

STATE OF NORTH CAROLINA

T 3542

COUNTY OF GUILFORD

**Memorandum of Agreement between the  
CITY OF GREENSBORO, on behalf of its Fire Department  
and  
GUILFORD COUNTY, on behalf of the GUILFORD COUNTY EMS System  
and MICHAEL C. FORTNER, MD**

**AGENCIES:**

THIS MEMORANDUM OF AGREEMENT, hereinafter referred to as the "Agreement", is hereby entered into and effective as of this 1st day of July, 2011, by and between GUILFORD COUNTY, on behalf of its Emergency Services Department and the GUILFORD COUNTY EMS System, hereinafter referred to as the "COUNTY", and the CITY OF GREENSBORO, on behalf of its Fire Department, hereinafter referred to as the "CITY", for the contractual services of MICHAEL C. FORTNER, M.D., hereinafter referred to as "FORTNER", and collectively referred to as the "Parties".

The intent of this Agreement is to allow for the development of the Greensboro Fire Department Basic Education Institution (hereafter "GFDBEI") with the North Carolina Office of Emergency Medical Services for the delivery of Emergency Medical Technician initial and continuing education programs with FORTNER serving as the "Educational Medical Advisor" and COUNTY serving as the Level II EMS Instructor as defined by 10A NCAC 13P.

**BACKGROUND:**

GUILFORD COUNTY Emergency Services is required under North Carolina law to appoint a Medical Director and an Assistant Medical Director as defined in 10A NCAC 13P .0102 for emergency medical services offered by the COUNTY, specifically for the medical oversight of the EMS system, including but not limited to Emergency Medical Dispatch ("EMD"), first response, basic and advanced life support, and EMS educational programs. The Medical Director will provide oversight for all aspects of the Guilford County EMS System as defined in the respective EMS System plan submitted to the NC Office of EMS for approval, and a copy provided to the Medical Directors.

**PURPOSE:**

For the purpose and subject to the terms and conditions hereinafter set forth, the GFDBEI hereby agrees with the COUNTY for the services of FORTNER, and FORTNER agrees to provide the services to the COUNTY in accordance with the terms of this Agreement.

**DEFINITIONS:**

**10A NCAC 13P .0102 DEFINITIONS**

**GUILFORD COUNTY CONTRACT NO. 36460/105764-07/11-057**  
**Greensboro Fire Department Basic Educational Institution Agreement**  
**CITY OF GREENSBORO and MICHAEL C. FORTNER, M.D.**

- "Educational Medical Advisor" means the physician responsible for overseeing the medical aspects of approved EMS educational programs in continuing education, basic, and advanced EMS educational institutions
- "EMS Educational Institution" means any agency credentialed by the OEMS to offer EMS educational programs.
- "EMS System" means a coordinated arrangement of local resources under the authority of the county government (including all agencies, personnel, equipment, and facilities) organized to respond to medical emergencies and integrated with other health care providers and networks including public health, community health monitoring activities, and special needs populations.
- "Medical Oversight" means the responsibility for the management and accountability of the medical care aspects of an EMS System or SCTP. Medical Oversight includes physician direction of the initial education and continuing education of EMS personnel or medical crew members; development and monitoring of both operational and treatment protocols; evaluation of the medical care rendered by EMS personnel or medical crew members; participation in system or program evaluation; and directing, by two-way voice communications, the medical care rendered by the EMS personnel or medical crew members.
- "System Continuing Education Coordinator" means the Level II EMS Instructor designated by the local EMS System who is responsible for the coordination of EMS continuing education programs.

