

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

FRANCHISE AGREEMENT FOR THE PROVISION OF NON-EMERGENCY
AND CONVALESCENT TRANSPORTATION AMBULANCE SERVICES WITHIN
ALAMANCE COUNTY, NORTH CAROLINA

This Franchise Agreement (the "Agreement") is entered into on this ___ day of _____, 2024, by and between Alamance County, North Carolina (the "County"), a political subdivision of the State of North Carolina, and LifeStar Emergency Services, LLC (the "Franchisee").

WHEREAS, Alamance County desires to provide additional, supplemental ambulance services to its residents in compliance with the Alamance County Ambulance Ordinance (the "Ordinance") and N.C.G.S. §153A-250, which authorize counties to grant franchises for ambulance services;

WHEREAS, the Franchisee, LifeStar Emergency Services, LLC, is licensed by the North Carolina Office of Emergency Medical Services (NC OEMS) and has met all requirements specified in the Ordinance and N.C.G.S. §153A-250;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the County and the Franchisee agree as follows:

1. Term: Franchisee has applied for, and the County hereby grants, a non-exclusive franchise to LifeStar Emergency Services, LLC to operate an ambulance service within the boundaries of Alamance County, NC, subject to all terms and conditions of the Ordinance and this Agreement. Franchisee's application is attached hereto as Exhibit A.

This franchise is granted for a period of three (3) years from the date of execution, with the option to terminate without cause by either party with sixty (60) days' prior written notice. Franchisee may apply for renewal in accordance with the terms of the Ordinance and upon demonstration of compliance with all applicable laws and County requirements.

2. Service Area: The franchise area shall encompass the entire County of Alamance.

3. Scope of Services: Franchisee shall provide non-emergency and convalescent medical transportation services in accordance with the Alamance County Ambulance Ordinance. Supplementary emergency services may also be provided without prior approval when responding to calls as outlined under the Ordinance.

4. Compliance: Franchisee shall comply with all provisions of the Ordinance, North Carolina General Statutes, and other applicable federal, state, and local regulations.

5. Personnel Standards: All drivers and attendants shall meet or exceed North Carolina credentialing requirements as set by the NC OEMS and N.C. Gen. Stat. §143, Article 56.

6. Vehicle and Equipment Standards: All vehicles and equipment must comply with NC OEMS standards and be maintained in good working order as required by Section 7 of the Ordinance.

7. Communication Standards: Each ambulance must be equipped with a two-way VHF radio that complies with FCC requirements and is capable of communication on Alamance County EMS Dispatch channels as outlined in Section 8 of the Ordinance.

8. Insurance: Franchisee shall maintain at all times insurance coverage as required by Section 9 of the Ordinance, including:

- General liability insurance with a minimum coverage of \$2,000,000 per occurrence.
- Property damage insurance with a minimum coverage of \$2,000,000 per occurrence.
- Professional liability insurance with a minimum coverage of \$2,000,000 per occurrence.
- Workers' compensation insurance as required by state law.

9. Record-Keeping: Franchisee shall maintain records as required in Section 10 of the Ordinance, including trip records, dispatch logs, and quarterly operation summaries for submission to the County Manager and EMS Director.

10. Legal Compliance: The parties hereby stipulate that Franchisee will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (related to the use of E-Verify), as well as legal prohibitions against unlawful employment/workplace discrimination, and the requirement not to be listed on any divestment list published by the NC State Treasurer and any other Federal or State debarment or suspension lists. Franchisee shall maintain records of such compliance and make those records immediately available upon the written request of Alamance County. Franchisee additionally agrees to comply with all relevant federal, state, and local laws and regulations related to its operations, including but not limited to healthcare privacy (HIPAA), occupational safety (OSHA), and employment regulations. Franchisee shall be solely responsible for ensuring compliance in all aspects of its operations.

11. Rate Schedule: Franchisee shall submit a rate schedule to the County for approval prior to commencing operations. Changes to the rate schedule must receive prior approval from the County.

12. Billing Practices: Franchisee shall adhere to approved billing practices, including post-service collection for emergency calls and pre-trip payment for non-emergency or convalescent transports.

