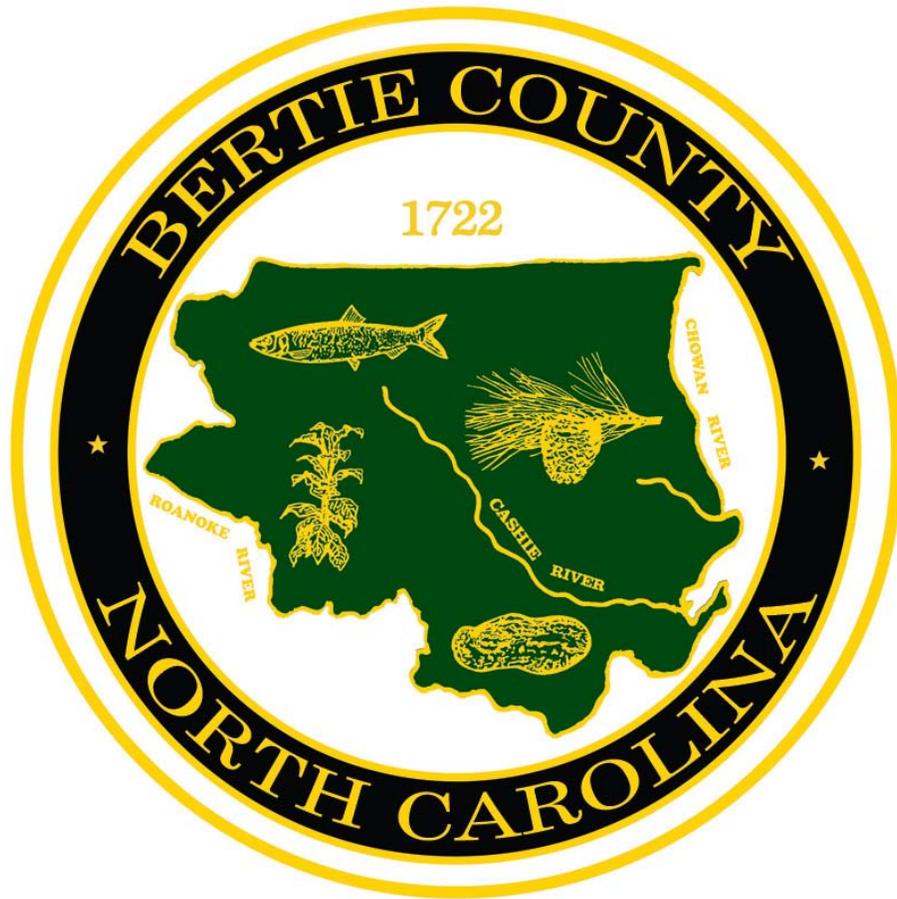


# Bertie County Board of Commissioners



September 22, 2014

**BERTIE COUNTY BOARD OF COMMISSIONERS**  
**September 22, 2014**  
**Meeting Agenda**  
**Perrytown, NC**

*This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.*

(A)

**\*\*\* APPOINTMENTS \*\*\***

- 7:00-7:05** Invocation and Pledge of Allegiance by Chairman Perry
- 7:05-7:15** Public Comments
- 7:15-7:30** Recognition of Clint Connor, 2014 NCACC Youth Delegate, by Commissioner Wesson
- 7:30-7:45** Community Report – VIDANT Bertie Hospital by Jeff Dial, Vice-President for Operations

**Board Appointments (B)**

1. FYI – Planning Board (B-1)

**Consent Agenda (C)**

1. Approve minutes for Regular Session 9-8-14 (C-1)
2. Approve minutes for Closed Session 9-8-14
3. Consider and approve contract for non-emergency transport services for the Brian Center in Windsor (C-2)
4. Consider and approve transition documents for South Windsor Water Association (Bill of Sale; Asset Purchase Agreement) (C-3)

