

Fire Protection Agreement
Appendix A
Fire Insurance and Response District Map

HIPEX FIRE INSURANCE DISTRICT

Legend

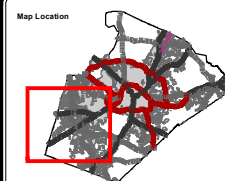
▲ Fire Stations

DISTRICT

■ HIPEX

0 0.5 1 2
Miles

Map Location

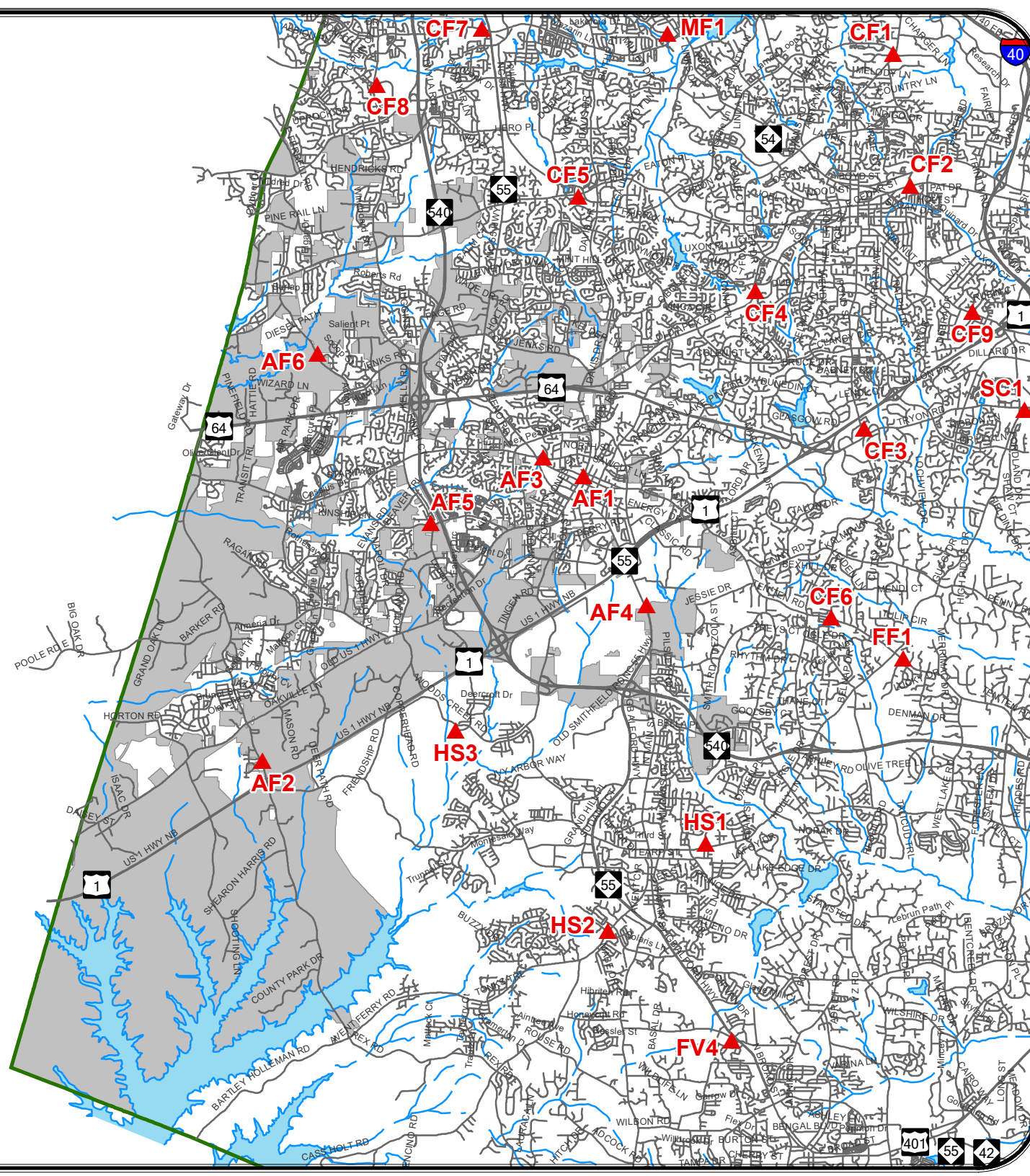


Information depicted hereon is for reference purposes only and is derived from best available sources. Wake County assumes no responsibility for errors arising from misuse of this map.

