

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 07 September 2010

SUBJECT: Ambulance Franchise renewals

ATTACHMENTS: Franchises (5)

SUMMARY OF REQUEST:

Pursuant to Chapter 87 of the Henderson County Code, Henderson County has granted ambulance service franchises to the following entities:

- Gerton Volunteer Fire Department and Rescue, Inc.
- Henderson County Rescue Squad, Inc.
- Medical Emergency Ambulance, Inc.
- Mills River Volunteer Fire and Rescue, Inc.
- Mission Hospital

First (of two) approvals of these franchise grants was made 18 August 2010. This is for final approval for these five-year grants. Staff recommends renewal of all these franchises.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the renewal of the franchises.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the renewal of all the existing ambulance franchises, and authorize the Chairman and staff to prepare and execute documentation of the same.

GRANT OF FRANCHISE TO MEDICAL EMERGENCY AMBULANCE, INC., GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY, NORTH CAROLINA:

SECTION 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those currently being provided by Henderson County Emergency Medical Services, in that the frequency of non-emergency transport requests and emergency transport requests are growing annually, and the Board expects that in order to meet the demand for non-emergency transport services and emergency transport services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and licensed by the State of North Carolina, and that only duly certified Emergency Medical Technicians and Emergency Medical Technician-Paramedics will be providing the Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services.

SECTION 2. GRANT AND TERM:

Subject to the terms and conditions of the "Ordinance for the Operation of Ambulance Service in Henderson County" (hereinafter referred to as the "Ambulance Ordinance, as amended"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, MEDICAL EMERGENCY AMBULANCE, INC., hereinafter "Grantee", is hereby granted for the term of five (5) years through and until 30 June, 2015, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service (hereinafter sometimes collectively referred to as "transport services" or "Transport Services") in the incorporated and unincorporated areas of Henderson County. Grantee shall be required to abide by the terms of this Grant of Franchise, and the Ambulance Ordinance, as amended, in providing these Transport Services to the incorporated and unincorporated areas of Henderson County. In addition Grantee will be required to comply with local laws of the Municipality having jurisdiction over each incorporated area of Henderson County.

SECTION 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICES:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with the Ambulance Ordinance, as amended, and the following terms and conditions:



3.1 Location. The Mutual-Aid Emergency Transport Service ambulances shall operate from 5 West Haven Drive, Arden, North Carolina 28704 and 70 Woodfin Place, Asheville, North Carolina 28801. Grantee shall be required to secure the prior approval of the County before relocating any of the bases of operation to other sites. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with the Ambulance Ordinance, as amended, and applicable state laws.

3.2 Ownership and Officers. The Grantee is solely owned and operated by MEDICAL EMERGENCY AMBULANCE, INC. As provided in the Ambulance Ordinance, as amended, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this Grant of Franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in this Grant of Franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the Grant of Franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of the Ambulance Ordinance, as amended.

Officers of the Grantee are as follows:

President:	Kermit T. Tolley
Vice President:	Tonya T. Gibson
Treasurer:	Sharon A. Tolley
Secretary:	Patricia G. Creasman

3.3 Personnel. Grantee has provided the EMS Director with the NC Office of Emergency Medical Services (NCOEMS) State Certifications of the personnel to be used in providing the transport. Only persons in good standing with NCOEMS, whose state certifications are current, may be used by the Grantee in providing the transport services. The treatment services provided by all of Grantee's personnel shall be limited to that allowed by their NCOEMS state certifications. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit their NCOEMS certifications to the EMS Director. Grantee shall be required to submit copies of all new certifications and re-certifications related to the provision of transportation services of all personnel within thirty (30) days of the date of such new certification or re-certification. Additionally, Grantee shall immediately notify the Director of any change in the certification status or standing with NCOEMS of any personnel in which the personnel is reprimanded or otherwise disciplined by NCOEMS, or their certification is suspended, revoked or otherwise negatively impacted.

3.4 Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. A list of the ambulances has been provided to the EMS



Director by VIN Number. Grantee shall be required to submit like information on any new ambulances acquired for the provision of transport services to the EMS Director, and shall secure the approval of NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this Grant of Franchise.

3.5 Financial Reports. Grantee shall notify the EMS Director immediately if its financial condition deteriorates to the point that its financial stability and ability to provide the transport services governed under the terms of this Grant of Franchise is compromised in any material way. Upon receiving such a notification, the EMS Director shall be entitled to receive from Grantee such financial reports and other information as he or she reasonably requires to assess Grantee's financial stability and ability to provide the transport services.

3.6 Hours of Operation, Twenty-Four Hour Coverage, Response Times and Staffing. Grantee shall operate the Transport Services on a twenty-four (24) hour per day basis. Each ambulance shall be staffed by at least two (2) personnel, one of whom must be an Emergency Medical Technician-Paramedic; all others on an ambulance must have at least Emergency Medical Technician certification. The response times shall be no more than forty (40) minutes for unscheduled calls. "Response time", as used in this Grant of Franchise, shall mean the time elapsing from the moment when a call for transport services is received by Grantee's personnel, to the moment when Grantee's personnel arrive at the place that they have been directed to by the caller.

3.7 FCC Licensing. On or before the effective date of this Grant of Franchise, Grantee shall be required to provide to the EMS Director a copy of Grantee's FCC license, with approved frequencies stated on the face thereof. Grantee shall immediately notify the EMS Director in the event the FCC license expires, is terminated, or revoked, or if the approved frequencies are changed by the FCC.

3.8 Business Phone Numbers. Grantee has provided the following phone numbers, mobile and stationery, to be used in the operation of the transport services:

Medical Emergency Ambulance, Inc. Office: 828-684-3263
24-Hour: 828-684-0287
Buncombe County Contact: 828-250-6650
Chief's Contact: 828-712-0184
Asst. Chief: 828-712-0186
Asst. Chief: 828-551-4832
Captain: 828-301-6758
Lieutenant: 828-206-0159

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the transport services governed by this Grant of Franchise. In addition, Grantee shall register the above listed phone numbers, and any additions or changes thereto, with all law enforcement agencies and communication centers in Henderson County.



3.9 Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the transport services, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.

3.10 Rates. The Board of Commissioners hereby approves the rates currently being charged by Grantee. These approved rates are as shown on Attachment C. Grantee shall secure the prior written approval of the Board of Commissioners before increasing these rates as required by Section 87-12(A) of the Ambulance Ordinance, as amended.

3.11 Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this Grant of Franchise. When providing emergency calls pursuant to Section 3.14 of this Grant of Franchise, Grantee shall not attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On non-emergency calls attempts to collect payment may be made before the ambulance begins its trip.