**\*\*\*OTHER ITEMS\*\*\***

**Discussion Agenda (D)**

- 1) Review of proposed contract extension for Waste Industries' operation of convenience centers (2006 and 2001 contracts) (D-1)
- 2) Review of proposed Emergency Medical Services Personnel Handbook and 2014 Standard Operating Guidelines (D-2)
- 3) Review and discuss Emergency Medical Services use of vehicle warning lights and sirens (D-3)
- 4) Update on the Town of Lewiston's request to transfer water distribution system to the County (D-4)
- 5) Discuss and consider Town of Aulander's request for Peanut Festival sponsorship (D-5)

**Commissioners' Reports (E)**

**County Manager's Reports (F)**

**County Attorney's Reports (G)**

**Public Comments Continued**

**Closed Session**

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

**Adjourn**

## Planning Board

**Immediate Vacancies:** 2

**Position Vacancy:**

<b>Board</b>	<b>Term</b>	<b>Name</b>	<b>Began</b>	<b>End</b>
Planning Board	3 years	*David Earley (District II – Merry Hill/Whites)	10/3/2014	6/30/2015
Planning Board	3 years	James Morris (AT LARGE)	6/20/2011	6/30/2014

**Special requirements:** N/A

**Notes:** \*Resigned. Recommendations needed to fill 2 vacancies.

**Attendance of Current Members:** N/A

**Applications Received:**

As of 7/2/2014, no new applications have been received.

**Current Members (unexpired):**

1. Carl Bond
2. Rodney Mumma
3. Nayland Collier
4. Carl Cooper
5. Gregory Hughes

**Windsor, North Carolina  
September 8, 2014  
Regular Meeting**

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 10:00AM in the Commissioners Room located at 106 Dundee Street Windsor, NC. The following members were present or absent:

Present: J. Wallace Perry, Chairman  
Charles L. Smith, Vice-Chairman  
Rick Harrell  
John Trent  
Ronald "Ron" Wesson

Absent: None

Staff Present: County Manager Scott Sauer  
Clerk to the Board Sarah S. Tinkham  
County Attorney Lloyd Smith  
Network Administrator Joe Wilkes  
Finance Director William Roberson  
Emergency Services Director Mitch Cooper  
EMS Division Chief Matt Leicester  
Water Department Director Ricky Spivey  
Tax Administrator Jodie Rhea  
Economic Development Steve Biggs  
Soil and Water Conservation Director Vic Thompson  
Register of Deeds Annie Wilson  
Planning Director Traci White

Media members present included Gene Motley of the Roanoke-Chowan News Herald and Thadd White of the Bertie Ledger-Advance.

**APPOINTMENTS**

**Superintendent White – New School Year Update**

Superintendent Elaine White provided the Board with a brief update regarding the new school year that began on August 19<sup>th</sup>.

Mrs. White stated that the new school year had been going well so far, and announced the Bertie County Public School System's newest theme for the year as, "It Takes a Whole Village."

Mrs. White presented a PowerPoint detailing the School System's recent Convocation, recently conducted professional development classes, as well as the latest enrollment numbers.

According to Mrs. White, there are currently 2,474 students enrolled in the Bertie County Public School System. In addition, Ms. White informed the Board of 36 new teachers (those with 1-3 years of experience) that have just been added to various schools in the County.

Mrs. White also detailed changes in funding due to the existing private schools as well as the newest charter school.

Additionally, Mrs. White updated the Board on the School System's progress in regards to the new transportation facility project. Mrs. White stated that the building had been purchased and that she expects staff to be housed in the building by January 2015.

Lastly, Superintendent White provided the Board with updates regarding the new high school facility.

Mrs. White introduced Maintenance Director, Matthew Bond, to provide the Board with an overview of items needing attention in the new building.

Mr. Bond described a problem with the facilities gym floor, and stated that the floor tends to buckle due to humidity in the building. In addition, Mr. Bond stated that some classroom doors have a tendency to stick, and become inoperable, due to humidity in the building.