Prepared by: Bill Eagen
Wake County GIS
919-856-6377
Apr 2025

Map Information:

The gray color coded shaded areas represent the fire insurance district of interest.



Fire Protection Agreement
Appendix B
Mutual Aid Agreement

WAKE COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT
WAKE COUNTY, NORTH CAROLINA

THIS AGREEMENT made and entered into this 14th day of September, 2023, by and between the TOWN OF APEX FIRE DEPARTMENT, INC., NORTHERN WAKE FIRE DEPARTMENT, INC., TOWN OF CARY, DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC., FAIRVIEW RURAL FIRE DEPARTMENT, INC., TOWN OF FUQUAY VARINA FIRE DEPARTMENT, INC., GARNER VOLUNTEER FIRE RESCUE, INC., TOWN OF HOLLY SPRINGS FIRE DEPARTMENT, INC., HOPKINS FIRE DEPARTMENT, INC., TOWN OF KNIGHTDALE FIRE DEPARTMENT INC., TOWN OF MORRISVILLE FIRE DEPARTMENT INC., RALEIGH-DURHAM AIRPORT AUTHORITY, ROLESVILLE RURAL FIRE DEPARTMENT, INC., SWIFT CREEK FIRE DEPARTMENT, INC., TOWN OF WAKE FOREST FIRE DEPARTMENT, INC., WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC., WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC., WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC., TOWN OF ZEBULON FIRE DEPARTMENT INC., and the COUNTY OF WAKE.

WITNESSETH:

WHEREAS, N.C. Gen Stat. § 58-83-1 authorizes counties, municipal corporations and fire protection districts to send (or decline to send) firefighters and firefighting equipment beyond the response areas that they normally serve (a practice generally known as “mutual aid”), provides for retention of rights, privileges and immunities enjoyed by firefighters in their response areas when those firefighters respond beyond those response areas, and further provides for retention of rights, privileges and immunities of counties, municipal corporations and fire protection districts enjoyed by those agencies in their response areas when those agencies respond beyond those response areas; and

WHEREAS, it is in the best interests of Wake County, municipal corporations within Wake County and private non-profit corporation fire departments with which Wake County contracts for fire services to engage in the practice of mutual aid and this commitment has previously been formalized in a written Mutual Aid Agreement;

WHEREAS, the parties desire to reaffirm their commitment to the Mutual Aid Agreement and update the Mutual Aid Agreement to reflect the current parties to the Mutual Aid Agreement.

WHEREAS, the previous Mutual Aid Agreement and mutual aid between fire departments extended pursuant to N.C. Gen. Stat. § 58-83-1 without a written agreement is acknowledged as valid and nothing herein shall be construed to the contrary.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed as follows:

1. The following definitions are herewith adopted as part of this Agreement:
 - a. FIRE CHIEF means the chief operating officer of a lawfully organized fire department;
 - b. FIRE DEPARTMENT means any subdivision of County or municipal government that delivers fire protection services, or a private non-profit corporation that delivers fire protection services within Wake County pursuant to a contract with Wake County;
 - c. MEMBER means (and is limited to) a bona fide employee or member in good standing of a subdivision of County or municipal government or private non-profit corporation fire department that delivers fire protection services, and that is party to this Agreement.
 - d. FIRE PROTECTION SERVICES includes (but is not limited to) firefighting, hazardous-materials release control, emergency medical event response, technical rescue response (including, but not limited to, structural collapse rescue, confined-space rescue, and water rescue) and such other emergency response activities that are customarily associated with fire department response, or are otherwise authorized by state law, subject to the limitations contained elsewhere in this Agreement.
 - e. MUTUAL AID RESPONSE is a response of the personnel and equipment of a fire department party to this Agreement requested by the fire chief of a fire department party to this Agreement, or his or her designee, in command of an emergency response activity, and is in addition to, and does not supercede or void any automatic-aid response.
2. Each fire department party to this Agreement agrees to:
 - a. Provide for a written standard operating procedure that gives direction to fire department members on how a mutual aid response will be summoned (on the part of a requesting fire department) or undertaken (on the part of a responding fire department);
 - b. Procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, and worker's compensation.
 - c. Assume responsibility for implementation and coordination of an incident command system at a mutual aid event that incorporates the operations of responding departments into that system, including delivery of assignments, information and direction to the ranking officer of the responding fire department present at the mutual aid scene;
 - d. Except in cases of willful misconduct, gross negligence, or bad faith, waive any and all claims of liability against a fire department requesting mutual aid for death or injury of any member, for damage, theft, loss or destruction of any fire

department equipment or personal property of fire department members in connection with response to, operation at, and/or return from a mutual aid event;