**CONDITIONS:**

1. FORTNER must meet the requirements for Educational Medical Advisor as specified by and in accordance with 10A NCAC 13P .0501 and .0601 of the EMERGENCY MEDICAL SERVICES AND TRAUMA RULES.
2. FORTNER shall be responsible for participating in and providing oversight with the medical policy in the management of the GFDBEI as specified in the North Carolina Rules and Regulations governing such programs (10A NCAC 13P). Participation in the GFDBEI by FORTNER shall provide expertise in Emergency Medical Care indirectly by periodic performance review, chart reviews and observation during testing as well as directly with in the field observation, participation and patient contact along with members of GFDBEI as listed below, and shall be in accordance with 10A NCAC 13P .0501 and .0601 and in cooperation with:
  - a. Members of the GUILFORD COUNTY Department of Emergency Services;
  - b. Members of the GUILFORD COUNTY Emergency Medical Services System EMS Peer Review Committee;
  - c. All participants in the Program, including but not limited to transport franchisees, First Response Agencies, Guilford Metro 9-1-1, special operations teams, and other programs that may be added for the benefit of the system; and,
3. FORTNER further agrees to participate in as available and provide oversight for the following functions and responsibilities in accordance with this Agreement and 10 A NCAC 13P.0501 and 10 A NCAC 13P.0601:
  - a. Participate in the development and approval of initial education curricula for the GFDBEI should they receive System and NCOEMS approval to provide initial education to providers.;
  - b. Participate in the development and approval of continuing education plans administered through the GFDBEI.
  - c. Approve all instructors, in concert with COUNTY that will be responsible for delivery of initial and continuing education curricula.

- d. FORTNER may dictate mandatory system training at any point, and existing training plans must be modified to effect deliver.
  - e. Participate in the development and approval of written and practical evaluation tools for the purposes of credentialing/re-credentialing in accordance with 10 A NCAC 13P requirements.
    - 1. Re-credentialing will not be handled by the GFDBEI, but will be done through an agreed upon methodology with Guilford County Emergency Services.
  - f. Participate in, as available, any practical evaluations of Greensboro Fire Department staff for the purpose of observing skill performance and proficiency.
  - g. Ongoing and periodic review of patient care records generated by the Greensboro Fire Department for protocol and general standard of care compliance under the auspices and protection of NCGS §131E-95 or in NCGS §90-21.222A, which deems any document(s) generated exempt from the public records law and discovery.
4. The Parties agree to the GFDBEI's use of FORTNER's medical license to assist with purchase of supplies for use within the GFDBEI. FORTNER will not have any financial responsibility for such materials and supplies.
5. FORTNER's authority cannot supersede within the framework of the Guilford County EMS system in the provisioning of equipment and supply or as his role as Assistance Medical Director.
6. FORTNER agrees to provide additional services in the area of program evaluation, system compliance, and disaster preparedness as necessary and deemed appropriate by the Parties as it relates to initial and continuing education.

**EXCLUSIONS FROM RESPONSIBILITY OF EDUCATIONAL MEDICAL ADVISOR:**

FORTNER shall not be responsible for providing personal health services to CITY or COUNTY employees or GUILFORD COUNTY System participants, conducting employee physical examinations, evaluating disability claims or evaluating a department employee's ability to return to work.

**BEST EFFORTS OF FORTNER:**

FORTNER agrees that he will at all times faithfully, industriously, competently, professionally and to the best of his ability, experience, and talents, perform all of the aforementioned duties and responsibilities, as well as those which may arise in the future and which are not specified in this Agreement, pursuant to the express and implicit terms hereof, to the reasonable satisfaction of COUNTY the GFDBEI.

**TERM OF SERVICES:**

The term of this Agreement shall be for one (1) year from the effective date hereof, but may continue until the arrangement is no longer needed and/or is amended or terminated as provided herein, or until such time as this Agreement is superseded by a new Agreement being entered into by the Parties.

FORTNER shall be expected to provide enough hours to meet the above requirements, up to three (3) hours per month of on-site, office activities to include staff meeting, committee meetings, training, employee evaluation services, local, state, regional and national meetings associated with pre-hospital care, and others activities deemed necessary for the good of the Parties.

FORTNER shall not be treated as an employee of the COUNTY or GFDBEI with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTY.

**INDEMNITY:**

The Parties each agree to be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the GFDBEI and either FORTNER or the COUNTY.

