

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: APRIL 28, 2014 AGENDA ITEM NUMBER: 9-A&B

- SUBJECT: A. RESOLUTION APPROVING AND AUTHORIZING THE ADDITION OF FOUR (4) CRITICAL CARE TRANSPORT PARAMEDICS TO PROVIDE ADDITIONAL STAFFING FOR THE NORTH CAROLINA BAPTIST HOSPITAL CRITICAL CARE TRANSPORT PROGRAM**
- B. AMENDMENT TO FY 2013-2014 BUDGET ORDINANCE TO APPROPRIATE REVENUE FOR ADDITIONAL CRITICAL CARE TRANSPORT PARAMEDICS (EMERGENCY SERVICES DEPARTMENT)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval


### SUMMARY OF INFORMATION:

In 2005, the Forsyth County Board of Commissioners approved and authorized a collaboration between Forsyth County, through its Emergency Services Department, and North Carolina Baptist Hospital in which the Emergency Services Department provides paramedics trained at the critical care level for the hospital's Critical Care Ambulance Services.

The program currently has sixteen (16) full-time Critical Care Transport Paramedics. North Carolina Baptist Hospital is requesting a total of 10 additional full-time Critical Care Transport Paramedics with four (4) being added for FY 2014 and six (6) added for FY 2015. This item requests approval to expand the program by four (4) in FY 2014 which would bring the total number of Critical Care Transport Paramedics in the Program to twenty (20). The additional six (6) Critical Care Transport Paramedics will be included in the FY 2015 recommended budget.

The estimated cost for the four additional positions for May and June 2014 is \$56,570. These costs are reimbursed 100% by North Carolina Baptist Hospital.

ATTACHMENTS:  YES  NO

SIGNATURE:  DATE: April 24, 2014  
COUNTY MANAGER

**RESOLUTION APPROVING AND AUTHORIZING THE ADDITION OF  
FOUR (4) CRITICAL CARE TRANSPORT PARAMEDICS TO PROVIDE  
ADDITIONAL STAFFING FOR THE NORTH CAROLINA BAPTIST  
HOSPITAL CRITICAL CARE TRANSPORT PROGRAM  
(EMERGENCY SERVICES DEPARTMENT)**

**WHEREAS**, in 2005, the Forsyth County Board of Commissioners approved and authorized a collaboration between Forsyth County, through its Emergency Services Department, and North Carolina Baptist Hospital in which the Emergency Services Department provides paramedics trained at the critical care level for the hospital's Critical Care Ambulance Services; and

**WHEREAS**, the Critical Care Transport Program currently has sixteen (16) full-time critical care transport paramedics and North Carolina Baptist Hospital has requested that the Forsyth County Emergency Services Department add four (4) more Critical Care Transport Paramedics during FY 2014 to staff an additional critical care transport helicopter to be operated by the hospital Critical Care Transport Program; and

**WHEREAS**, North Carolina Baptist Hospital has also requested the addition of six (6) more Critical Care Transport Paramedics during FY 2015, which positions will be included in the FY 2015 recommended budget for consideration by the Board of County Commissioners; and

**WHEREAS**, under the agreement between the County and the hospital, North Carolina Baptist Hospital provides supervision of the critical care transport program paramedics and reimburses the County for all expenses related to the employees;

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby approves and authorizes the addition of four (4) paramedics to the Critical Care Transport Program during FY 2014, which will represent a total of twenty (20) full-time Critical Care Transport Paramedics in the said Program, to be supervised by North Carolina Baptist Hospital and whose expenses will be fully reimbursed by the hospital to the County consistent with the provisions of the current agreement between Forsyth County, on behalf of its Emergency Services Department, and North Carolina Baptist Hospital dated April 25, 2005, which is attached hereto and incorporated herein by reference.

Adopted this 28<sup>th</sup> day of April 2014.



## AGREEMENT

THIS AGREEMENT, made and entered into this 25<sup>th</sup> day of April, 2005 by and between Forsyth County, North Carolina on behalf of its Forsyth County Emergency Medical Services Department (the "County"), and North Carolina Baptist Hospital ("NCBH");

For the purpose and subject to the terms and conditions hereinafter set forth the County and NCBH hereby contract for the provision of County personnel to provide paramedic services for NCBH as set forth herein below.

### 1. The County's Responsibilities

The County shall:

- A. Provide, for all shifts, a full-time paramedic, certified for critical care, to serve as a critical care paramedic, under the supervision of a registered nurse, in each NCBH critical care ambulance.
- B. Provide continuing education to the paramedics at the Critical Care level.