- e. To the extent permitted by law, indemnify and hold harmless any fire department, fire chief or fire department member responding to a request for mutual aid from third-party claims arising from third-party personal injury or property damage in connection with provision of fire protection services at that mutual aid event, or any fire department that elects to respond to a mutual aid request in a manner different from the request, or any fire department that elects not to respond to a mutual aid request because of immediate community protection needs of its own. All activities performed under this agreement are deemed to be governmental functions;
 - f. Waive any and all claims against a fire department requesting mutual aid for any costs incurred in connection with response to, operation at, and/or return from a mutual aid event, including (but not limited to) salaries, reimbursements or other compensation (nominal or otherwise) and costs of apparatus and other equipment operation, except that a responding department that expends materials that, by their nature, are consumed in connection with their intended use (such as firefighting foams and substantially similar extinguishing, foaming, sealing or other agents) in connection with delivery of fire protection services may present to the requesting department an itemized statement of costs for such materials, upon receipt of which such materials shall be paid for by the requesting department;
 - g. Refrain from undertaking any fire protection service activity, including (but not limited to) technical rescue activities, when the responding department is neither trained nor equipped to undertake such activity, and so advise the requesting department's incident commander upon request for delivery of such service; and
 - h. Upon request, to furnish to the Wake County Fire Marshal information on fire protection service equipment, capabilities and personnel so that the Fire Marshal may maintain a "mutual aid resource database" for use by all parties to the Agreement.
3. This Agreement shall remain in effect from the date of execution until June 30, 2023, and, thereafter shall renew automatically on July 1 of each subsequent year, except that:
- (a) A party to this Agreement may elect to terminate its participation upon Sixty-day written notice, mailed via registered mail-return receipt requested to the Wake County Fire Marshal; or
 - (b) A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners. An amendment applicable to all parties requires the joinder of all Parties.

4. Upon initiation of this Agreement, and not less frequently than annually, the Wake County Fire Services shall furnish to all parties to this agreement a list of all parties to this Agreement. In the event that a party to this Agreement elects to terminate its participation, the Fire Services Director shall notify all other parties to the Agreement of such action by conventional mail, electronic mail and facsimile as soon as possible after the Fire Marshal's receipt of notice of such termination. The joinder of the other Parties is not required for a Party to terminate. The termination is not effective until sixty days from the Director of Fire Services and Emergency Management receipt of written notice from the terminating Party.
5. Nothing in this Agreement will be deemed to interfere with the right of any party to enter into a mutual aid agreement with a fire department outside of Wake County.
6. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
7. Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485 or County pursuant to N.C.G.S. 153A-435 to in any way waive any parties' defense of sovereign or governmental immunity from any cause of action alleged or brought against any party for any reason if otherwise available as a matter of law. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
8. This Agreement and its signature pages may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first written above.

Dated this _____ day of 10/24/2023, 2023.

WAKE COUNTY

DocuSigned by:
BY: David Ellis
98EB8687BC504FD...

David Ellis or designee
Wake County Manager

DocuSigned by:
BY: Darrell Alford
25C83EFTCDE04A6...

R. Darrell Alford
Wake County Fire Services Director

This person is responsible for monitoring the contract performance requirement is: Joseph Vindigni DS Department Head Initials

TOWN OF APEX

DocuSigned by:
BY: Shawn Purvis
D78A025D93C8450...

Shawn Purvis
Deputy Town Manager

**BAYLEAF VOLUNTEER FIRE DEPARTMENT, INC. d/b/a
NORTHERN WAKE FIRE DEPARTMENT, INC.**

DocuSigned by:
BY: Gary Vickerson
89D36E1246924D7...

Gary Vickerson
Board President

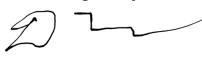
TOWN OF GARY

DocuSigned by:
BY: Russ Overton
9A895CEAD47348B...

Russ Overton
Deputy Town Manager

DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC.


BY:


6666DBF05CB5480...

David B. McNulty
Fire Chief

FAIRVIEW RURAL FIRE DEPARTMENT, INC.


BY:


5FD1E95A89CA4E5...