3.12 Insurance. Grantee shall provide a certificate of insurance and policy to the EMS Director which meets or exceeds the requirements of the Ambulance Ordinance, as amended, prior to the effective date of this Grant of Franchise. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, as amended, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

3.13 Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this Grant of Franchise is in effect for compliance with State and local laws, ordinances, and regulations, including the Ambulance Ordinance, as amended. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the transport services, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.

3.14 Mutual Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director or his designee, which designee shall be



designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.

3.15 Termination/Suspension of the Franchise. As provided in the Ambulance Ordinance, as amended, Grantee or the County may terminate this Grant of Franchise upon sixty (60) days prior written notice to the other party. In addition, this Grant of Franchise may be suspended, revoked, or terminated by the County if allowed by the Ambulance Ordinance, as amended.

3.16 Reporting/Annual Review. Grantee shall submit a quarterly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Transport Services, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. The EMS Director shall forward the quarterly reports to the Board of Commissioners.

3.17 Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of any negligent or tortious acts or omissions on the part of Grantee or its personnel in the performance of the Transport Services authorized by this Grant of Franchise.

3.18 Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee, be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverages for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees for work they have performed as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of the negligent or tortious performance of such personnel when acting as employees of Grantee.



3.19 Ambulance Ordinance. The performance of services under this Grant of Franchise shall be governed by the terms of this Grant of Franchise and the Ambulance Ordinance, as amended, which shall be read in conjunction herewith.

3.20 Severability. In the event that any Section, paragraph, or clause of this Grant of Franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this Grant of Franchise shall remain in full force and effect.

SECTION 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this Grant of Franchise by Grantee shall constitute representations and covenants by it that:

- (a) It waives all rights and privileges awarded under any previous franchise or ordinance and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- (b) It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- (c) It has examined all the provisions of this Grant of Franchise and the Ambulance Ordinance, as amended, and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- (d) It recognizes the right of the County to make reasonable amendments to the Ambulance Ordinance, as amended, as it now exists and as it is now amended during the term of the Grant of Franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise or Grantee's ability to receive for performing the transport services the compensation set forth in this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- (e) It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

SECTION 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.



SECTION 6. EFFECTIVE DATE:

This Ordinance shall be in full force and effect on and after the ____ day of _____, 20____.

The remainder of this page is intentionally left blank.



IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the _____ day of _____, 20_____.

APPROVED AS TO FORM:

HENDERSON COUNTY

ATTEST: (COUNTY SEAL)

Chairman, Henderson County Board of
Commissioners

Clerk

County Attorney

ACCEPTANCE:

The undersigned _____ on behalf of the MEDICAL
EMERGENCY AMBULANCE, INC., does hereby accept and approve the foregoing and attached Grant of
Franchise and all of its terms, conditions, and amendments; and in consideration of the benefits and
privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations
and things provided to be carried out and performed by it in said Grant of Franchise therefore approved by
the Henderson County Board of Commissioners.

This the __ day of _____, 20_____.

ATTEST: (Corporate Seal)

MEDICAL EMERGENCY AMBULANCE, INC.

President & CEO

Corporate Secretary



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that _____, personally came before me this day and acknowledged that he/she is Secretary to MEDICAL EMERGENCY AMBULANCE, INC. a North Carolina Corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____, sealed with its corporate Seal, and attested by him/herself as its Secretary.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.

=====

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires _____, 20____.



GRANT OF FRANCHISE TO MILLS RIVER FIRE & RESCUE, INC., GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY, NORTH CAROLINA:

SECTION 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those currently being provided by Henderson County Emergency Medical Services, in that the frequency of non-emergency transport requests and emergency transport requests are growing annually, and the Board expects that in order to meet the demand for non-emergency transport services and emergency transport services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and licensed by the State of North Carolina, and that only duly certified Emergency Medical Technicians and Emergency Medical Technician-Paramedics will be providing the Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services.

SECTION 2. GRANT AND TERM:

Subject to the terms and conditions of the "Ordinance for the Operation of Ambulance Service in Henderson County" (hereinafter referred to as the "Ambulance Ordinance, as amended"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, MILLS RIVER FIRE & RESCUE, INC., hereinafter "Grantee", is hereby granted for the term of five (5) years through and until 30 June, 2015, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service (hereinafter sometimes collectively referred to as "transport services" or "Transport Services") in the incorporated and unincorporated areas of Henderson County. Grantee shall be required to abide by the terms of this Grant of Franchise, and the Ambulance Ordinance, as amended, in providing these Transport Services to the incorporated and unincorporated areas of Henderson County. In addition Grantee will be required to comply with local laws of the Municipality having jurisdiction over each incorporated area of Henderson County.

SECTION 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICES:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with the Ambulance Ordinance, as amended, and the following terms and conditions:



3.1 Location. The base of operation of the Mutual-Aid Emergency Transport Service ambulances shall operate from 121 School House Road, Mills River, North Carolina 28759. Grantee shall be required to secure the prior approval of the County before relocating any of the bases of operation to other sites. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with the Ambulance Ordinance, as amended, and applicable state laws.

3.2 Ownership and Officers. The Grantee is solely owned and operated by MILLS RIVER FIRE & RESCUE, INC. As provided in the Ambulance Ordinance, as amended, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this Grant of Franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in this Grant of Franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the Grant of Franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of the Ambulance Ordinance, as amended.

Officers of the Grantee are as follows:

President	Howard Norton
Vice President	Jerry Moore
Secretary	Dave Fowler
Treasurer	Joe Fowler

3.3 Personnel. Grantee has provided the EMS Director with the NC Office of Emergency Medical Services (NCOEMS) State Certifications of the personnel to be used in providing the transport. Only persons in good standing with NCOEMS, whose state certifications are current, may be used by the Grantee in providing the transport services. The treatment services provided by all of Grantee's personnel shall be limited to that allowed by their NCOEMS state certifications. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit their NCOEMS certifications to the EMS Director. Grantee shall be required to submit copies of all new certifications and re-certifications related to the provision of transportation services of all personnel within thirty (30) days of the date of such new certification or re-certification. Additionally, Grantee shall immediately notify the Director of any change in the certification status or standing with NCOEMS of any personnel in which the personnel is reprimanded or otherwise disciplined by NCOEMS, or their certification is suspended, revoked or otherwise negatively impacted.

3.4 Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. A list of the ambulances has been provided to the EMS



Director by VIN Number. Grantee shall be required to submit like information on any new ambulances acquired for the provision of transport services to the EMS Director, and shall secure the approval of NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this Grant of Franchise.

