as such, does not have oversight into FRANCHISEE's performance within other counties. The COUNTY also agrees to only inspect ambulances and facilities of the FRANCHISEE in Guilford County, however may inspect the business operations and financials of the entire corporation to ensure compliance and viability at any time.

## 6. AMBULANCE SERVICES GRANTED

- 6.1. FRANCHISEE shall provide scheduled ambulance service in all areas of Guilford County.
- 6.2. FRANCHISEE shall provide non-scheduled (Guilford Metro 9-1-1 Dispatched) ambulance service in all areas of the COUNTY when geographically closer than or requested by Guilford County Emergency Services.
- 6.3. Assigned non-scheduled (Guilford Metro 9-1-1 Dispatched) ambulance service requests will have priority over scheduled non-emergency calls.
- 6.4. COUNTY has rights to define performance standards within the corporate boundaries of Guilford County, and as such, does not have oversight into other counties. Scheduling of work hours which would result in an employee of FRANCHISEE to work in excess of 16 hours in a 24-hour period are not allowed. (Emergency staffing situations may be an exception, with COUNTY approval).

### 7. AMBULANCE SERVICE REQUIREMENTS

- 7.1. FRANCHISEE shall schedule and staff the quantity of ambulances decided upon in coordination with Guilford County Emergency Services. This coordination will occur on at least a half annum basis. A schedule of the minimum and maximum number of ambulances actually in service and on call by hour-of-day and day-of-week shall be provided and adhered to.
- 7.2. FRANCHISEE must immediately report to Guilford County Emergency Services any staffing deficiency, even if temporary, both verbally and in writing after one (1) hour of inability to staff the deficiency.
- 7.3. Each FRANCHISEE ambulance must be staffed in compliance with NCGS §131E-158 and shall not exceed the level of Advanced Emergency Medical Technician.
- 7.4. FRANCHISEE operations and activities will be in compliance with the established Guilford County EMS System Plan and associated treatment protocols, policies, procedures, and formulary.
- 7.5. All patient care operations are subject to review by the EMS Peer Review Committee as authorized by 10A NCAC 13P .0409 of the Emergency Medical Services and Trauma Rules and on the authority of the EMS System Plan developed according to 10A NCAC 13P .0201, and as otherwise directed by the EMS System Medical Director.
- 7.6. Each Ambulance, and operation of the service, must be in compliance with all applicable Federal, State, and local laws and regulations relating to the personnel, health, safety, equipment, vehicle design, sanitation, and billing practices.
- 7.7. A copy of the State inspection and approval for each ambulance owned and operated by the FRANCHISEE will be provided to Guilford County at the time of annual inspection. A copy of the provider license issued by the North Carolina Office of EMS is attached hereto as **Exhibit 1**.

## 8. RECORD MAINTENANCE AND SUBMISSION REQUIREMENTS

- 8.1. Record maintenance and submission shall be for activities of the FRANCHISEE that begin or end within Guilford County unless otherwise stated.
- 8.2. All required records shall be submitted to COUNTY in accordance with the time periods specified in this section. Submission will be by electronic means, whenever possible. All records will be submitted without charge to the COUNTY.
- 8.3. Extension requests for any required report may be granted by the Emergency Services Director or designee. Requests must be submitted prior to the due date of the report and provide a detailed reason(s) for the delay.

#### 8.4. Continuous Maintenance:

- 8.4.1. OEMS Credentialing Information System
- 8.4.2. Mandatory submission of ALL call responses to PreMIS in an acceptable electronic medical record format current to National EMS Information Systems standards. Access to records from PreMIS will be granted to the COUNTY as a method of verification.
- 8.4.3. Training records for all employees with date received, sponsoring institution, class topic, hours received, instructor name, and instructor OEMS certification.
- 8.4.4. Skill/competency assessment record for all employees with skill/competency assessed, outcome of assessment, and date assessed.

#### 8.5. Daily:

- 8.5.1. A report of all ambulances staffed, hours of staffing, and names of crew members
- 8.5.2. Any known or suspected protocol deviation or care omission.
- 8.5.3. Any known or suspected adverse patient outcome.

#### 8.6. Monthly:

- 8.6.1. A list of all calls in which FRANCHISEE responded to a Guilford-Metro 9-1-1 (GM 9-1-1) dispatched call without a co-response with Guilford County Emergency Services.
- 8.6.2. A list of all calls in which FRANCHISEE responded to a Guilford-Metro 9-1-1 (GM 9-1-1) dispatched call without a co-response with Guilford County Emergency Services that resulted in a patient transport by FRANCHISEE.
- 8.6.3. A list of all calls and patient care documentation in which FRANCHISEE administered ALS care and either transported the patient or cancelled the call after treatment.
- 8.6.4. A service demand analysis that includes: average turnaround time of all calls, average number of calls received per hour of day and day of week, actual number of units staffed per hour of day and day of week, and average UHU of each staffed unit.
- 8.6.5. Provide patient care documentation for any other call requested by Guilford County Emergency Services.
- 8.6.6. Summary of patient care surveys directly from a third-party survey company

#### Quarterly:

- 8.6.7. A list of all Advanced EMT personnel who have failed to function in the Advanced EMT role a minimum of seventy-two (72) hrs. on a transport unit in the most recent ninety (90) consecutive days
- 8.6.8. Results of customer satisfaction scores.
- 8.6.9. Complete call volume data for all scheduled transports including scheduled time of arrival.