John Maser
Board President

TOWN OF FUQUAY VARINA

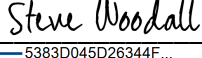
BY:


2FA7B1ED707E4FA...

Adam Mitchell
Town Manager

GARNER VOLUNTEER FIRE-RESCUE, INC.


BY:


5383D045D26344F...

Steve Woodall
Board President

TOWN OF HOLLYSPRINGS


BY:


55CF97F2A384442...

Randy Harrington
Town Manager

HOPKINS FIRE DEPARTMENT, INC.

BY:


4C6A00E5F6504F3...

David Bunn
Board President

TOWN OF KNIGHTDALE

DocuSigned by:
BY: Bill Summers
0692C6DF36E34C8...
Bill Summers
Town Manager

TOWN OF MORRISVILLE

DocuSigned by:
BY: Nathan Lozinsky
000FA87D620242Z...
Nathan Lozinsky
Fire Chief

RALEIGH-DURHAM AIRPORT AUTHORITY

DocuSigned by:
BY: Michael J. Landguth
9D2705385F6F431...
Michael J. Landguth
President, Chief Executive Officer

ROLESVILLE RURAL FIRE DEPARTMENT

DocuSigned by:
BY: CHARLES S JONES
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Charles S. Jones
Board President

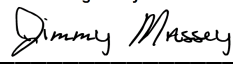
SWIFT CREEK FIRE DEPARTMENT, INC.

DocuSigned by:
BY: Mike Gerke
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Mike Gerke
Fire Chief

TOWN OF WAKE FOREST

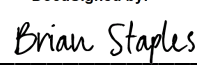
DocuSigned by:
BY: Ron Early
AEC0E047A16E4EC...
Ronald Early
Fire Chief

WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT, INC.

DocuSigned by:
BY: 
1BE5A2C5110C4A4...

Jimmy Massey
Board President

WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY: 
10A5A7FED99146C...


Brian Staples
Fire Chief

WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC.

DocuSigned by:
BY: 
FDA62F1AA9384CA...

Brian McFeaters
Board President

TOWN OF ZEPHURON FIRE DEPARTMENT

DocuSigned by:
BY: 
FEC3913805AC40A...

Christopher C. Perry
Fire Chief

Fire Protection Agreement
Appendix C
Automatic Aid Agreement

WAKE COUNTY FIRE PROTECTION AUTOMATIC AID AGREEMENT
WAKE COUNTY, NORTH CAROLINA

THIS AGREEMENT made and entered into this 1st day of July, 2022, by and between the TOWN OF APEX FIRE DEPARTMENT, NORTHERN WAKE FIRE DEPARTMENT, INC., TOWN OF CARY, DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC., FAIRVIEW RURAL FIRE DEPARTMENT, INC., TOWN OF FUQUAY VARINA FIRE DEPARTMENT, GARNER VOLUNTEER FIRE-RESCUE, INC., TOWN OF HOLLY SPRINGS FIRE DEPARTMENT, HOPKINS FIRE DEPARTMENT, INC., TOWN OF KNIGHTDALE FIRE DEPARTMENT, TOWN OF MORRISVILLE FIRE DEPARTMENT, ROLESVILLE RURAL FIRE DEPARTMENT, INC., SWIFT CREEK RURAL FIRE DEPARTMENT, INC., TOWN OF WAKE FOREST FIRE DEPARTMENT, WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC., WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC., WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC., TOWN OF ZEBULON FIRE DEPARTMENT, and the COUNTY OF WAKE.

WITNESSETH:

WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina; and

WHEREAS, the parties to this Agreement are bodies politic and corporate, municipalities or fire departments ("Parties") desiring to participate in Automatic Aid; and

WHEREAS, the Parties desire to provide the highest level of fire protection possible to their respective fire districts along with the lowest possible ISO public protection classification ratings; and

WHEREAS, the Parties desire to enter into an agreement whereby automatic aid assistance as described therein will be provided for all fire calls as provided in closest unit dispatch based on Computer Aided Dispatch Rules and Automatic Vehicle Location; and

WHEREAS, Wake County has written automatic aid protocols which are maintained and utilized by the Raleigh Wake and Cary Communications Center (RWCCC) and utilized on all structure fires whereby RWCCC simultaneously dispatches the automatic aid departments;

WHEREAS, the purpose of this agreement is to provide each of the Parties hereto, through their mutual cooperation, a pre-determined plan; as agreed upon in dispatch protocol, by which each of them render aid to the other in case of any incident;

WHEREAS, it is deemed to be in the public interest for the Parties hereto to enter into an Agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection.