3.5 Financial Reports. Grantee shall notify the EMS Director immediately if its financial condition deteriorates to the point that its financial stability and ability to provide the transport services governed under the terms of this Grant of Franchise is compromised in any material way. Upon receiving such a notification, the EMS Director shall be entitled to receive from Grantee such financial reports and other information as he or she reasonably requires to assess Grantee's financial stability and ability to provide the transport services.

3.6 Hours of Operation, Twenty-Four Hour Coverage, Response Times and Staffing. Grantee shall operate the Transport Services on a twenty-four (24) hour per day basis. Each ambulance shall be staffed by at least two (2) personnel, one of whom must be an Emergency Medical Technician-Paramedic; all others on an ambulance must have at least Emergency Medical Technician certification. The response times shall be no more than forty (40) minutes for unscheduled calls. "Response time", as used in this Grant of Franchise, shall mean the time elapsing from the moment when a call for transport services is received by Grantee's personnel, to the moment when Grantee's personnel arrive at the place that they have been directed to by the caller.

3.7 FCC Licensing. On or before the effective date of this Grant of Franchise, Grantee shall be required to provide to the EMS Director a copy of Grantee's FCC license, with approved frequencies stated on the face thereof. Grantee shall immediately notify the EMS Director in the event the FCC license expires, is terminated, or revoked, or if the approved frequencies are changed by the FCC.

3.8 Business Phone Numbers. Grantee has provided the following phone numbers, mobile and stationery, to be used in the operation of the transport services:

Mills River Fire & Rescue, Inc. Office: 828-891-7959
Facsimile: 828-891-1490

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the transport services governed by this Grant of Franchise. In addition, Grantee shall register the above listed phone numbers, and any additions or changes thereto, with all law enforcement agencies and communication centers in Henderson County.

3.9 Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the transport services, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.



3.10 Rates. The Board of Commissioners hereby approves the rates currently being charged by Grantee. These approved rates are as shown on Attachment C. Grantee shall secure the prior written approval of the Board of Commissioners before increasing these rates as required by Section 87-12(A) of the Ambulance Ordinance, as amended.

3.11 Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this Grant of Franchise. When providing emergency calls pursuant to Section 3.14 of this Grant of Franchise, Grantee shall not attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On non-emergency calls attempts to collect payment may be made before the ambulance begins its trip.

3.12 Insurance. Grantee shall provide a certificate of insurance and policy to the EMS Director which meets or exceeds the requirements of the Ambulance Ordinance, as amended, prior to the effective date of this Grant of Franchise. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, as amended, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

3.13 Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this Grant of Franchise is in effect for compliance with State and local laws, ordinances, and regulations, including the Ambulance Ordinance, as amended. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the transport services, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.

3.14 Mutual Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.





3.15 Termination/Suspension of the Franchise. As provided in the Ambulance Ordinance, as amended, Grantee or the County may terminate this Grant of Franchise upon sixty (60) days prior written notice to the other party. In addition, this Grant of Franchise may be suspended, revoked, or terminated by the County if allowed by the Ambulance Ordinance, as amended.

3.16 Reporting/Annual Review. Grantee shall submit a quarterly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Transport Services, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. The EMS Director shall forward the quarterly reports to the Board of Commissioners.

3.17 Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of any negligent or tortious acts or omissions on the part of Grantee or its personnel in the performance of the Transport Services authorized by this Grant of Franchise.

3.18 Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee, be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverages for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees for work they have performed as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of the negligent or tortious performance of such personnel when acting as employees of Grantee.

3.19 Ambulance Ordinance. The performance of services under this Grant of Franchise shall be governed by the terms of this Grant of Franchise and the Ambulance Ordinance, as amended, which shall be read in conjunction herewith.



3.20 Severability. In the event that any Section, paragraph, or clause of this Grant of Franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this Grant of Franchise shall remain in full force and effect.

SECTION 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this Grant of Franchise by Grantee shall constitute representations and covenants by it that:

- (a) It waives all rights and privileges awarded under any previous franchise or ordinance and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- (b) It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- (c) It has examined all the provisions of this Grant of Franchise and the Ambulance Ordinance, as amended, and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- (d) It recognizes the right of the County to make reasonable amendments to the Ambulance Ordinance, as amended, as it now exists and as it is now amended during the term of the Grant of Franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise or Grantee's ability to receive for performing the transport services the compensation set forth in this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- (e) It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

SECTION 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

SECTION 6. EFFECTIVE DATE:

This Ordinance shall be in full force and effect on and after the ____ day of _____, 20_____.

The remainder of this page is intentionally left blank.



IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ____ day
of _____, 20_____.

APPROVED AS TO FORM:

HENDERSON COUNTY

ATTEST: (COUNTY SEAL)

Chairman, Henderson County Board of
Commissioners

Clerk

County Attorney

ACCEPTANCE:

The undersigned _____ on behalf of the MILLS RIVER FIRE &
RESCUE, INC., does hereby accept and approve the foregoing and attached Grant of Franchise and all of its
terms, conditions, and amendments; and in consideration of the benefits and privileges granted to it does
hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided to be
carried out and performed by it in said Grant of Franchise therefore approved by the Henderson County
Board of Commissioners.

This the __ day of _____, 20_____.

ATTEST: (Corporate Seal)

MILLS RIVER FIRE & RESCUE, INC.

President & CEO

Corporate Secretary



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that _____, personally came before me this day and acknowledged that he/she is Secretary to MILLS RIVER FIRE & RESCUE, Inc. a North Carolina Corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____, sealed with its corporate Seal, and attested by him/herself as its Secretary.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.

=====

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires _____, 20____.



**GRANT OF FRANCHISE TO GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC.,
GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE
INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY**

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY,
NORTH CAROLINA:

SECTION 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those currently being provided by Henderson County Emergency Medical Services, in that the frequency of non-emergency transport requests and emergency transport requests are growing annually, and the Board expects that in order to meet the demand for non-emergency transport services and emergency transport services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and licensed by the State of North Carolina, and that only duly certified Emergency Medical Technicians and Emergency Medical Technician-Paramedics will be providing the Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services.

SECTION 2. GRANT AND TERM:

Subject to the terms and conditions of the "Ordinance for the Operation of Ambulance Service in Henderson County" (hereinafter referred to as the "Ambulance Ordinance, as amended"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC., hereinafter "Grantee", is hereby granted for the term of five (5) years through and until 30 June, 2015, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service (hereinafter sometimes collectively referred to as "transport services" or "Transport Services") in the incorporated and unincorporated areas of Henderson County. Grantee shall be required to abide by the terms of this Grant of Franchise, and the Ambulance Ordinance, as amended, in providing these Transport Services to the incorporated and unincorporated areas of Henderson County. In addition Grantee will be required to comply with local laws of the Municipality having jurisdiction over each incorporated area of Henderson County.