## 8.7. Semi-Annually:

8.7.1. A list of all EMT personnel who have failed to function in the EMT role a minimum of seventytwo (72) hrs. on a transport unit in the most recent one-hundred and eighty (180) consecutive days

- **8.8. Annually:** (Due by June 30<sup>th</sup> for the previous calendar year)
  - 8.8.1. Maintain and submit a roster of all employees to COUNTY.
  - 8.8.2. Provide verification that ALL employees have been screened against the US Department of Health and Human Services, Office of Inspector General (OIG) Exclusion List. If an employee or agent of the corporation is on the list, they will be terminated.
  - 8.8.3. Record of training received by each employee
  - 8.8.4. FRANCHISEE shall provide to the COUNTY a full financial statement with an unqualified opinion of the operations financial statements audited by a Certified Public Accountant to allow for oversight of the FRANCHISEE as it pertains to the US Department of Health and Human Services, Office of Inspector General (OIG) request to report matters involving fraud, waste, and mismanagement in any departmental program(s) to the OIG per the False Claims Act.

### 9. DISPATCH AND TRACKING SYSTEM

- 9.1. All ambulance movements and activities related to calls received by Guilford-Metro 9-1-1 (GM 9-1-1) must be relayed via two-way radio or by electronic means utilizing the GM 9-1-1 CAD.
- 9.2. Each ambulance shall be equipped with appropriate and compatible Global Positioning Systems (GPS) and Mobile Computer Terminals (MCT) to allow for real-time vehicle location data and direct update of the Computer Aided Dispatch (CAD) system operated by GM 9-1-1.
- 9.3. Each ambulance shall be equipped with an OEMS approved radio for interoperability and a VIPER enabled Guilford County Public Safety 800Mhz radio.
- 9.4. FRANCHISEE shall utilize the GM 9-1-1 CAD system, or equivalent approved by COUNTY, for all transactional processes, including scheduled transport services.
- 9.5. Any request for immediate ambulance response received by the FRANCHISEE will immediately be referred to Guilford Metro 9-1-1(by radio or telephone). Guilford Metro 9-1-1 will determine the appropriate response.
- 9.6. The FRANCHISEE shall maintain current authorizations of Federal Communication Commission (FCC) licenses for all frequencies and radio transmitters operated by the applicant. Copies of all authorizations and licenses should be on display and available for inspection per FCC Rules and Regulations. With approval by COUNTY, FRANCHISEE may operate under the privileges granted by the FCC license of the COUNTY.

#### 10. MARKETING, MEDIA RELEASE, AND PUBLIC INTERACTION

- 10.1. Any media release regarding any component of any call response must be pre-approved by the Guilford County Emergency Services Director or designee.
- 10.2. Any media release by FRANCHISEE, its employees, or representatives, regarding any component, operation, functions, or decision of Guilford County Emergency Services is prohibited.
- 10.3. FRANCHISEE shall have an internal policy restricting employees from engaging in or participating in any social media posts or discussions related to protected health information or issues of operational security.
- 10.4. COUNTY must approve all components of FRANCHISEE's ambulance graphics or logos before use.
- 10.5. COUNTY must approve all components of FRANCHISEE's employee uniforms, uniform graphics, patches, or logos before use.
- 10.6. No FRANCHISEE vehicle may be marked with, reflected, or colored yellow in part or whole.
- 10.7. At all times, both crew members staffing FRANCHISEE's ambulance must have identical uniforms.

- 10.8. FRANCHISEE shall contract with a third-party company specializing in EMS benchmarking and customer satisfaction ratings to continually measure performance. FRANCHISEE must query a sufficient number of patients to register 2.5% of patients, or their responsible party, transported per annum. There can be an exception for patients transported on a repeat basis within a given year. A repeat patient will be considered those transported more than ten (10) occurrences in a calendar year. The selection of clients for survey must be randomly generated on a basis of mutual consent with the COUNTY.
- 10.9. While on duty, FRANCHISEE employees must carry FRANCHISEE issued identification at all times. Identification must contain, at a minimum, FRANCHISEE name, level of provider function, employee first name, and employee last name.

### 11. REQUIRED EMPLOYEE TRAINING

- 11.1 This section is in addition to required training as outlined in the Guilford County EMS policies pertaining to required employee assessments and training.
- 11.2 Each new emergency ambulance employee will complete a job orientation, approved by COUNTY, that will consist of at a minimum the following:
  - 11.2.1 A classroom based, didactic, orientation program reviewed and approved as to content and hours of delivery by COUNTY,
  - 11.2.2 A third person ride-a-long assessment for a minimum of forty (40) hours,
  - 11.2.3 Three (3) months paired with a senior employee,
  - 11.2.4 An outline of the didactic program shall be provided to the COUNTY
- 11.3 FRANCHISEE agrees to train all employees to comply with Guilford County Emergency Services Mass Casualty Incident (MCI) Plan.
- 11.4 FRANCHISEE must require all employees to possess the National Incident Management System (NIMS) Level 100 and 700 certifications.
- 11.5 Ensure all employees complete a certified emergency driver's course approved by COUNTY and demonstrate competency operating FRANCHISEE's emergency vehicles upon hire and at least every three (3) years thereafter.
- 11.6 All patient care related employee continuing education must be taught by an instructor holding NCOEMS certification of a minimum of the credential of the providers and must have a thorough knowledge of the specific operational and medical aspects of the Guilford County ALS system.

#### **12. AMBULANCE SERVICE RATES**

- 12.1 The FRANCHISEE, if operating for a fee for service, shall not exceed the Guilford EMS rate schedule for ambulance fees as may from time to time be amended and updated by the Guilford County Board of Commissioners as set out in **Exhibit 2** attached hereto and made a part hereof. Guilford County EMS will supply FRANCHISEE with copies of rate schedules as they are updated and amended.
- 12.2 No employee of FRANCHISEE, whose primary function is ambulance response, shall participate in efforts to collect ambulance fees for service at any time.
- 12.3 Membership program or insurance information may be requested by, and/or be provided at the time service is rendered. Inability to pay or lack of insurability cannot be used to determine transportability, transport destination if within Guilford County, or level of services rendered.