WHEREAS, by action of the undersigned officials, this agreement for reciprocal automatic aid assistance was duly authorized.

NOW THEREFORE, in consideration of the mutual covenants contained herein by and among the parties hereto, it is hereby agreed:

1. That automatic aid assistance will be provided in the areas within the Incorporated and Unincorporated areas of Wake County, without boundaries or district lines based on Computer Aided Dispatch Rules.
2. The Automatic Aid department shall be dispatched with the initial alarm.
3. Automatic Aid assistance received for all structure related calls will be a minimum engine for first arriving unit, and or other units as needed to complete the required compliment to fill the assignment. The Fire Chief, Officer in Charge or Incident Commander of the Fire Department in whose community or fire district where the emergency exist should in all instances be in command or participate as to aspects of strategy, fire control tactics and overall direction of the operations if same is available on scene.
4. It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
5. That each party to this agreement shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance.
6. Pursuant to N.C.G.S. § 58-83-1, a party that responds to an emergency incident outside the territorial limits which it normally serves shall have all authority, rights, privileges and immunities, including coverage under Workers' Compensation Laws, as it has when responding to a call and while working at an emergency inside the territorial limits normally served.
7. The party responding to the automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
8. All parties will work with their respective Emergency Communications Center Directors to maintain accurate information pertaining to this automatic aid agreement.
9. This Agreement shall remain in effect from the date of execution until June 30, 2023, and thereafter shall renew automatically on July 1 of each subsequent year with no lapse.
10. With the authority of its governing board, a party to this Agreement may terminate its participation by giving sixty (60) days' written notice, mailed via registered mail-return receipt requested to the Wake County Director of Fire Services and Emergency Management.


11. A party to this Agreement may propose an amendment to this Agreement, applicable to all parties, to the Wake County Fire Commission for public discussion and review, and for approval by the Wake County Board of Commissioners. An amendment applicable to all parties requires the approval and signature of all Parties.
12. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
13. Nothing in this Agreement shall be construed to mandate purchase of insurance by any municipality pursuant to N.C.G.S. 160A-485 or County pursuant to N.C.G.S. 153A-435 to in any way waive any parties' defense of sovereign or governmental immunity from any cause of action alleged or brought against any party for any reason if otherwise available as a matter of law. No officer, agent or employee of any party shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.
14. This Agreement and its signature pages may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first written above.

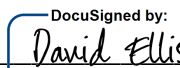
Dated this _____ day of 6/28/2022, 2022.

This person is responsible for monitoring the contract performance requirement is:

Joseph Vindigni

 ^{DS} Department Head Initials

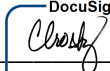
WAKE COUNTY

BY:  ^{DocuSigned by:}
David Ellis or designee
Wake County Manager

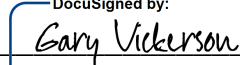
DATE: 6/28/2022

BY:  ^{DocuSigned by:}
R. Darrell Alford
Wake County Fire Services Director

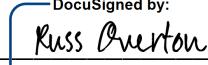
TOWN OF APEX

DocuSigned by:
BY:  DATE: 6/16/2022
Catherine (Katy) Crosby
Town Manager

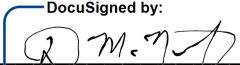
BAYLEAF VOLUNTEER FIRE DEPARTMENT, INC. d/b/a
NORTHERN WAKE FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/20/2022
Gary Vickerson
Board President


TOWN OF CARY

DocuSigned by:
BY:  DATE: 6/15/2022
Russ Overton
Deputy Town Manager


DURHAM HIGHWAY FIRE PROTECTION ASSOCIATION, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
David B. McNulty
Board President

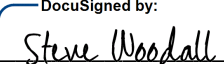
FAIRVIEW RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/22/2022
John Maser
Board President

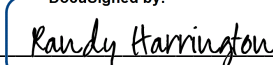
TOWN OF FUQUAY VARINA

DocuSigned by:
BY:  DATE: 6/24/2022
Adam Mitchell
Town Manager

GARNER VOLUNTEER FIRE-RESCUE, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Steve Woodall
Board President

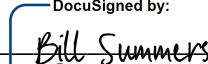
TOWN OF HOLLY SPRINGS

DocuSigned by:
BY:  DATE: 6/15/2022
Randy Harrington
Town Manager

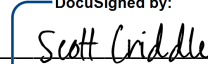
HOPKINS FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/17/2022
David Burne
Board President