SECTION 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICES:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with the Ambulance Ordinance, as amended, and the following terms and conditions:



3.1 Location. The Mutual-Aid Emergency Transport Service ambulances shall operate from 4975 Gerton Highway, Gerton, North Carolina 28735. Grantee shall be required to secure the prior approval of the County before relocating any of the bases of operation to other sites. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with the Ambulance Ordinance, as amended, and applicable state laws.

3.2 Ownership and Officers. The Grantee is solely owned and operated by GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC. As provided in the Ambulance Ordinance, as amended, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this Grant of Franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in this Grant of Franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the Grant of Franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of the Ambulance Ordinance, as amended.

3.3 Personnel. Grantee has provided the EMS Director with the NC Office of Emergency Medical Services (NCOEMS) State Certifications of the personnel to be used in providing the transport. Only persons in good standing with NCOEMS, whose state certifications are current, may be used by the Grantee in providing the transport services. The treatment services provided by all of Grantee's personnel shall be limited to that allowed by their NCOEMS state certifications. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit their NCOEMS certifications to the EMS Director. Grantee shall be required to submit copies of all new certifications and re-certifications related to the provision of transportation services of all personnel within thirty (30) days of the date of such new certification or re-certification. Additionally, Grantee shall immediately notify the Director of any change in the certification status or standing with NCOEMS of any personnel in which the personnel is reprimanded or otherwise disciplined by NCOEMS, or their certification is suspended, revoked or otherwise negatively impacted.

3.4 Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. A list of the ambulances has been provided to the EMS Director by VIN Number. Grantee shall be required to submit like information on any new ambulances acquired for the provision of transport services to the EMS Director, and shall secure the approval of NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this Grant of Franchise.

3.5 Financial Reports. Grantee shall notify the EMS Director immediately if its financial condition deteriorates to the point that its financial stability and ability to provide the transport services governed



under the terms of this Grant of Franchise is compromised in any material way. Upon receiving such a notification, the EMS Director shall be entitled to receive from Grantee such financial reports and other information as he or she reasonably requires to assess Grantee's financial stability and ability to provide the transport services.

3.6 Hours of Operation, Twenty-Four Hour Coverage, Response Times and Staffing. Grantee shall operate the Transport Services on a twenty-four (24) hour per day basis. Each ambulance shall be staffed by at least two (2) personnel, one of whom must be an Emergency Medical Technician-Paramedic; all others on an ambulance must have at least Emergency Medical Technician certification. The response times shall be no more than forty (40) minutes for unscheduled calls. "Response time", as used in this Grant of Franchise, shall mean the time elapsing from the moment when a call for transport services is received by Grantee's personnel, to the moment when Grantee's personnel arrive at the place that they have been directed to by the caller.

3.7 FCC Licensing. On or before the effective date of this Grant of Franchise, Grantee shall be required to provide to the EMS Director a copy of Grantee's FCC license, with approved frequencies stated on the face thereof. Grantee shall immediately notify the EMS Director in the event the FCC license expires, is terminated, or revoked, or if the approved frequencies are changed by the FCC.

3.8 Business Phone Numbers. Grantee has provided the following phone numbers, mobile and stationery, to be used in the operation of the transport services:

Gerton Volunteer Fire Department and Rescue, Inc. Office: 828-625-2779
Facsimile: 828-625-2779
Chief's contact: 828-674-0066

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the transport services governed by this Grant of Franchise. In addition, Grantee shall register the above listed phone numbers, and any additions or changes thereto, with all law enforcement agencies and communication centers in Henderson County.

3.9 Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the transport services, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.

3.10 Rates. The Board of Commissioners hereby approves the rates currently being charged by Grantee. These approved rates are as shown on Attachment C. Grantee shall secure the prior written approval of the Board of Commissioners before increasing these rates as required by Section 87-12(A) of the Ambulance Ordinance, as amended.



3.11 Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this Grant of Franchise. When providing emergency calls pursuant to Section 3.14 of this Grant of Franchise, Grantee shall not attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On non-emergency calls attempts to collect payment may be made before the ambulance begins its trip.

3.12 Insurance. Grantee shall provide a certificate of insurance and policy to the EMS Director which meets or exceeds the requirements of the Ambulance Ordinance, as amended, prior to the effective date of this Grant of Franchise. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, as amended, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

3.13 Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this Grant of Franchise is in effect for compliance with State and local laws, ordinances, and regulations, including the Ambulance Ordinance, as amended. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the transport services, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.

3.14 Mutual Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.

3.15 Termination/Suspension of the Franchise. As provided in the Ambulance Ordinance, as amended, Grantee or the County may terminate this Grant of Franchise upon sixty (60) days prior written notice to the other party. In addition, this Grant of Franchise may be suspended, revoked, or terminated by the County if allowed by the Ambulance Ordinance, as amended.



3.16 Reporting/Annual Review. Grantee shall submit a quarterly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Transport Services, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. The EMS Director shall forward the quarterly reports to the Board of Commissioners.

3.17 Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of any negligent or tortious acts or omissions on the part of Grantee or its personnel in the performance of the Transport Services authorized by this Grant of Franchise.

3.18 Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee, be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverages for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees for work they have performed as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of the negligent or tortious performance of such personnel when acting as employees of Grantee.

3.19 Ambulance Ordinance. The performance of services under this Grant of Franchise shall be governed by the terms of this Grant of Franchise and the Ambulance Ordinance, as amended, which shall be read in conjunction herewith.

3.20 Severability. In the event that any Section, paragraph, or clause of this Grant of Franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this Grant of Franchise shall remain in full force and effect.



SECTION 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this Grant of Franchise by Grantee shall constitute representations and covenants by it that:

- (a) It waives all rights and privileges awarded under any previous franchise or ordinance and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- (b) It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- (c) It has examined all the provisions of this Grant of Franchise and the Ambulance Ordinance, as amended, and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- (d) It recognizes the right of the County to make reasonable amendments to the Ambulance Ordinance, as amended, as it now exists and as it is now amended during the term of the Grant of Franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise or Grantee's ability to receive for performing the transport services the compensation set forth in this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- (e) It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

SECTION 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

SECTION 6. EFFECTIVE DATE:

This Ordinance shall be in full force and effect on and after the ____ day of _____, 20_____.