#### 13. FRANCHISE AND OTHER RELATED FEES

13.1 The franchise fees required by the COUNTY from all ambulance franchisees are necessary to reimburse the COUNTY for costs incurred in dispatching, providing and/or arranging for services, regulatory oversight, medical director oversight, administering this agreement and such other services as permitted by applicable law.

- 13.2 FRANCHISEE agrees to pay the Board of County Commissioner's approved fee of \$20 for each call response dispatched by Guilford-Metro 9-1-1 (GM 9-1-1) to the franchisee that results in a transport.
  - 13.2.1 This fee shall be waived for any co-response with Guilford County EMS and/or if the call was processed/dispatched in toto by the FRANCHISEE via their CAD interface with GM 9-1-1.
- 13.3 FRANCHISEE agrees to pay \$200 for each call in which a patient was transported by FRANCHISEE with a GCEMS employee on board.
- 13.4 COUNTY agrees to pay \$200 for each call in which a patient was transported by COUNTY with a FRANCHISEE employee on board.
- 13.5 Transport fees shall be waived by both parties if occurred as a result of a disaster or mass casualty event.
- 13.6 COUNTY agrees to pay \$175 per transport for patients transported by the FRANCHISEE that are subscribed patients of Hospice and Palliative Care of Greensboro and would have otherwise been transported by the COUNTY.
- 13.7 COUNTY also agrees to waive the Board of County Commissioner's approved fee for system application and application review fees due to the long-standing relationship with the current FRANCHISEE.

#### 14 AUDITS AND INSPECTIONS

- 14.1 This section is in addition to any other requirement for documentation or disclosure covered by this agreement.
- 14.2 At any time during normal business hours, with a 24-hour notice, COUNTY representatives may observe FRANCHISEE's operations, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement. Observation activities must be minimally disruptive to the daily operation of FRANCHISEE's employees. Normal business hours are defined as Mon-Fri 8am 5pm.
- 14.3 FRANCHISEE shall make available for the COUNTY's examination all of FRANCHISEE's Ambulance's records with respect to all matters covered by this Agreement and provide copies to the County of such records as requested by the County.
- 14.4 COUNTY representatives may, at any time, and without notification, directly observe FRANCHISEE's operation at any facility located within Guilford County that is owned or occupied by FRANCHISEE.
- 14.5 A COUNTY representative may ride as "third person" on any of FRANCHISEE's units at any time without prior notification.
- 14.6 In exercising this right to inspection and observation, COUNTY representatives shall conduct themselves in a professional and courteous manner. COUNTY Representatives shall not interfere with FRANCHISEE's employees in the performance of their duties and shall at all times be respectful of FRANCHISEE's employee relationships.
- 14.7 The COUNTY audits and inspections shall not subject the COUNTY to any responsibility for FRANCHISEE's acts or omissions and shall not be deemed approval of such acts or omissions unless expressly provided by the COUNTY in writing.
- 14.8 The COUNTY may inspect the financial books and records of the FRANCHISEE at reasonable times during regular business hours of the COUNTY. The FRANCHISEE agrees that it will supply such financial books and records of the FRANCHISEE at reasonable times during regular business hours of the COUNTY. The FRANCHISEE agrees that it will supply such financial records, information or verification as may reasonably be requested by the COUNTY. The FRANCHISEE shall maintain a written accounting system, which provides adequate documentation of all of its receipts and disbursements including, but not limited to, those related to the funds subject to this Agreement.

14.9 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 FRANCHISEE 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 issue. If resolution of such issues requires professional advice on the part of that FRANCHISEE's (or COUNTY's) auditor, the FRANCHISEE shall bear the cost of such advice.

## 15 SAFETY NET PROVISIONS

- 15.1 Safety Net provisions are made to this contract for the sole purpose of maintaining a viable nonemergency and convalescent ambulance service within Guilford County, should the FRANCHISEE default in its ability to do so. The COUNTY, at its sole right, can provide any and all levels of ambulance services within the corporate limits and only contracts when deemed beneficial.
- 15.2 Safety Net provisions are defined below to include determination of defaults.
- 15.3 Major defaults shall be limited to:
  - 15.3.1 Failure of FRANCHISEE to operate the ambulance service in substantial compliance with applicable Federal, State and COUNTY laws, rules and regulations or as may be amended.
  - 15.3.2 Supplying false or misleading information or information so incomplete as to mislead.
  - 15.3.3 Willfully falsifying data supplied to the COUNTY during the term of this Agreement.
  - 15.3.4 Failure of FRANCHISEE to furnish key personnel of the quality, competency, and functional level defined in this Agreement.
  - 15.3.5 Suspension or revocation of ambulance provider license issued by the State of North Carolina.
  - 15.3.6 Filing of Chapter 7 or Chapter 11 bankruptcy (Title 11, U.S.C.), voluntary or involuntary bankruptcy, general assignment for the benefit of creditors, and appointment of a trustee.
  - 15.3.7 Failure to take corrective action in response to repeated requests to do so under this Agreement or Administrative Rules.
  - 15.3.8 Termination of insurance coverage, without alternate, comparable, COUNTY approved coverage.
  - 15.3.9 Failure to maintain the performance security or the availability of equipment to the COUNTY as provided in this Agreement.
- 15.4 Procedure for finding of a default:
  - 15.4.1 The procedure for finding a default shall be initiated by written notice from the COUNTY to FRANCHISEE outlining the COUNTY's specific legal and factual basis for recommending a finding of a default.
  - 15.4.2 The notice shall indicate whether the COUNTY deems the breach to be a major default. The notice shall provide no less than 15 business days for FRANCHISEE to submit written evidence to the County Manager and Emergency Services Director that the default has been or will be cured or rebutting the legal and factual basis of the COUNTY's recommendations.
  - 15.4.3 The COUNTY shall evaluate the information and issue a written recommendation, which may include a recommendation that the basis for declaring a default has been cured or rebutted.
- 15.5 Appeal of findings:
  - 15.5.1 FRANCHISEE may appeal an adverse determination to the Board of County Commissioners by filing a written notice of appeal within 15 business days of declaration of default by the County.
  - 15.5.2 The notice shall set forth the factual and legal objections to the COUNTY's recommendations.
  - 15.5.3 The appeal shall be heard by the Board at their earliest convenience after receiving written notice from FRANCHISEE. This meeting is subject to NC Public Records law and will require advertisement at least 10 days prior to the scheduled meeting.
  - 15.5.4 FRANCHISEE shall be provided reasonable opportunity to present evidence and argument as to why default should not be found and, in the case of a major default, the franchise should not be taken over.