TOWN OF KNIGHTDALE

DocuSigned by:
BY:  DATE: 6/21/2022
Bill Summers
Town Manager

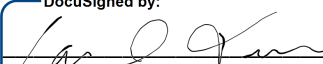
TOWN OF MORRISVILLE

DocuSigned by:
BY:  DATE: 6/20/2022
Scott Cridle
Fire Chief

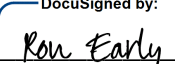
ROLESVILLE RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/17/2022
Charles Spencer Jones
Board President

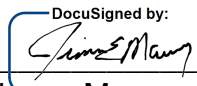
SWIFT CREEK RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Ian S. Toms
Board President

TOWN OF WAKE FOREST

DocuSigned by:
BY:  DATE: 6/17/2022
Ronald Early
Fire Chief

WAKE-NEW HOPE VOLUNTEER FIRE DEPARTMENT INC.,

DocuSigned by:
BY:  DATE: 6/16/2022
Jimmy Massey
Board President

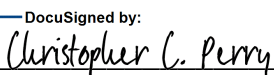
WENDELL-HOLMES RURAL FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/17/2022
Brian Staples
Fire Chief

WESTERN WAKE FIRE RESCUE FIRE DEPARTMENT, INC.

DocuSigned by:
BY:  DATE: 6/15/2022
Brian McFeaters
Board President

TOWN OF ZEBULON FIRE DEPARTMENT

DocuSigned by:
BY:  DATE: 6/15/2022
Christopher C. Perry
Fire Chief

Fire Protection Agreement
Appendix D
FEMA Disaster Services

STATE OF NORTH CAROLINA
COUNTY OF WAKE

MEMORANDUM OF AGREEMENT
FEMA DISASTER SERVICES

WHEREAS, the Wake County Department of Public Safety and Wake County Fire Departments agree to provide and promote the highest level of emergency/disaster services possible for the citizens of Wake County, and

WHEREAS, the Fire Department is currently under contract with Wake County Government to provide fire protection and emergency services and is a participant in the Wake County Mutual Aid Plan, and

WHEREAS, the Fire Department voluntarily agrees to accept emergency/disaster services for a designed geographical area, and

NOW THEREFORE, the APEX VOL. Fire Department agrees to become a participating party in this agreement.

It is further understood that the participating party agrees to provide the following services upon request during time of emergencies/disasters: 1) Debris Removal; 2) Debris Clearance; 3) Traffic Control; 4) other life saving and property protection measures as necessary.

This Memorandum of Agreement will be in effect from September 5, 1996 until such time as either party desires to withdraw.

Executed this the 5th day of September, 1996.

D. R. Galt President
Chief Administrative Officer of the Fire Department

9/5/96
Date

[Signature]
Wake County Fire / Rescue Director

9/5/96
Date

Fire Protection Agreement
Appendix E
Business Associate Agreement

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 1st day of July, 2025, by and between WAKE COUNTY, hereinafter referred to as "Covered Entity", and TOWN OF APEX hereinafter referred to as "Business Associate"; also referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 directs the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. Section 1320(d) *et seq* enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder at 45 CFR Parts 160 and 164 (the "Privacy Regulations" and "Security Regulations"); and

WHEREAS, Covered Entity and Business Associate are or may be subject to the requirements of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 45 CFR Part 160 and Part 164, subparts A and C (the "Security Rule"), subparts A and D (the "Breach Notification Rule"), and subparts A and E (the "Privacy Rule") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") (collectively the "HIPAA Rules") which expands the scope of privacy and security protections available under HIPAA to Protected Health Information managed via electronic health records; and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity ("Services Agreement"), and, pursuant to such Services Agreement, Business Associate is or may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules; and

WHEREAS, Business Associate may have or require access to Protected Health Information as defined in the HIPAA Rules in fulfilling its responsibilities under such Services Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Services Agreement, compliance with the HIPAA Rules, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following provisions in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

SECTION I

DEFINITIONS

1.1 Catch-All definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

"*Business Associate*" shall generally have the same meaning as the term "business associate" in 45 CFR §160.103, and in reference to the party to this agreement, shall mean TOWN OF APEX.

"*Covered Entity*" shall generally have the same meaning as the term "covered entity" at 45 CFR §160.103, and in reference to the party to this agreement, shall mean Wake County.

"HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

"HITECH or HITECH Standards" means the privacy, security, and security breach notification provisions applicable to a Business Associate under Subtitle D of the Health Information Technology for Economical and Clinical Health Act which is Title XIII of the American Recovery and Reinvestment Act of 2009.

SECTION II

COORDINATION WITH HIPAA RULES

- 2.1 In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, as amended, the HIPAA Rules in effect at the time shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.
- 2.2 The parties agree that, in the event that any documentation of the Services Agreement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

SECTION III

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 3.1 Business Associate acknowledges and agrees that all Protected Health Information that is created, received, stored or transmitted by the Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or created, received, stored or transmitted by Business Associate on Covered Entity's behalf shall be subject to this Agreement.
- 3.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Services Agreement or as required by law.
- 3.3 Business Associate agrees to use appropriate safeguards to prevent any use or disclosure of Protected Health Information other than as provided by this Agreement, and to comply with Subpart C of 45 CFR Part 164 and HITECH Standards to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement.
- 3.4 Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of Unsecured Protected Health Information as required by at 45 CFR § 164.410, and any Security Incident of which it becomes aware. Business Associate will make this report to the Covered Entity's Privacy Officer and Security Officer within twenty-four (24) hours after discovery. This report will include at least the following information (a) nature of the non-permitted or violating use or disclosure or Security Incident; and (b) the PHI used or disclosed (c) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the breach (d) any other information requested by Covered Entity that must be included in the notification to the individual pursuant to at 45 CFR § 164.404.

- 3.5 In the event of a potential or actual Breach, Business Associate shall cooperate with the Covered Entity to investigate, perform risk analyses, notify appropriate government, regulatory authorities, media, or individuals as required by law or generate statute and to mitigate any harmful effect that is known to Business Associate and the Covered Entity as a result of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. The Business Associate shall be responsible for the direct costs of implementing these efforts to the extent that the actual or potential Breach is caused by the willful neglect, material breach or violation of the Agreement by the Business Associate.
- 3.6 In accordance with 45 CFR § 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate may disclose protected health information to a downstream business associate that is an agent or subcontractor and may allow the agent or subcontractor to create, receive, maintain, or transmit Protected Health Information on its behalf only if the Business Associate enters and maintains a written agreement with the agent or subcontractor pursuant to which the agent or subcontractor agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information. This requirement applies to any person or entity who performs functions or activities that involve access to information created, received, maintained, or transmitted by the Business Associate. Nothing in this Section shall be deemed to permit a Business Associate to use an agent or subcontractor not approved by Covered Entity to perform work as may be provided in the Services Agreement.
- 3.7 Business Associate agrees to make available Protected Health Information in a designated record set to the Covered Entity to the extent and in the manner required by 45 CFR § 164.524.
- 3.8 Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR § 164.526; or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.
- 3.9 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy the Covered Entity's obligations under 45 CFR § 164.528.
- 3.10 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information created, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of Health and Human Services.
- 3.11 Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required under 45 CFR § 164.528.

SECTION IV

PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- 4.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules and/or HITECH Section 13405(a) if done by Covered Entity.
- 4.2 Business Associate may use or disclose Protected Health Information as required by law.
- 4.3 Business Associate agrees to make and use reasonable efforts to limit disclosures and requests for Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request consistent with 45 CFR § 164.502(b).

SECTION V

TERM AND TERMINATION

- 5.1 **Term.** The term of this agreement shall be effective as of the date first written above, and shall terminate upon the last to occur of 1) termination of the Services Agreement 2) when all of the Protected Health Information or Electronic Protected Health Information provided by Covered Entity to Business Associate, or created, received, stored or transmitted by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, if it is infeasible to return or destroy Protected Health Information or Electronic Protected Health Information, until protections are extended to such information, in accordance with the termination provisions in this Section.
- 5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall have the right to immediately terminate this Agreement and the Services Agreement.
- 5.3 **Obligations of Business Associate upon Termination.**
- a. Upon termination of this Agreement for any reason, or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, stored or transmitted by Business Associate on behalf of Covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate, their subcontractors, or agents shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Business Associate shall return to Covered Entity, or if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate, its agents, or subcontractors when the conditions that make return or destruction infeasible no longer exist.

SECTION VI

MISCELLANEOUS

- 6.1 **No Rights in Third Parties.** Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- 6.2 **Survival.** The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Services Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.
- 6.3 **Amendment.** This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that this Agreement will be automatically amended to conform to any changes in the HIPAA Rules as is necessary for a Covered Entity to comply with.
- 6.4 **Assignment.** No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.