The remainder of this page is intentionally left blank.



IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ____ day
of _____, 20_____.

APPROVED AS TO FORM:

HENDERSON COUNTY

ATTEST: (COUNTY SEAL)

Chairman, Henderson County Board of
Commissioners

Clerk

County Attorney

ACCEPTANCE:

The undersigned _____ on behalf of the GERTON
VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC., does hereby accept and approve the foregoing
and attached Grant of Franchise and all of its terms, conditions, and amendments; and in consideration of
the benefits and privileges granted to it does hereby agree to abide by, carry out, observe, and perform all
of the obligations and things provided to be carried out and performed by it in said Grant of Franchise
therefore approved by the Henderson County Board of Commissioners.

This the __ day of _____, 20_____.

ATTEST: (Corporate Seal)

GERTON VOLUNTEER FIRE DEPARTMENT AND
RESCUE, INC.

President & CEO

Corporate Secretary



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that _____, personally came before me this day and acknowledged that he/she is Secretary to GERTON VOLUNTEER FIRE DEPARTMENT AND RESCUE, INC. a North Carolina Corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____, sealed with its corporate Seal, and attested by him/herself as its _____ Secretary.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.

=====

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires _____, 20____.



GRANT OF FRANCHISE TO HENDERSON COUNTY RESCUE SQUAD, INC., GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY, NORTH CAROLINA:

SECTION 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those currently being provided by Henderson County Emergency Medical Services, in that the frequency of non-emergency transport requests and emergency transport requests are growing annually, and the Board expects that in order to meet the demand for non-emergency transport services and emergency transport services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and licensed by the State of North Carolina, and that only duly certified Emergency Medical Technicians and Emergency Medical Technician-Paramedics will be providing the Mutual-Aid Emergency Transport Services.

SECTION 2. GRANT AND TERM:

Subject to the terms and conditions of the "Ordinance for the Operation of Ambulance Service in Henderson County" (hereinafter referred to as the "Ambulance Ordinance, as amended"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, HENDERSON COUNTY RESCUE SQUAD, INC., hereinafter "Grantee", is hereby granted for the term of five (5) years through and until 30 June, 2015, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service (hereinafter sometimes collectively referred to as "transport services" or "Transport Services") in the incorporated and unincorporated areas of Henderson County. Grantee shall be required to abide by the terms of this Grant of Franchise, and the Ambulance Ordinance, as amended, in providing these Transport Services to the incorporated and unincorporated areas of Henderson County. In addition Grantee will be required to comply with local laws of the Municipality having jurisdiction over each incorporated area of Henderson County.

SECTION 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICES:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with the Ambulance Ordinance, as amended, and the following terms and conditions:



3.1 Location. The Mutual-Aid Emergency Transport Service ambulances shall operate from 322 Williams Street, Hendersonville, North Carolina 28793. Grantee shall be required to secure the prior approval of the County before relocating any of the bases of operation to other sites. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with the Ambulance Ordinance, as amended, and applicable state laws.

3.2 Ownership and Officers. The Grantee is owned and operated solely by HENDERSON COUNTY RESCUE SQUAD, INC. As provided in the Ambulance Ordinance, as amended, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this Grant of Franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in this Grant of Franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the Grant of Franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of the Ambulance Ordinance, as amended.

3.3 Personnel. Grantee has provided the EMS Director with the NC Office of Emergency Medical Services (NCOEMS) State Certifications of the personnel to be used in providing the transport. Only persons in good standing with NCOEMS, whose state certifications are current, may be used by the Grantee in providing the transport services. The treatment services provided by all of Grantee's personnel shall be limited to that allowed by their NCOEMS state certifications. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit their NCOEMS certifications to the EMS Director. Grantee shall be required to submit copies of all new certifications and re-certifications related to the provision of transportation services of all personnel within thirty (30) days of the date of such new certification or re-certification. Additionally, Grantee shall immediately notify the Director of any change in the certification status or standing with NCOEMS of any personnel in which the personnel is reprimanded or otherwise disciplined by NCOEMS, or their certification is suspended, revoked or otherwise negatively impacted.

3.4 Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. A list of the ambulances has been provided to the EMS Director by VIN Number. Grantee shall be required to submit like information on any new ambulances acquired for the provision of transport services to the EMS Director, and shall secure the approval of NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this Grant of Franchise.

3.5 Financial Reports. Grantee shall notify the EMS Director immediately if its financial condition deteriorates to the point that its financial stability and ability to provide the transport services governed



under the terms of this Grant of Franchise is compromised in any material way. Upon receiving such a notification, the EMS Director shall be entitled to receive from Grantee such financial reports and other information as he or she reasonably requires to assess Grantee's financial stability and ability to provide the transport services.

3.6 Hours of Operation, Twenty-Four Hour Coverage, Response Times and Staffing. Grantee shall operate the Transport Services on a twenty-four (24) hour per day basis. Each ambulance shall be staffed by at least two (2) personnel, one of whom must be an Emergency Medical Technician-Paramedic; all others on an ambulance must have at least Emergency Medical Technician certification. The response times shall be no more than forty (40) minutes for unscheduled calls. "Response time", as used in this Grant of Franchise, shall mean the time elapsing from the moment when a call for transport services is received by Grantee's personnel, to the moment when Grantee's personnel arrive at the place that they have been directed to by the caller.

3.7 FCC Licensing. On or before the effective date of this Grant of Franchise, Grantee shall be required to provide to the EMS Director a copy of Grantee's FCC license, with approved frequencies stated on the face thereof. Grantee shall immediately notify the EMS Director in the event the FCC license expires, is terminated, or revoked, or if the approved frequencies are changed by the FCC.

3.8 Business Phone Numbers. Grantee has provided the following phone numbers, mobile and stationery, to be used in the operation of the transport services:

Henderson County Rescue Squad, Inc. office: 828-692-3487
Facsimile: 828-692-1642

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the transport services governed by this Grant of Franchise. In addition, Grantee shall register the above listed phone numbers, and any additions or changes thereto, with all law enforcement agencies and communication centers in Henderson County.

3.9 Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the transport services, including Record of Dispatch, Trip Record (Ambulance Call Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.

3.10 Rates. The Board of Commissioners hereby approves the rates currently being charged by Grantee. These approved rates are as shown on Attachment C. Grantee shall secure the prior written approval of the Board of Commissioners before increasing these rates as required by Section 87-12(A) of the Ambulance Ordinance, as amended.