- 15.5.5 The Board shall issue a written order. If the Board concludes that there has been default, it may provide further opportunity to cure or may order immediate action.
- 15.5.6 Notwithstanding any other provision, the COUNTY may immediately exercise any of the remedies for default, including takeover, if the Board determines that FRANCHISEE has ceased to provide services in any portion of the COUNTY as defined in this document.
- 15.5.7 Such determination shall be in writing and is effective upon delivery to FRANCHISEE.
- 15.5.8 Within five (5) business days of such declaration, the County shall provide FRANCHISEE with the notice of default otherwise provided for, and the default shall proceed.
- 15.6 Declaration of default:
  - 15.6.1 Upon a declaration of default, COUNTY may terminate this Agreement.
  - 15.6.2 All remedies are independent, cumulative and not exclusive.
  - 15.6.3 The parties acknowledge that the provision of uninterrupted, high quality ambulance service is a critical function necessary to preserve the safety and welfare of the public.
  - 15.6.4 COUNTY shall use the funds and equipment for the provision of ambulance services in Guilford County at the level agreed upon between FRANCHISEE and COUNTY at the last meeting prior to default.
  - 15.6.5 Upon take over, COUNTY shall retain all revenue generated and be responsible for all expenses directly related to COUNTY business operations.
- 15.7 Takeover cooperation
  - 15.7.1 FRANCHISEE shall cooperate completely and immediately with the COUNTY to affect any takeover by the COUNTY upon finding of default as provided in this Agreement, and exercise by the COUNTY of its option to take over ambulance service.
  - 15.7.2 Such takeover shall be affected immediately, after such finding by COUNTY of need for immediate take over or finding of major default as determined by the Board unless COUNTY specifies additional time.
  - 15.7.3 FRANCHISEE shall not be prohibited from disputing any such finding of major default through litigation, provided however, that such litigation shall not have the effect of delaying, in any way, the immediate takeover of non-emergency and convalescent ambulance service by the County.
- 15.8 Operational takeover
  - 15.8.1 In the event of default, COUNTY has at its option, the right to lease, at fair market value, FRANCHISEE's operational assets and resources normally required in the provision of services under this agreement.
    - 15.8.1.1 Operational takeover may be partial or whole. Operational assets shall be returned to FRANCHISEE within 60 days of declaration of default.
    - 15.8.1.2 COUNTY shall return all property belonging to FRANCHISEE, in like condition it was received, subject to normal wear and tear.
  - 15.8.2 Upon take over, COUNTY assumes all legal and financial risk associated with operation of FRANCHISEE's equipment.
  - 15.8.3 The following specified items are representative of the intent of this provision and by no means should be viewed as all-inclusive or limiting:
    - 15.8.3.1 All ambulances, operational support vehicles, equipment and supplies used to meet the terms of this Agreement and as specified in NCOEMS Administrative rules.
    - 15.8.3.2 All additional equipment inventory and all stocked supplies in place to support the terms of this Agreement.
    - 15.8.3.3 All computer hardware, software and office equipment necessary for Medicare and other insurance billings.

- 15.8.3.4 All communications systems, including all phones, radios, repeaters, antennas, pagers, computers and other associated hardware and software used to meet the terms of this Agreement.
- 15.8.3.5 All facilities used to meet the terms of this Agreement to include the business offices, and any operational bases used FRANCHISEE.
- 15.8.3.6 This includes all of the equipment, furnishings, supplies, and inventory at such facilities.
- 15.8.4 As a provision of the takeover, the COUNTY does not have claim to the receivables of the FRANCHISEE that existed prior to the takeover and does not have claim to all cash assets including but not limited to investments, checking accounts, money market accounts and savings accounts, if any, nor does it have an incurred vicarious liability.

### 16 INSURANCE

- 16.1 The FRANCHISEE shall have at all times in force and effect insurance coverage with a company acceptable to the COUNTY. This coverage is to provide a minimum of:
  - 16.1.1 Appropriate Statutory Workers' Compensation
  - 16.1.2 Auto Liability [three million dollars (\$3,000,000.00) combined single limit].
  - 16.1.3 General Liability [three million dollars (\$3,000,000.00) combined single limit].
  - 16.1.4 Professional Health Care Liability [three million dollars (\$3,000,000.00) combined single limit].
- 16.2 The FRANCHISEE should annually provide the COUNTY with a copy of the Certificate of Insurance set out as **Exhibit 4**, directly from the Insurer for the above.
- 16.3 The FRANCHISEE shall be responsible for all damages or injuries to property or persons when such damage or injury is result in all or in part by the negligence of any of the FRANCHISEE'S employees.
- 16.4 The FRANCHISEE must report property damage greater than \$1,500.00.

## 17 TRANSFER AND ASSIGNMENT

17.1 Any change in ownership of a franchised ambulance service shall automatically terminate the FRANCHISE and shall require a new application and a new FRANCHISE and conformance with all the requirements of Federal, State, and local laws and regulations as upon the original FRANCHISE.