GFDBEI will protect, defend, indemnify and hold harmless the COUNTY and FORTNER free and harmless from and against any and all losses, liabilities, penalties, damages, settlements, costs, charges, professional fees, and other expenses and liabilities of every kind and character arising out of or relating to any and all claims, suits, liens, demands, obligations, proceedings and causes of action of every kind and character arising from acts, errors, and omissions of the GFDBEI in the performance of this Agreement. The indemnified Parties shall give the CITY/GFDBEI timely notice of and shall forward to it every demand, notice, summons, or other process received with respect to any claim or legal proceedings within the purview of this Agreement.

**INSURANCE:**

FORTNER, at the time of signing of this Agreement shall have and maintain insurance with limits of not less than \$1,000,000.00 per claim, \$3,000,000.00 in the aggregate.

**AMENDMENT:**

The terms of this Agreement may only be amended with a written Agreement Amendment executed by the Parties.

**TERMINATION:**

Either Party may terminate this Agreement for any reason and without penalty, upon ninety (90) days written notice to the other Parties.

It is further agreed that any breach or evasion of any of the terms of this Agreement by any Party hereto will result in immediate and irreparable injury to the other Parties and will authorize recourse to injunction and/or specific performance as well as to all other legal or equitable remedies to which such injured Party may be entitled hereunder.

It is agreed upon that any separation of FORTNER from COUNTY as the Assistant Medical Director will result in termination of this Agreement and fees for services will be prorated and settled upon notification in writing of the severed relationship of either Party.

**NOTICES:**

All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will

**GUILFORD COUNTY CONTRACT NO. 36460/105764-07/11-057**  
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**CITY OF GREENSBORO and MICHAEL C. FORTNER, M.D.**

be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Jim Albright, NREMT-Paramedic  
GUILFORD COUNTY EMS System Plan Administrator  
GUILFORD COUNTY  
1002 Meadowood Street  
Greensboro, NC 27409;  
MICHAEL C. FORTNER, M.D.  
1330 Glen Oaks Road  
Clemmons, NC 27102;

Greg Grayson, Fire Chief  
Greensboro Fire Department  
1514 N. Church Street  
Greensboro, NC 27405

Rashad M. Young, City Manager (through 11/30/2011)  
Denise Turner Roth, Interim City Manager (effective 12/1/2011)  
CITY OF GREENSBORO  
One Governmental Plaza, 300 West Washington Street  
P.O. Box 3136  
Greensboro, NC 27402-3136.

**AGREEMENT LANGUAGE:**

Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Agreement", "Contract", and "Memorandum of Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

**SEVERABILITY:**

If any provision of this Agreement is held unenforceable, then such provision will be modified in writing to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**ENTIRE AGREEMENT:**

This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversation or writings between the Parties hereto or their representatives are merged within and extinguished.

**JURISDICTION:**

This Agreement is subject to the jurisdiction and laws of the State of North Carolina.


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

GUILFORD COUNTY CONTRACT NO. 36460/105764-07/11-057  
Greensboro Fire Department Basic Educational Institution Agreement  
CITY OF GREENSBORO and MICHAEL C. FORTNER, M.D.

GUILFORD COUNTY

  
Brenda Jones Fox, County Manager


ATTEST:

  
Clerk to Board

APPROVED AS TO CONTENT:

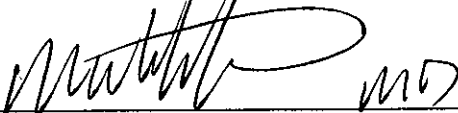
  
Alan W. Perdue, Director  
Guilford County Emergency Services

APPROVED AS TO CONTENT:

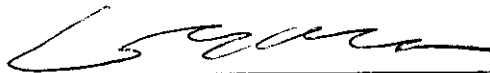
  
Guilford County EMS System Administrator

APPROVED AS TO CONTENT:

MICHAEL C. FORTNER, M.D.

  
Michael C. Fortner, M.D.

WITNESS:



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Signatures of the CITY OF GREENSBORO officials are on the following page.)