3.11 Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this Grant of Franchise. When providing emergency calls pursuant to Section



3.14 of this Grant of Franchise, Grantee shall not attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On non-emergency calls attempts to collect payment may be made before the ambulance begins its trip.

3.12 Insurance. Grantee shall provide a certificate of insurance and policy to the EMS Director which meets or exceeds the requirements of the Ambulance Ordinance, as amended, prior to the effective date of this Grant of Franchise. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, as amended, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

3.13 Inspections/Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this Grant of Franchise is in effect for compliance with State and local laws, ordinances, and regulations, including the Ambulance Ordinance, as amended. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the transport services, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.

3.14 Mutual Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.

3.15 Termination/Suspension of the Franchise. As provided in the Ambulance Ordinance, as amended, Grantee or the County may terminate this Grant of Franchise upon sixty (60) days prior written notice to the other party. In addition, this Grant of Franchise may be suspended, revoked, or terminated by the County if allowed by the Ambulance Ordinance, as amended.



3.16 Reporting/Annual Review. Grantee shall submit a quarterly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Transport Services, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. The EMS Director shall forward the quarterly reports to the Board of Commissioners.

3.17 Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of any negligent or tortious acts or omissions on the part of Grantee or its personnel in the performance of the Transport Services authorized by this Grant of Franchise.

3.18 Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee, be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverages for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees for work they have performed as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of the negligent or tortious performance of such personnel when acting as employees of Grantee.

3.19 Ambulance Ordinance. The performance of services under this Grant of Franchise shall be governed by the terms of this Grant of Franchise and the Ambulance Ordinance, as amended, which shall be read in conjunction herewith.

3.20 Severability. In the event that any Section, paragraph, or clause of this Grant of Franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this Grant of Franchise shall remain in full force and effect.



SECTION 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this Grant of Franchise by Grantee shall constitute representations and covenants by it that:

- (a) It waives all rights and privileges awarded under any previous franchise or ordinance and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- (b) It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- (c) It has examined all the provisions of this Grant of Franchise and the Ambulance Ordinance, as amended, and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- (d) It recognizes the right of the County to make reasonable amendments to the Ambulance Ordinance, as amended, as it now exists and as it is now amended during the term of the Grant of Franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise or Grantee's ability to receive for performing the transport services the compensation set forth in this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- (e) It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

SECTION 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.

SECTION 6. EFFECTIVE DATE:

This Ordinance shall be in full force and effect on and after the ____ day of _____, 20_____.

The remainder of this page is intentionally left blank.



IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ____ day
of _____, 20_____.

APPROVED AS TO FORM:

HENDERSON COUNTY

ATTEST: (COUNTY SEAL)

Chairman, Henderson County Board of
Commissioners

Clerk

County Attorney

ACCEPTANCE:

The undersigned _____ on behalf of the HENDERSON
COUNTY RESCUE SQUAD, INC., does hereby accept and approve the foregoing and attached Grant of
Franchise and all of its terms, conditions, and amendments; and in consideration of the benefits and
privileges granted to it does hereby agree to abide by, carry out, observe, and perform all of the obligations
and things provided to be carried out and performed by it in said Grant of Franchise therefore approved by
the Henderson County Board of Commissioners.

This the __ day of _____, 20_____.

ATTEST: (Corporate Seal)

HENDERSON COUNTY RESCUE SQUAD, INC.

President & CEO

Corporate Secretary



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that _____, personally came before me this day and acknowledged that he/she is Secretary to HENDERSON COUNTY RESCUE SQUAD, INC. a North Carolina Corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____, sealed with its corporate Seal, and attested by him/herself as its Secretary.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.

=====

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires _____, 20____.



GRANT OF FRANCHISE TO ARC-ANGEL TRANSPORT SERVICES, GRANTEE, TO OPERATE A MUTUAL-AID EMERGENCY TRANSPORT SERVICE IN THE INCORPORATED AND UNINCORPORATED AREAS OF HENDERSON COUNTY

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HENDERSON COUNTY, NORTH CAROLINA:

SECTION 1. FINDINGS OF THE BOARD:

The Board of Commissioners finds that the public convenience and necessity require that Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services be available in Henderson County, in addition to those currently being provided by Henderson County Emergency Medical Services, in that the frequency of non-emergency transport requests and emergency transport requests are growing annually, and the Board expects that in order to meet the demand for non-emergency transport services and emergency transport services, additional certified personnel will be required. In addition, the Board finds that, as explained below, each ambulance, the premises, and all equipment has been inspected and certified by the County and licensed by the State of North Carolina, and that only duly certified Emergency Medical Technicians and Emergency Medical Technician-Paramedics will be providing the Inter-facility Specialty Care Transport Services, Air Ambulance Transport Services and Mutual-Aid Emergency Transport Services.

SECTION 2. GRANT AND TERM:

Subject to the terms and conditions of the "Ordinance for the Operation of Ambulance Service in Henderson County" (hereinafter referred to as the "Ambulance Ordinance, as amended"), adopted on the 19th day of January, 1983, as amended, and the other terms and conditions of this Grant of Franchise, THE ODIN CORPORATION, d/b/a ARC' ANGEL TRANS'SUPPORT SERVICES, hereinafter "Grantee", is hereby granted for the term of five (5) years through and until 30 June, 2015, the non-exclusive right, privilege, and franchise to operate a Mutual-Aid Emergency Transport Service (hereinafter sometimes collectively referred to as "transport services" or "Transport Services") in the incorporated and unincorporated areas of Henderson County. Grantee shall be required to abide by the terms of this Grant of Franchise, and the Ambulance Ordinance, as amended, in providing these Transport Services to the incorporated and unincorporated areas of Henderson County. In addition Grantee will be required to comply with local laws of the Municipality having jurisdiction over each incorporated area of Henderson County.



SECTION 3. OPERATION OF THE MUTUAL-AID EMERGENCY TRANSPORT SERVICES:

Grantee agrees to operate a Mutual-Aid Emergency Transport Service in the unincorporated and incorporated areas of Henderson County in accordance with the Ambulance Ordinance, as amended, and the following terms and conditions:

3.1 Location. The Mutual-Aid Emergency Transport Service ambulances shall operate from 1525 Haywood Road, Hendersonville, North Carolina 28791. Grantee shall be required to secure the prior approval of the County before relocating any of the bases of operation to other sites. Such approval by the County shall be conditioned upon a site inspection and approval by the Director of the Henderson County Emergency Medical Services, hereinafter "EMS Director", and the State of North Carolina Office of Emergency Medical Services, hereinafter "NCOEMS" in accordance with the Ambulance Ordinance, as amended, and applicable state laws.