### 2. NCBH's Responsibilities

NCBH shall:

- A. Pay the County its total expenses in providing full-time, critical care paramedic positions. NCBH agrees to reimburse the County for all costs associated with each of the positions, including overtime pay. The County will invoice NCBH monthly. A sample list of expenses to be billed monthly for each employee is shown on Attachment A; which is attached hereto and incorporated herein by reference. At least 30 days before the anniversary of this Agreement, the County shall provide to NCBH in writing an estimate of the amount for the forthcoming year beginning on the Anniversary Date.
- B. Provide all necessary initial training for paramedics to achieve the Critical Care Paramedic status and provide instruction regarding NCBH procedures and protocols. These initial training classes will be scheduled at times, mutually agreed to by the County and NCBH.
- C. Provide all equipment, and medicine used by County paramedics while operating as a Critical Care Paramedic on NCBH Critical Care Unit.

- D. Provide a NCBH Registered Nurse to accompany and supervise County paramedic at all times that the paramedic is providing service to NCBH.
- E. Provide additional initial training for County paramedics at the Critical Care Status on a schedule mutually agreed to by the County and NCBH.

### 3. Contract Period

- A. The services of the Provider shall begin upon full execution of this Agreement and, unless sooner terminated as provided herein or by mutual consent; shall be provided for a period of one year, renewed automatically on an annual basis, provided that either party shall have the right to terminate this Agreement for services upon ninety (90) days notice in writing to the other party. If either party fails to perform any provision in this Agreement, the other party shall provide written notice of such failure and shall provide the breaching party 30 days to cure such breach. If the breaching party fails to cure such breach within 30 days of such notice, the other party may immediately terminate the Agreement.

### 4. Indemnity

- A. NCBH shall indemnify, defend, and hold the County and its Agents harmless from any claims, expenses (including attorney fees), costs or liability arising from or relating to acts or omissions of a County paramedic while performing services pursuant to this Agreement.

### 5. Miscellaneous

- A. NCBH shall pay the County no later than the fifth (5<sup>th</sup>) day of each month for the prior month's service an amount equal to one-twelfth of the annual Cost. In the event that NCBH fails to pay this amount in a timely manner, interest shall accrue at an annual rate of eight percent (8%) per year.

Both parties shall operate as independent contractors, and employees of neither NCBH nor the County shall be treated as employees of the other party with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither party shall be responsible for withholding or paying federal, state, nor payroll tax of any kind for employees of the other party.

Employees of neither party shall be treated as employees of the other party with respect to the services performed hereunder for purposes of eligibility for,

or participation in, any employee pension, health, or other fringe benefit plan of the other party.

NCBH shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

Neither party has the authority to enter into contracts or agreements on behalf of the other party.

Both parties declare that they have complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

NCBH (referred to in Section 6, herein as "Contractor") shall maintain, at its sole expense, the following insurance coverage:

#### 6. Medical Professional Insurance Requirements

Insurance. The contractor shall procure and maintain for the duration of the contact the following insurance.

A. Commercial General Liability Insurance. The Contractor shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance shall:

1. Include the County, its officials, officers, and employees as insureds with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, or employees.

- B. Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. Worker's Compensation and Employers' Liability Insurance. The Contractor shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of no less than \$500,000 each accident.
- D. Professional Liability Insurance. The Contractor shall maintain professional liability insurance or equivalent form with a limit of not less than \$2,000,000. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit.
- E. Other Insurance Requirements. The Contractor shall:
1. Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County.
  2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
  3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
  4. Maintain such insurance from the time services commence until services are completed.
  5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.
- F. The Contractor understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

ATTACHMENT A

Expenses to be billed monthly

Expenses for EACH Paramedic  
All County Direct and Indirect Costs To Include, But Not  
Limited To The Following:

Salary

Overtime Pay

Fringe Benefits (Dental, Life, Health, Pension, Taxes)

Uniforms (Protective Gear)

Insurance (Liability, Malpractice)

Administrative Cost (7.85%)

Medical Director (Prorated Share)



This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.

IN WITNESS WHEREOF, the County and NCBH have set their hands and seals as of the day and year first above written.

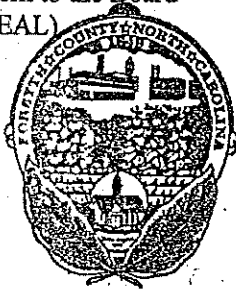
FORSYTH COUNTY

By: *Graham Pervier*  
Graham Pervier County Manager

Approved as to form and legality

ATTEST:

*James Cote*  
Clerk to the Board  
(SEAL)



JUN 13 2005

FORSYTH COUNTY, N.C.  
By: *David J. East*  
County Attorney

NORTH CAROLINA BAPTIST HOSPITAL:

By: *Ray C. Smith*

(seal)

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