

**NORTH CAROLINA
CITY OF KING FIRE DEPARTMENT**

EMERGENCY MEDICAL SERVICES AGREEMENT

This Agreement, effective as of the 1st day of July 2026, by and between the City of King Fire Department, North Carolina (the “King Fire Department”), party of the first part; and Wake Forest University Health Sciences, on behalf of its Department of Emergency Medicine, party of the second part (“WFUHS”);

WITNESSETH

For the purpose and subject to the terms and conditions hereinafter set forth, the King Fire Department hereby contracts with WFUHS for the services of Christopher Davis, M.D., an employee of WFUHS (the “Provider”), and WFUHS agrees to provide the services of the Provider to the King Fire Department in accordance with the terms of this Agreement. In the event that the Provider ceases to be an employee of WFUHS, WFUHS will provide the services of an alternative physician acceptable to the King Fire Department.

I.

The services to be performed by the Provider shall be as follows:

1. Provide medical direction for the Emergency Medical Services (“EMS”) program as the EMS Medical Director to King Fire Department for an approximate total of one and a half (1.5) hours per month.
2. Provide training and instructional courses for the personnel of the King Fire Department at facilities designated by the King Fire Department.
3. Provide medical advice to the personnel of the King Fire Department.
4. Perform the duties and responsibilities listed for a Medical Director as enumerated in the Title 10A – North Carolina Division of Health Service Regulation, Chapter 13, Sub-Chapter 13P Emergency Medical Services and Trauma Rules Section .0403 Responsibilities of the Medical Directory for EMS Systems except as set forth in Paragraph 6 of this Section I.
5. The Provider shall have the authority, with approval of the King Fire Department Fire Chief, to appoint assistant medical directors to assist in the provision of medical oversight for the King Fire Department EMS program. An assistant medical director shall meet all requirements set forth by the NC Office of EMS for that position. They shall have the authority to act in all aspects of medical oversight in the absence of the Provider or when requested to do so by the Provider. The Provider may assign an assistant medical director to oversee a particular sector aspect of medical oversight while still retaining full responsibility and accountability for the provision of said medical oversight.
6. The Provider, as well as any assistant medical directors, shall not respond to EMS calls, on an emergent basis or otherwise, on behalf of the King Fire Department.

II.

The services of the Provider shall begin on July 1, 2026, and shall be provided until June 30, 2029; provided that either party shall have the right to terminate this Agreement for services upon thirty (30)

days notice in writing to the other party. In the event that the Agreement is terminated, all amounts due hereunder shall become immediately due and payable. The amount due and payable for the year in which the Agreement is terminated shall be prorated based upon the length of service of the Provider in the year in which the Agreement is terminated.

III.

As full compensation for the Provider's services, the King Fire Department agrees to pay WFUHS the following amounts: (i) the sum of \$3,600.00 for services rendered during the 2026-2027 fiscal year, (ii) the sum of \$3,708.00 for services rendered during the 2027-2028 fiscal year, and (iii) the sum of \$3,819.24 for services rendered during the 2028-2029 fiscal year.

IV.

WFUHS shall bill the King Fire Department for services rendered during the preceding six (6) months. The King Fire Department shall pay all such bills within the following thirty (30) days.

WFUHS shall operate as an independent contractor. Both parties agree to hold the other harmless from and against any and all third party claims, expenses (including attorney fees), costs or liability for the negligent acts or omissions of the other party, their employees, offices, and agents.

The Provider shall not be treated as an employee of the King Fire Department with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. WFUHS understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the King Fire Department on behalf of WFUHS or its employees. WFUHS further understands and agrees that WFUHS is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee of the King Fire Department 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 King Fire Department.

The King Fire Department shall not be liable to WFUHS for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The King Fire Department will maintain, at its sole expense, general and professional liability insurance coverage against suits and claims arising out of the acts or omissions of the King Fire Department, its employees, officers and agents. This insurance coverage shall have limits of not less than \$1,000,000 per claim, \$3,000,000 in the aggregate. Additionally, the King Fire Department shall obtain and maintain at its sole expense (i) Public Officials and Employment Related Practices insurance coverage in the amount not less than \$1,000,000 per occurrence; (ii) workers' compensation insurance as required by North Carolina law; and (iii) auto-mobile liability no less than \$1,000,000 bodily injury and property damage liability coverage and comprehensive/collision coverage at replacement costs.. The King Fire Department will notify WFUHS immediately of any adverse change in insurance coverage.

WFUHS shall provide and maintain, at its sole expense, the following insurance coverage:

- A. Professional Liability Insurance: WFUHS shall maintain professional malpractice liability insurance coverage against suits and claims arising out of acts or omissions of the Provider. This insurance coverage shall have limits of not less than \$1,000,000 per claim.
- B. Other Insurance Requirements: WFUHS shall:
 - 1. Prior to commencement of services, furnish the King Fire Department with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty days prior written notice to the King Fire Department.
 - 2. Provide certified copies of endorsements and policies, if requested by the King Fire Department, in lieu of or in addition to certificates of insurance
 - 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 - 4. Maintain such insurance from the time services commence until services are completed.
 - 5. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A:VII, or an equivalent programs of self-insurance. Any alternatives to these requirements shall require written approval of the King Fire Department's Risk Manager.

Neither WFUHS nor the Provider has authority to enter into contracts or agreements on behalf of the King Fire Department.

WFUHS declares that it has complied with all federal, state and local laws regarding business permits, certificates and licenses they may be required to carry out the services to be performed under this Agreement.

This Agreement is governed by the laws of North Carolina except that provisions relating to choice of law do not apply.

IN WITNESS WHEREOF, the King Fire Department and WFUHS have set their hands and seals as of the day and year first above written.

CITY OF KING FIRE DEPARTMENT, NORTH
CAROLINA

By: _____ / _____

ATTEST:

Clerk to the Board

WAKE FOREST UNIVERSITY HEALTH SCIENCES

By: _____ / _____