## **18 INDEMNIFICATION**

- 18.1 FRANCHISEE, as a condition of the grant of this Agreement, and in consideration thereof, shall defend, indemnify, and hold the COUNTY harmless against all claims for damages to persons or property by reason of the operation of its franchised business, or any way arising out of performance under this Agreement, directly or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of the Franchisee or any of its contractors, subcontractors, officers agents, or employees, or by any person for whose act, omission, negligence, or misconduct, the FRANCHISEE is by law responsible.
- 18.2 FRANCHISEE expressly understands and agrees that the financing of the ambulance operation is solely and exclusively the responsibility of FRANCHISEE;
- 18.3 COUNTY will make no financial contribution during the startup and, thereafter, continued operation of FRANCHISEE'S service.
- 18.4 FRANCHISEE fully understands that the granting of this FRANCHISE in no way obligates COUNTY to any financial commitment to FRANCHISEE for any reason whatsoever.
- 18.5 The amounts and type of required insurance coverage set forth in this Agreement shall in no way be construed as limiting the scope of indemnity set forth herein.
- 18.6 FRANCHISEE shall indemnify, defend and hold harmless the COUNTY from any all suits, claims, demands and actions by FRANCHISEE's employees or its subcontractors' employees for work-related injuries resulting from or arising out of the performance of this Agreement or the provision of ambulance service.

## **19 NO WAIVER; CUMULATIVE REMEDIES**

- 19.1 The FRANCHISEE shall not be excused from complying with any of the terms or conditions of this Agreement because of failure of the COUNTY, on one or more occasions, to insist upon or to see compliance with any such terms or conditions, or because of failure on the part of the COUNTY or the FRANCHISEE to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy preclude any other right or remedy.
- 19.2 The FRANCHISEE agrees that the COUNTY shall have the specific rights and remedies set forth herein.
- 19.3 These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the COUNTY and will not be deemed waived by the exercise of any other right or remedy.
- 19.4 The rights and remedies provided in this Agreement and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the COUNTY under applicable law.
- 19.5 The exercise of any such right or remedy by the COUNTY shall not release the FRANCHISEE from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicate recovery from or payments by the FRANCHISEE.
- 19.6 Neither the provision of performance security, nor the receipt of any damages recovered by the COUNTY thereunder, shall be construed to excuse faithful performance by the FRANCHISEE or limit the liability of the FRANCHISEE for damages, either to the full amount of the posted security or otherwise.

### 20 ADMINISTRATION

The Director of Emergency Services of Guilford County shall administer or direct the administration of this Agreement.

#### 21 NOTICES

Any notice, request, or demand which may be or is required to be given under this Agreement shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

#### FRANCHISEE:

Piedmont Triad Ambulance and Rescue, Inc. 901 South Elm Street PO Box 534 High Point, North Carolina 27261

#### COUNTY:

Guilford County Emergency Services 1002 Meadowood St. Greensboro, N.C. 27409

Guilford County Manager PO Box 3427 Greensboro, NC 27401-3427

#### 22 MODIFICATION OR AMENDMENT

This Agreement may not be modified, amended, or changed in any way unless such modification, amendment, or change is approved by the Guilford County Board of Commissioners, and the terms and conditions thereof expressed in a written document, signed by both parties.

#### 23 ENTIRE AGREEMENT

- 23.1 The preparation, execution, and delivery of this Agreement by the parties have been induced by no representatives, statements, warranties, or agreements other than those expressed herein.
- 23.2 This Agreement embodies the entire understanding or the parties.
- 23.3 There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement unless such agreements or understandings are expressly referred to.
- 23.4 The grant of this Franchise shall have no effect on the FRANCHISEE's duty under its prior ambulance service franchise to indemnify or insure the COUNTY against acts and omissions occurring during the period that the prior ambulance service franchise or interim agreement was in effect.
- 23.5 Except as required to carry out the intent of Subsection 13.4, as of the Effective Date of this Agreement, the prior ambulance service franchise or interim agreement, is superseded and is of no further force and effect.

#### 24 SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent provision shall thereupon return to full force and effect without further action by the COUNTY and shall thereafter be binding on the FRANCHISEE and the COUNTY.

#### **25. JURISDICTION**

The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The FRANCHISEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

#### REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written and agree to abide by the content of this Agreement.

GUILFORD COUNTY		ATTEST:	
Marty K. Lawing Guilford County Manager	Date	Robin Keller Guilford County Clerk to Boa	Date ard
APPROVED AS TO CONTENT	Г:		
James Albright Guilford County Emergency Serv	Date ices Director	Guilford County EMS Medica	Date al Director
PIEDMONT TRIAD AMBUL RESCUE, INC.	ANCE AND	ATTEST:	
Gart Evans Chairman, Board of Directors	Date	Corporate Secretary Printed Name:	Date
		(CORPORATE SEAL)	
Paula Lineberry	Date		