3.2 Ownership and Officers. The Grantee is owned and operated solely by Aaron D. Edney. As provided in the Ambulance Ordinance, as amended, Grantee may not transfer ownership or control of more than ten (10) percent to any other person or group of persons without the prior approval of the County. A transfer of the entire ownership or control of Grantee shall terminate this Grant of Franchise. In addition, Grantee may not sell, assign, mortgage, or otherwise transfer any interest in this Grant of Franchise without the County's prior approval. Grantee shall therefore notify the EMS Director at least sixty (60) days in advance of any requested date of approval of a change of ownership or control in the Grant of Franchise or the franchised operation. It shall be the responsibility of the EMS Director to bring any such requests for approval to the Henderson County Board of Commissioners. Review of any such requests by the Henderson County Board of Commissioners shall be in accordance with the terms of the Ambulance Ordinance, as amended.

Officers of the Grantee are as follows:

President	Aaron D. Edney
-----------	----------------

3.3 Personnel. Grantee has provided the EMS Director with the NC Office of Emergency Medical Services (NCOEMS) State Certifications of the personnel to be used in providing the transport. Only persons in good standing with NCOEMS, whose state certifications are current, may be used by the Grantee in providing the transport services. The treatment services provided by all of Grantee's personnel shall be limited to that allowed by their NCOEMS state certifications. Prior to hiring any other personnel (excluding administrative personnel), Grantee shall submit their NCOEMS certifications to the EMS Director. Grantee shall be required to submit copies of all new certifications and re-certifications related to the provision of transportation services of all personnel within thirty (30) days of the date of such new certification or re-certification. Additionally, Grantee shall immediately notify the Director of any change in the certification status or standing with NCOEMS of any personnel in which the personnel is reprimanded or otherwise disciplined by NCOEMS, or their certification is suspended, revoked or otherwise negatively impacted.



3.4 Equipment and Ambulances. The Ambulances and Equipment of Grantee have been inspected and approved by the EMS Director and the NCOEMS. A list of the ambulances has been provided to the EMS Director by VIN Number. Grantee shall be required to submit like information on any new ambulances acquired for the provision of transport services to the EMS Director, and shall secure the approval of NCOEMS prior to putting any such ambulances into operation pursuant to the terms of this Grant of Franchise.

3.5 Financial Reports. Grantee shall notify the EMS Director immediately if its financial condition deteriorates to the point that its financial stability and ability to provide the transport services governed under the terms of this Grant of Franchise is compromised in any material way. Upon receiving such a notification, the EMS Director shall be entitled to receive from Grantee such financial reports and other information as he or she reasonably requires to assess Grantee's financial stability and ability to provide the transport services.

3.6 Hours of Operation, Twenty-Four Hour Coverage, Response Times and Staffing. Grantee shall operate the Transport Services on a twenty-four (24) hour per day basis. Each ambulance shall be staffed by at least two (2) personnel, one of whom must be an Emergency Medical Technician-Paramedic; all others on an ambulance must have at least Emergency Medical Technician certification. The response times shall be no more than forty (40) minutes for unscheduled calls. "Response time", as used in this Grant of Franchise, shall mean the time elapsing from the moment when a call for transport services is received by Grantee's personnel, to the moment when Grantee's personnel arrive at the place that they have been directed to by the caller.

3.7 FCC Licensing. On or before the effective date of this Grant of Franchise, Grantee shall be required to provide to the EMS Director a copy of Grantee's FCC license, with approved frequencies stated on the face thereof. Grantee shall immediately notify the EMS Director in the event the FCC license expires, is terminated, or revoked, or if the approved frequencies are changed by the FCC.

3.8 Business Phone Numbers. Grantee has provided the following phone numbers, mobile and stationery, to be used in the operation of the transport services:

Arc' Angel Trans' Support Services office: 828-696-0515

Facsimile: 828-696-1487

Grantee shall promptly notify the EMS Director of any additional or changed phone numbers to be utilized by Grantee in the operation of the transport services governed by this Grant of Franchise. In addition, Grantee shall register the above listed phone numbers, and any additions or changes thereto, with all law enforcement agencies and communication centers in Henderson County.

3.9 Ambulance Call Report/Daily Inspection Checklists/Etc. Grantee has submitted forms to be used in the operation of the transport services, including Record of Dispatch, Trip Record (Ambulance Call



Report), Daily Report Log, Daily and Attendant Checklist and Inspection Report which have been approved by the EMS Director. Grantee shall be required to secure the prior written approval of the EMS Director before amending the forms submitted.

3.10 Rates. The Board of Commissioners hereby approves the rates currently being charged by Grantee. These approved rates are as shown on Attachment C. Grantee shall secure the prior written approval of the Board of Commissioners before increasing these rates as required by Section 87-12(A) of the Ambulance Ordinance, as amended.

3.11 Collections/Billing. Grantee shall be solely responsible for billing and collecting monies for services provided under the terms of this Grant of Franchise. When providing emergency calls pursuant to Section 3.14 of this Grant of Franchise, Grantee shall not attempt to collect rates on emergency calls until the patient has reached the point of destination, has received medical attention and is in a condition deemed by the physician fit to consult with the ambulance service, but such service may attempt to collect rates with family or guardian of the patient once the patient is in the process of receiving medical attention. On non-emergency calls attempts to collect payment may be made before the ambulance begins its trip.

3.12 Insurance. Grantee shall provide a certificate of insurance and policy to the EMS Director which meets or exceeds the requirements of the Ambulance Ordinance, as amended, prior to the effective date of this Grant of Franchise. Grantee shall be required to submit a new certificate of insurance twenty (20) days prior to the expiration date on any certificates submitted, stating a new prospective expiration date for the policy. In the event Grantee chooses to change insurance carriers, Grantee shall submit a certificate of insurance from the new carrier evidencing compliance with the insurance limits set by the Ambulance Ordinance, as amended, at least twenty (20) days prior to the effective date of the new policy, and at least twenty (20) days prior to the cancellation of the policy in effect.

3.13 Inspections/ Certificates/Licenses. The EMS Director shall inspect the facility, equipment and Ambulances not later than April 1 of each calendar year that this Grant of Franchise is in effect for compliance with State and local laws, ordinances, and regulations, including the Ambulance Ordinance, as amended. Notwithstanding the annual inspection, the EMS Director shall have the right at any time to inspect said facility, equipment, and ambulances. In addition, Grantee shall submit copies of the inspection report(s) of the NCOEMS within thirty (30) days of the date of such inspections to the EMS Director. The Grantee shall be required to keep current any other permits or licenses required for the operation of the transport services, and shall submit copies of said permits and licenses to the EMS Director within thirty (30) days of receipt or renewal.