13. Inspection: The County or its designee shall have the right to inspect Franchisee's vehicles, equipment, records, and facilities to ensure compliance with the Ordinance and this Agreement. The County shall have the right to audit the Franchisee's operational, financial, and billing records annually or as deemed necessary, to ensure compliance with the terms of this Agreement and applicable laws.

14. Penalties for Violation: Failure by Franchisee to comply with the terms of this Agreement or the Ordinance shall be grounds for suspension or revocation of the franchise, as outlined in Section 12 of the Ordinance.

15. Indemnification: Franchisee agrees to indemnify, defend, and hold harmless Alamance County, its elected officials, appointees, agents, employees, and representatives from any claims, damages, or losses arising from Franchisee's operations under this Agreement.

16. Amendment: This Agreement may be amended only by written agreement of both parties and must be consistent with all applicable laws and regulations, including updates to the Ordinance or N.C.G.S. §153A-250.

17. Governing Law: The Agreement and the rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction with territorial jurisdiction as to Alamance County, North Carolina.

18. Performance Standards: Franchisee shall maintain minimum response times for non-emergency and convalescent services, as established by the County. The County reserves the right to review and adjust these standards as necessary.

19. Reporting Requirements: Franchisee shall provide monthly or quarterly reports to the County on response times, call volumes, and service areas covered. These reports shall be used to evaluate Franchisee's compliance with performance standards and overall service quality.

20. Termination for Non-Compliance: All terms and conditions of the Ordinance, this Agreement, and any amendment that may be enacted to either, are considered material and failure to perform any of the conditions by Company is considered a breach of this Agreement. Should Company fail to perform any of the terms and conditions, County has the right to immediately terminate the Agreement. In addition to other termination rights outlined in the Ordinance, the County may terminate this franchise for cause in the event

of repeated non-compliance with performance standards, failure to maintain required insurance, failure to comply with relevant legal standards (including the Ordinance), failure to meet response time standards, or other material breaches. The County may also terminate this Agreement immediately upon written notice if the Franchisee files for bankruptcy, becomes insolvent, or ceases to operate.

21. Force Majeure: Neither party shall be liable for delays or failures in performance resulting from acts beyond their reasonable control, including natural disasters, acts of terrorism, pandemics, or government-imposed restrictions. Franchisee agrees to work cooperatively with the County to maintain essential services during such events.

22. Non-Exclusivity and Coordination of Services: This franchise is non-exclusive. Franchisee agrees to coordinate with Alamance County Emergency Medical Services and other healthcare providers to ensure effective service delivery during emergencies or when additional support is needed.

23. Quality Assurance Program: Franchisee shall implement a quality assurance program to ensure high standards of care. The program shall include elements such as patient satisfaction surveys, peer performance reviews, and random audits of service records, and the results shall be shared with the County as requested.

24. Insurance Detail: Franchisee shall provide to the County copies of current insurance certificates and promptly notify the County of any changes in insurance coverage. The County reserves the right to request proof of insurance at any time.

25. Data Sharing and Confidentiality: Any patient and operational data shared between Franchisee and the County shall remain confidential and in compliance with applicable data protection regulations. Franchisee agrees to safeguard all data and restrict access to authorized personnel only.

26. Subcontracting and Assignment: Franchisee shall not subcontract, assign, or transfer any rights or obligations under this Agreement without the prior written consent of the County.

27. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Alamance County
Attn: County Manager
124 W Elm Street
Graham, NC 27253

LifeStar Emergency Services, LLC
Attn: Mike Hoots
3475 Myer Lee Dr #6209
Winston-Salem, NC 27101

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

28. Severability: If any provision of this Agreement is held unenforceable, then it shall be stricken and all remaining provisions of this Agreement shall remain in full force and effect.

29. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in their official capacities with legal authority to do so, as of the date first written above.

Alamance County

By: _____
Heidi York, Alamance County Manager

ATTEST: _____
Tory Frink, Clerk
Alamance County Board of Commissioners

LifeStar Emergency Services, LLC

By: _____
Mike Hoots, Director

ATTEST: _____
Corporate Secretary (or other appropriate corporate official)