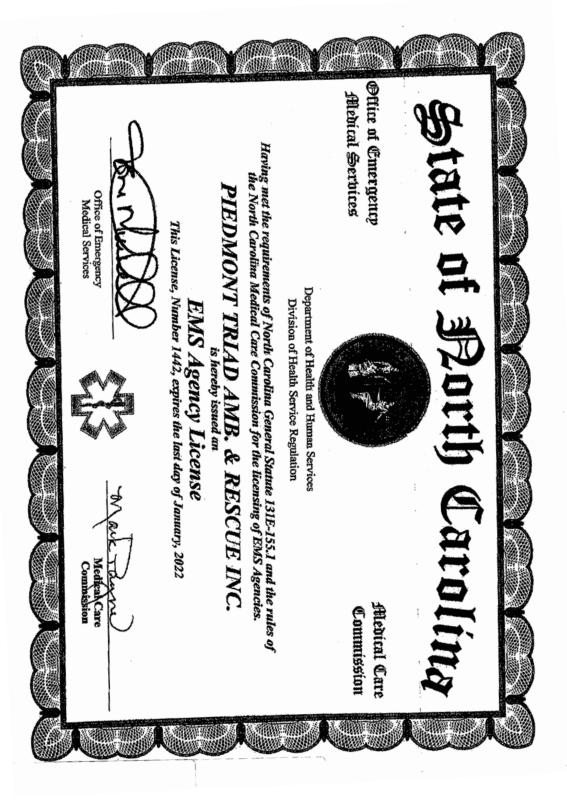


Exhibit 1: GUILFORD COUNTY CONTRACT # CM-1869 Piedmont Triad Ambulance and Rescue, Inc. (Franchisee)

#### Exhibit 2: GUILFORD COUNTY CONTRACT # CM-1869 Piedmont Triad Ambulance and Rescue, Inc. (Fee Schedule)

Emergency Services

Fee Information	Term	FY 2019	FY 2020	Change	
Plan Review Fees					
Building Plan Review					
0-999 SF		\$ 75.00	\$ 100.00	\$ 25.00	
1,000-2,499 SF		\$ 100.00	\$ 150.00	\$ 50.00	
2,500-9,999 SF		\$ 150.00	\$ 200.00	\$ 50.00	
10,000-49,999 SF		\$ 275.00	\$ 300.00	\$ 25.00	
50,000 > SF		\$ 400.00	\$ 500.00	\$ 100.00	
<del>Sprinkler Plan Review (per riser)</del> Water based Plan Review	Per System	\$ 75.00	\$ 125.00	\$ 50.00	
Fire Alarm Plan Review <del>(per each 50 devices)</del>	Per System	\$ 75.00	\$ 125.00	\$ 50.00 \$ 50.00	Por system
Tank Plan Review	Per Tank	\$ 75.00	\$ 100.00	\$ 50.00 \$ 25.00	Per syster
AES Plan Review	Per System	\$ 75.00	\$ 100.00	\$ 25.00 \$ 25.00	
Industrial Oven Review	Per System		\$ 100.00	ψ 20.00	
Emergency. Radio System Review	Per System		\$ 100.00		
Spray & Dipping Review	Per System		\$ 100.00		
Hazmat Review	Per System		\$ 100.00		
Smoke Control System Review	Per System		\$ 100.00		
Solar System Review	Per System		\$ 100.00		
	Per System		\$ 50.00		
Gates & Barricades Review New Construction Inspection Fees Construction Inspection (1st visit)	Per System		\$ 50.00 No Charge		
New Construction Inspection Fees	Per System		No Charge		
New Construction Inspection Fees Construction Inspection (1st visit)	Per System	\$ 60.00		ş -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction	Per System	\$ 60.00 \$ 100.00	No Charge	\$- \$-	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit	Per System		No Charge \$60.00		
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test	Per System	\$ 100.00 \$ 200.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00	\$- \$-	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs		\$ 100.00 \$ 200.00 - <del>\$ 150.00</del>	No Charge \$ 60.00 \$ 100.00 \$ 200.00 \$ 150.00	\$- \$- \$-	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs Each hr +		\$ 100.00 \$ 200.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 \$ 150.00 \$ 150.00	\$- \$-	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs Each hr + -Per inpection/per inspector	Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 \$ 150.00 \$ 150.00 \$ 150.00	\$- \$- \$- \$-	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs Each-hr +Per inspection/per inspector Fire Alarm Test	Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 - <del>\$ 150.00</del> \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00	\$ - \$ - \$ - \$ - \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs Each hr + -Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per	Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00 \$ 150.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test Firet 3 hrs Each-hr +Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per inspection/per tank)	Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 - <del>\$ 150.00</del> \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00 \$ 150.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs Each hr + -Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per	Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00 \$ 150.00 \$ 100.00 \$ 100.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test Firet 3 hrs Each-hr +Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per inspection/per tank)	Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00 \$ 150.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test First 3 hrs Each hr + -Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per inspection/per tank) Hydrant Inspections	Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00 \$ 150.00 \$ 100.00 \$ 100.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test Firet 3 hrs Each-hr +Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per inspection/per tank) Hydrant Inspections Industrial Ovens	Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 <del>\$ 150.00</del> <del>\$ 150.00</del> \$ 150.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test Firet 3 hrs Each hr + -Per inpection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per inspection/per tank) Hydrant Inspections Industrial Ovens Damper Drop Test	Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	
New Construction Inspection Fees Construction Inspection (1st visit) Re-inspection New Construction 2nd visit 3rd visit 4th visit and greater Sprinkler/Standpipe/Pump Test Firet 3 hrs Each-hr + -Per inspection/per inspector Fire Alarm Test AES Field Test (Hoods, paint booths, etc.) Tank Inspection (Install and abatement) (Per inspection/per tank) Hydrant Inspections Industrial Ovens Damper Drop Test Emergency Radio System testing	Per Inspector / Per Inspection Per Inspector / Per Inspection	\$ 100.00 \$ 200.00 -\$ 150.00 -\$ 150.00 \$ 100.00	No Charge \$ 60.00 \$ 100.00 \$ 200.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 100.00 \$ 100.00	\$ - \$ - \$ - \$ - \$ 50.00 \$ -	