3.14 Mutual Aid Emergency Support. Grantee is hereby authorized under the terms of this Grant of Franchise to assist the Henderson County EMS in the provision of Emergency Transport Services in the case of a major catastrophe or emergency in which ambulances, in addition to those operated by Henderson County EMS are necessary. Grantee agrees to render such assistance, to the extent that its resources allow, when requested to do so by the Henderson County EMS Director or his designee, which designee shall be designated in writing that will be provided to Grantee. Grantee shall not be authorized to provide Emergency Transport Services in the event of a major catastrophe or emergency absent such a request from



the EMS Director, or his designee. Grantee may request reimbursement from the County for actual costs incurred in providing such Emergency Transport Services, excluding overhead. It shall be within the discretion of the Henderson County Board of Commissioners to determine the extent to which the County will reimburse Grantee pursuant to such a request.

3.15 Termination/Suspension of the Franchise. As provided in the Ambulance Ordinance, as amended, Grantee or the County may terminate this Grant of Franchise upon sixty (60) days prior written notice to the other party. In addition, this Grant of Franchise may be suspended, revoked, or terminated by the County if allowed by the Ambulance Ordinance, as amended.

3.16 Reporting/Annual Review. Grantee shall submit a quarterly report to the EMS Director summarizing all activities of Grantee involved in the operation of the Transport Services, including an accumulation of the information shown on the Trip Record including number and types of calls, types of medical assistance, total trip miles, and a break-down of the hours of the day and the days of the week during which such calls were performed, any claims or complaints made against Grantee by a patient, a patient's family member or representative, or any member of the general public in the provision of Transport Services, and any motor vehicle accidents involving an ambulance operated by Grantee. The EMS Director shall forward the quarterly reports to the Board of Commissioners.

3.17 Indemnification. Grantee agrees to indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of any negligent or tortious acts or omissions on the part of Grantee or its personnel in the performance of the Transport Services authorized by this Grant of Franchise.

3.18 Personnel of Henderson County EMS. Any Henderson County EMS personnel that have received proper approval from the County to be employed by Grantee in the hours in which they are released from performing their job duties for Henderson County EMS shall, at all times in which such personnel are actually performing job duties for Grantee, be considered employees of Grantee, and shall not at any such times be considered employees of Henderson County. Grantee shall be responsible for securing any and all coverages for such personnel required by law, including but not limited to Workers Compensation Insurance. Grantee shall be solely responsible for paying any overtime accruing to such employees for work they have performed as employees of Grantee. In addition, Grantee shall indemnify and hold harmless Henderson County for any and all claims, losses, liabilities, demands, actions, or causes of action of any kind or character (including, without limitation, for attorneys' fees, costs, and expenses), claimed by any person or entity, whether known or unknown, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that might mature or accrue subsequent to the date of this Grant of Franchise on account of, connected with, or growing out of the negligent or tortious performance of such personnel when acting as employees of Grantee.



3.19 Ambulance Ordinance. The performance of services under this Grant of Franchise shall be governed by the terms of this Grant of Franchise and the Ambulance Ordinance, as amended, which shall be read in conjunction herewith.

3.20 Severability. In the event that any Section, paragraph, or clause of this Grant of Franchise is deemed unenforceable or invalid by a court of competent jurisdiction, the remainder of this Grant of Franchise shall remain in full force and effect.

SECTION 4. GRANTEE'S REPRESENTATIONS AND COVENANTS:

The acceptance of this Grant of Franchise by Grantee shall constitute representations and covenants by it that:

- (a) It waives all rights and privileges awarded under any previous franchise or ordinance and upon execution of this Grant of Franchise and subsequent acceptance of the same, any and all prior Grant of Franchise or agreements shall be deemed null and void.
- (b) It accepts and agrees to all provisions of this Grant of Franchise and those instruments incorporated herein by reference.
- (c) It has examined all the provisions of this Grant of Franchise and the Ambulance Ordinance, as amended, and waives any claims that any provisions hereof are unreasonable, arbitrary or void.
- (d) It recognizes the right of the County to make reasonable amendments to the Ambulance Ordinance, as amended, as it now exists and as it is now amended during the term of the Grant of Franchise, providing that no such change shall compromise Grantee's ability to perform satisfactorily its obligations or rights under this Grant of Franchise or Grantee's ability to receive for performing the transport services the compensation set forth in this Grant of Franchise. It further recognizes and agrees that Henderson County shall in no way be bound to renew the Franchise at the end of the franchise term.
- (e) It acknowledges that its rights hereunder are subject to the police power of Henderson County to adopt and enforce general ordinances necessary to the safety and welfare of the public; and it agrees to comply with all applicable general laws enacted by Henderson County pursuant to such powers.

SECTION 5. ACCEPTANCE OF FRANCHISE:

This Grant of Franchise shall not be valid unless accepted by Grantee within thirty (30) days of the effective date, said acceptance to be in writing and in such form and executed in such a manner to be a valid and legally binding acceptance.



SECTION 6. EFFECTIVE DATE:

This Ordinance shall be in full force and effect on and after the ____ day of _____, 20____.

The remainder of this page is intentionally left blank.



IN WITNESS HEREOF, the parties have hereunto set their hands and seals on this the ____ day
of _____, 20_____.

APPROVED AS TO FORM:

HENDERSON COUNTY

ATTEST: (COUNTY SEAL)

Chairman, Henderson County Board of
Commissioners

Clerk

County Attorney

ACCEPTANCE:

The undersigned _____ on behalf of the ARC' ANGEL TRANS'
SUPPORT SERVICES, does hereby accept and approve the foregoing and attached Grant of Franchise and
all of its terms, conditions, and amendments; and in consideration of the benefits and privileges granted to
it does hereby agree to abide by, carry out, observe, and perform all of the obligations and things provided
to be carried out and performed by it in said Grant of Franchise therefore approved by the Henderson
County Board of Commissioners.

This the __ day of _____, 20_____.

ATTEST: (Corporate Seal)

ARC' ANGEL TRANS' SUPPORT SERVICES

President & CEO

Corporate Secretary



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that _____, personally came before me this day and acknowledged that he/she is Secretary to ARC' ANGEL TRANS' SUPPORT SERVICES, a North Carolina Corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its _____, sealed with its corporate Seal, and attested by him/herself as its Secretary.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My Commission expires _____, 20____.

=====

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a body politic and corporate and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 20____.

(Official Seal)

Notary Public

My commission expires _____, 20____.