GUILFORD COUNTY CONTRACT NO. 36460/105764-07/11-057  
Greensboro Fire Department Basic Educational Institution Agreement  
CITY OF GREENSBORO and MICHAEL C. FORTNER, M.D.

Recommended by:

  
Gregory H. Grayson, Fire Chief

Recommended by:

  
Training Representative  
Greensboro Fire Department

ATTEST:

City of Greensboro

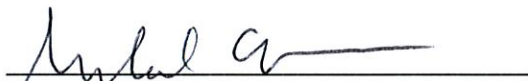
  
City Clerk

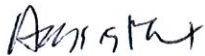
  
City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Deputy Finance Officer

APPROVED AS TO FORM

  
Chief Deputy City Attorney



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**AMENDMENT NO. 1 to  
Memorandum of Agreement between the  
CITY OF GREENSBORO, on behalf of its Fire Department  
and  
GUILFORD COUNTY,  
on behalf of the GUILFORD COUNTY EMS System  
and BRIAN A. OPITZ, MD**

WHEREAS, on July 1, 2011, GUILFORD COUNTY, on behalf of its EMS System and Medical Direction, entered into a Memorandum of Agreement with the CITY OF GREENSBORO, on behalf of its Fire Department for a Medical Advisor for its North Carolina Office of EMS Basic Educational Institution; and,

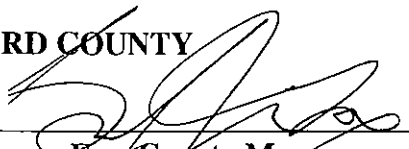
WHEREAS, MICHAEL C. FORTNER, MD, the physician of record to this Agreement has now resigned; and,

WHEREAS, a new Assistant Medical Director, BRIAN A. OPITZ, MD, has been appointed; and,


NOW, THEREFORE, BE IT RESOLVED THAT this Amendment reflect the change in party from FORTNER to OPITZ, effective as of March 1, 2012 until amended or terminated, and the remainder of the original Agreement remain unchanged.

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

**GUILFORD COUNTY**

  
Brenda Jones Fox, County Manager

**APPROVED AS TO CONTENT:**


  
Alan W. Perdue, Director  
Guilford County Emergency Services

**APPROVED AS TO CONTENT:**

**BRIAN A. OPITZ, M.D.**

  
Brian A. Opitz, M.D.

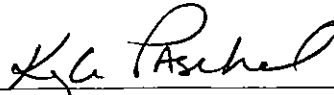
**ATTEST:**

  
Clerk to Board

**APPROVED AS TO CONTENT:**

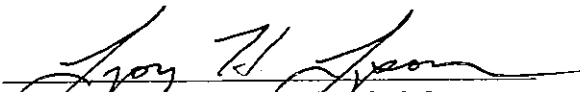
  
Guilford County EMS System Administrator

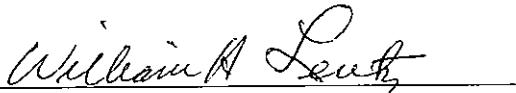
**WITNESS:**





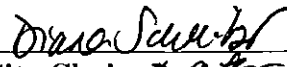
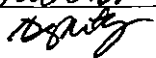
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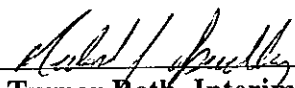
Recommended by:   
Gregory H. Grayson, Fire Chief

Recommended by:   
Training Representative  
Greensboro Fire Department

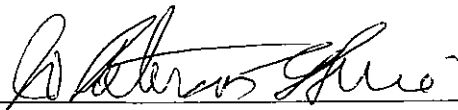

ATTEST:

CITY OF GREENSBORO

  
City Clerk 

By:   
Denise Turner Roth, Interim City Manager

APPROVED AS TO FORM:

  
 City Attorney

(This instrument has been procured in the manner required by  
the Local Government Budget and Fiscal Control Act.)

  
Deputy Finance Officer