## Guilford County Contract CM #1869

Fire Access Gates & Barricades		No charge		
Solar Systems		No charge		
Spraying & Dipping		No charge		
Permit Fees (Fees will be doubled if permits not obtained before work and/or event occurs)				
Blasting Permit & Inspection				
30 Day Permit	\$ 125.00	\$ 125.00	\$-	
90 Day Permit	\$ 200.00	\$ 200.00	\$-	
Fireworks Permit and Event				
Initial	\$ 125.00	\$ 125.00	\$-	
Subsequent	\$ 125.00	\$ 125.00	\$-	
Tent/Stage Permit and Inspection	\$ 100.00	\$ 100.00	\$-	
Tank Inspection	-\$ 100.00	-\$	<del></del>	
Routine Inspection Fees				
1st visit	no charge	no charge	\$-	
Reinspection				
2nd visit*	\$ 60.00	\$ 60.00	\$-	* No charge for reinspection if <b>all</b> items corrected prior to that inspection visit.
3rd visit*	\$ 100.00	\$ 100.00	\$-	
4th visit (judicial)	\$ 150.00	\$ 200.00	\$ 50.00	
Institutional Facility	- <del>\$ 75.00</del>	\$ 75.00	\$-	
Daycare Inspection	\$ 50.00	\$ 60.00	\$ 10.00	
Foster Care Inspection	\$ 55.00	\$ 60.00	\$ 5.00	
Group Home Inpsection		\$ 60.00		
ABC Inspection	\$ 50.00	\$ 60.00	\$ 10.00	
Citation Fees				
Non-life safety violation				
1st citation	\$ 50.00	\$ 50.00	\$-	
2nd citation	\$ 100.00	\$ 100.00	\$-	
3rd citation	\$ 150.00	\$ 150.00	\$-	
Life Safety Violation				
1st citation	\$ 150.00	\$ 150.00	\$-	
2nd citation	\$ 500.00	\$ 500.00	\$-	
3rd citation	\$ 1,000.00	\$ 1,000.00	\$-	
Fire Investigation fee (per hour)	\$ 50.00	\$ 50.00	\$-	
Hazardous Materials Response Fees				
Equipment & Apparatus				
Haz-Mat Response Unit	\$ 150.00	\$ 150.00	\$-	
Engine	\$ 150.00	\$ 150.00	\$-	
	\$ 150.00	\$ 150.00		

## Guilford County Contract CM #1869

			_		
Aerial unit		\$ 185.00	\$	200.00	\$ 15.00
Squad/Truck (Medical or Brush)		\$ 60.00	\$	100.00	\$ 40.00
Service Truck		\$ 60.00	\$	100.00	\$ 40.00
Personnel					
Haz-Mat Technician	Per Hour	\$ 50.00	\$	60.00	\$ 10.00
Haz-Mat Support	Per Hour	\$ 30.00	\$	60.00	\$ 30.00
Chief Officer	Per Hour	\$ 55.00	\$	75.00	\$ 20.00
Captain	Per Hour	\$ 35.00	\$	75.00	\$ 40.00
Lieutenant	Per Hour	\$ 30.00	\$	60.00	\$ 30.00
ES Support Staff	Per Hour	\$ 45.00	\$	60.00	\$ 15.00
Firefighters	Per Hour	\$ 25.00	\$	60.00	\$ 35.00
Standby Special Event					
Unit (crew to be charged separately)	Per Hour	\$ 100.00	\$	30.00	\$ (70.00)
ES employee	Per Hour	\$ 45.00	\$	60.00	\$ 15.00
Supervisor required for every 6 personnel working an event	Per Hour		\$	75.00	
Specialty Care					
Two or More Patients Transported in the Same					
Ambulance		\$ 884.07	\$	884.07	\$ -
Patients Treated at Scene (BLS)		no charge		no charge	\$ -
Franchise Application Fee	Per Application	\$ 200.00	\$	250.00	\$ 50.00
Franchise Administration Fee	Per Application Approved	\$ 1,600.00	\$	2,500.00	\$ 900.00
Franchise Renewal Fee	Per Application	\$ 1,600.00	\$	2,500.00	\$ 900.00
GM 9-1-1 Use Fee	Per Dispatch	\$ 20.00	\$	20.00	\$ -
Paramedic Assist/Intercept Fee	Per Response	\$ 150.00	\$	150.00	\$ -
Emergency Management Fees					
Disaster Plan Review Fees for NC DHSR Regulated Facilities					
Initial Plan Submission					
Mental Health Facility - Day Treatment		\$ 150.00	\$	150.00	\$ -
Residential 1-6 Beds		\$ 175.00	\$	175.00	\$ -
Residential 7-24 Beds		\$ 200.00	\$	200.00	\$ -
Residential 25+ Beds		\$ 250.00	\$	250.00	\$ -
Adult Care Homes - Day Treatment		\$ 125.00	\$	125.00	\$ -
Residential 1-6 Beds		\$ 150.00	\$	150.00	\$ -
Residential 7-24 Beds		\$ 175.00	\$	175.00	\$ -
Residential 25+ Beds		\$ 200.00	\$	200.00	\$ -
Nursing Homes - Day Treatment		n/a		n/a	\$ -
Residential 1-6 Beds		\$ 150.00	\$	150.00	\$ -
Residential 7-24 Beds		\$ 200.00	\$	200.00	\$ -
Residential 25+ Beds		\$ 400.00	\$	400.00	\$ -
Annual Plan Submission					