- 6.5 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship.
- 6.6 **Governing Law.** This Agreement will be governed by the laws of the State of North Carolina.
- 6.7 **No Waiver.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 6.8 **Interpretation.** Any ambiguity of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
- 6.9 **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- 6.10 **Notice.** Any notification required in this Agreement shall be made in writing to the representative of the other Party who signed this Agreement or the person currently serving in that representative's position with the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE:

COVERED ENTITY:

TOWN OF APEX

WAKE COUNTY

By: _____

By: _____

Name:

Name: Darrell Alford

Title:

Title: Director, Wake County Fire Services &
Emergency Management

Dated: _____

Dated: _____

Fire Protection Agreement
Appendix F
Contract Amendments

Fire Protection Agreement
Appendix G
Body Armor SOG

Minimum standard for use and care of body armor:

1. The purpose of this guideline is to establish procedures for the use, care and maintenance of protective body armor. The use of body armor is to provide protection to firefighters if during their course of work the firefighter is required to respond to a scene meeting any of the criteria in 2a. In any event, firefighters are not to enter an un-safe scene or act in the role of law enforcement. Body armor is safety equipment. There may not be an opportunity to return to the apparatus to retrieve body armor, so do not hesitate to use it on any response.
2. **Use**
 - a. Personnel should wear body armor upon direction of the company officer, incident commander or in accordance with the criteria listed below.
 - Any incident where it is reported that shots have been fired, person(s) have been shot or stabbed, or any incident where a weapon is reported to be involved;
 - A civil disturbance;
 - Any reported suicide where the means involves the use of a weapon or unknown means;
 - Any assist the police, standby or police situation involving violence;
 - Any domestic violence, family dispute or address that has been identified as a concern for such (i.e. identified in CAD as a potential violence hazards);
 - Any incident that may potentially involve an explosive device, a suspicious package, bomb threat;
 - Any incident when dispatch notifies the unit that the scene is not secure.
 - b. The crew dispatched to the above types of incidents shall don protective body armor prior to entering the affected area and shall wear said PPE until all potential threats have been mitigated by law enforcement. When the fire department crew (number) exceeds the number of available body armor and use has been indicated, unprotected personnel must stay in the apparatus or identified safe area until use is no longer indicated.
 - c. The wearing of protective body armor shall not relieve personnel from the requirement that they stage or remain in a secure area of the incident scene until informed by law enforcement that the scene is secure.
 - d. When not in use the protective body armor shall be properly secured to prevent theft.
 - e. When a high and unavoidable risk is present, the company officer/incident command is encouraged to direct personnel to use both helmet and vest together.
3. **Requirements**
 - a. All protective body armor shall meet or exceed National Institute of Justice NIFJ 0101.06 requirements.

- b.** All protective body armor shall be a minimum of IIIA.
- c.** Personnel should not wear protective body armor if they have not been trained in its use and limitations.
- d.** Body armor is "one-size-fits-all" sized, but personnel should not wear armor which is ill-fitting or damaged.
- e.** Use of protective body armor shall follow the manufacturer's recommendation and shall not be used beyond the manufacturer's warranty period.
- f.** Body armor is not to be worn during firefighting.

4. Care and Maintenance

- a.** The use, care and maintenance of protective body armor shall be in accordance with manufacturer's recommendations.
- b.** When the body armor is worn for any period of time longer than five (5) minutes, after removing the gear, spray the vest (inside and out) with a disinfectant spray and allow it to air dry for 30 minutes before returning it to its proper place on the apparatus.
- c.** Cleaning
 - i.** Outer Carrier
 - 1. Remove ballistic panels from outer carrier.
 - 2. Attach Velcro pieces to one another to keep them from attracting lint.
 - 3. Machine wash outer carrier: low temperature, permanent press cycle, DO NOT USE BLEACH
 - 4. Machine dry - Low temperature, delicate cycle
 - 5. DO NOT DRY CLEAN OR IRON
 - 6. Carrier must be completely dry prior to inserting ballistic panels.
 - ii.** Ballistic Panels
 - 1. DO NOT wash or dry clean
 - 2. DO NOT APPLY BLEACH
 - 3. Wipe with a damp cloth.

5. Disposal

- a.** Fire Departments shall follow the requirements of the Fire Protection Agreement for end-of-life disposal of Body Armor.