Annual Plan Submission

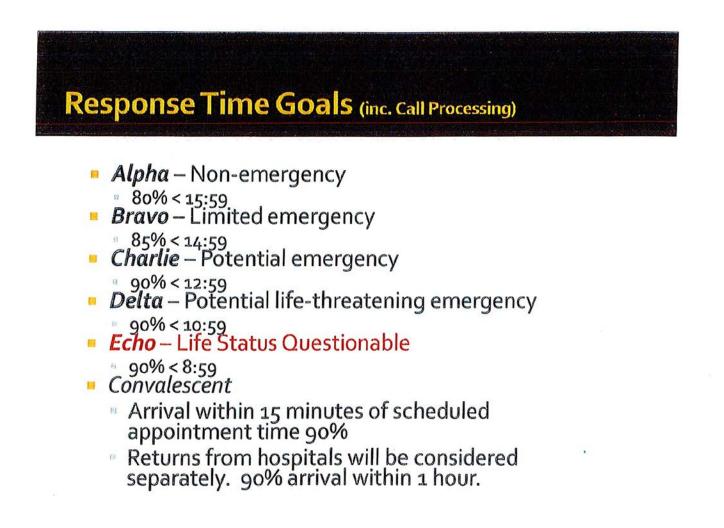
Adult Care Homes

			1	
Day Treatment	\$ 50.00	\$ 50.00	\$	-
Residential 1-6 Beds	\$ 75.00	\$ 75.00	\$	-
Residential 7-24 Beds	\$ 75.00	\$ 75.00	\$	-
Residential 25+ Beds	\$ 75.00	\$ 75.00	\$	-
Hazardous Facility Planning Fee				
Governmental Agency	\$ -	\$-	\$	-
Tier II Facility-1 to 99,999 pounds	\$ 175.00	\$ 175.00	\$	-
Tier II Facility-100,000 to 999,000 pounds	\$ 275.00	\$ 275.00	\$	-
Tier II Facility-1,000,000 pounds or more	\$ 500.00	\$ 500.00	\$	-
Special Hazard Surcharges				
EHS Facility Surcharge, Telecommunications	\$ 150.00	\$ 150.00	\$	-
EHS Facility Surcharge, Non-Telecommunications	\$ 500.00	\$ 500.00	\$	-
Risk Management Plan (RMP) Regulated Facility	\$ 500.00	\$ 500.00	\$	-
Treatment, Storage and Disposal Facility (TSDF)	\$ 1,000.00	\$ 1,000.00	\$	-

\* EMS fees are set at 150% of CMS allowable and adjust annually on January 1

\*\* Fire Marshal fees are standardized for all towns in Guilford County

Exhibit 3: GUILFORD COUNTY CONTRACT # CM-1869 Piedmont Triad Ambulance and Rescue, Inc. (Response Time Goals)



#### Exhibit 4: GUILFORD COUNTY CONTRACT # CM-1869

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Piedmont Triad Ambulance and Rescue, Inc. (Certificate of Liability Insurance)

THIS CERTIFICATE IS ISSUED AS A MAT	RTI	FICATE OF LIA						
THIS CERTIFICATE IS ISSUED AS A MAT			ARILI	TY INS	URAN	CE		(MM/DD/YYYY) /14/2019
LOW. THIS CERTIFICATE OF INSUR	LY OR	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	D OR ALTE	R THE CO	VERAGE AFFORDE	d by thi	E POLICIES
PORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to th	the ter	ms and conditions of th	ne policy	, certain po	olicies may r			
PRODUCER /FIS of North Carolina		-755-1401	CONTAC'	W. Cloyc Ext): 919-75	e Anders	FAX	<sub>№):</sub> 919-7	55-1125
P.O. Box 12825 Raleigh, NC 27605 V. Cloyce Anders			E-MAIL ADDRES	S:			NO):	1
•			INSURER		urer(s) AFFOR	ING COVERAGE		NAIC # 19720G
NSURED Piedmont Triad Amb. & Rescue Paula Lineberry, Chief PO Box 534			INSURER					
High Point, NC 27261			INSURER					
		-	INSURER					
COVERAGES CERTIF	ICATE	NUMBER:				REVISION NUMBER	र:	
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQU CERTIFICATE MAY BE ISSUED OR MAY PER EXCLUSIONS AND CONDITIONS OF SUCH POL	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT	OR OTHER I	DOCUMENT WITH RE	SPECT TO	WHICH THIS
NSR TYPE OF INSURANCE ADD	D SUBR	POLICY NUMBER		POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Prof Healthcare		VFIS-TR-2050995 VFIS-TR-2050995			02/07/2020 02/07/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence MED EXP (Any one persor		1,000,000 1,000,000 5,000
GEN'L AGGREGATE LIMIT APPLIES PER:					•	PERSONAL & ADV INJUR GENERAL AGGREGATE	Y S	1,000,00
POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP A	GG \$	10,000,00
AUTOMOBILE LIABILITY		VFIS-CM-1050632		02/07/2019	02/07/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per pers	\$	1,000,00
X AUTOSONLY X SCHEDULED AUTOSONLY X AUTOSONLY AUTOSONLY AUTOSONLY X Comp \$1000 X Coll \$1000						BODILY INJURY (Per acci PROPERTY DAMAGE (Per accident)	1	
A UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$		VFIS-TR-2050995		02/07/2019	02/07/2020	EACH OCCURRENCE	\$\$	5,000,00 10,000,00
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	A	· · ·				E.L. EACH ACCIDENT	TH-	
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY L		
A Management		VFIS-TR-2050995		02/07/2019	02/07/2020	Aggregate Wrongful		10,000,00 1,000,00
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Commercial Blanket Bond \$100,000 Lin Guaranteed Replacement Cost with \$1, Guilford County Emergency Services is respects to General, Auto and Manager by written agreement. See NotePad for	nit. Bl 000 D inclu nent l	lanket Portable Equipr eductible. Guilford Co ded as Additional Insu Liability Insurance who	ment is ounty &	on th	e space is requir	ed)		
CERTIFICATE HOLDER			CANC	ELLATION				
Guilford County Guilford County Emergency Services 1002 Meadowood St.	1		THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES EREOF, NOTICE WI CY PROVISIONS.		
Greensboro, NC 27409 ACORD 25 (2016/03)			h	- Cly_ @ 10	- Ch		N. All rid	thts reserved

The ACORD name and logo are registered marks of ACORD