Mr. Bond and Mrs. White also discussed the current utility costs for the new building stating that the School System has to yet to receive a utility bill while the building has been in full operation.

Mr. Bond alerted the Board that he suspected the utility bills for the month of October would cost approximately \$30,000.

Superintendent White and Mr. Bond addressed questions from the Board as needed.

The Board came to a consensus that the School System should be in close contact with Hite Associates about each problem area, and to utilize any and all warranties still in effect for any malfunctioning equipment or materials.

After a lengthy discussion, Mrs. White thanked the Board for the opportunity to update the Board at this meeting, and that she would be in touch regarding any further updates in utility costs.

### **Bertie County Health Department and Albemarle Regional Health Services Update by Jerry Parks**

Jerry Parks of Albemarle Regional Health Services provided an overview of the services provided at the Bertie County Health Department. Some of those services include: Health

Promotion and Education, Dental Health, Environmental Health, PCG Landfill and Convenience Sites, Child Health Services, Immunizations, WIC/Nutrition, General Communicable Disease Control, among others.

Mr. Park also introduced key members of his top management team including: Bertie County Health Department Supervisor, Bonnie Bazemore, Nursing Director Dana Boslau, Health Promotion Director/Public Information Officer Jill Jordan, and Finance Director, Battle Betts.

Commissioner Wesson inquired about the current state of health in the County, and asked if the health of Bertie County citizens was improving, and what else could be done to see healthier citizens in the County.

Mr. Parks stated that a new Community Health Assessment will be conducted soon, but that in general, the health of the entire County rests on the shoulders of more than just the local Health Department.

Mr. Parks informed the Board that there are only certain things that the Albemarle Regional Health Services can do by North Carolina General Statute, and in that case, more collaboration among other health related organizations could provide better Health Assessments of Bertie County citizens.

**NCACC proposed Legislative Goal to restore state library funding by Albemarle Regional Library Director, Teresa Cole**

Teresa Cole, Albemarle Regional Library Director, was present to request that the Board include a statement with their proposed Legislative Goals packet in regards to the restoration of funding to the State's libraries and library systems.

Ms. Cole asked the Board to submit a statement in support of restoring State Aid funding for public libraries to the pre-2011 level of \$15.7 million. The additional funds are needed to provide books, computers, Wi-Fi connections, software, and other needed materials for all libraries in the State.

Commissioner Trent made a **MOTION** for the County to submit a statement of support for the restoration of State Aid funding to pre-2011 levels. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Public Hearing – Bertie County's FY2014 CDBG Infrastructure Grant Application under the Housing and Community Development Act of 1974**

Chairman Perry opened the public hearing for Bertie County's FY 2014 CDBG Infrastructure grant application under the Housing and Community Development Act of 1974, as amended.

County Manager Sauer reminded the Board of Commissioners that this is the second of two required public hearings prior to submitting the CDBG application in October.

Green Engineering consultant, Mr. Rodney Tart, provided a detailed overview of the coverage area for the grant which was determined following an analysis of the census tract and block geographic sections of Bertie County resulting in an aggregate coverage calculation of 54.6 percent for low and moderate income eligibility levels. Mr. Tart further explained that impacted area serves 53.0 percent of the total customers which equates to 2,500 water customer accounts.

Mr. Tart also described the coverage area noting that no displacement of existing businesses or residents would occur as a result of this project.

There were approximately forty-five (45) persons in attendance as Mr. Tart reviewed the County's effort to address the water system, its multiple year unaccounted water loss reports, and the challenges of operating a utility with an antiquated analog telemetry system.

Mr. Tart reviewed the governing body's evaluation of the system's operation, to plan for capital improvements and efforts to insure the safety and efficiency of the entire operation.

Specifically, Mr. Tart described the development of the Asset Management Plan, briefly reviewed the ten year capital improvement plan and noted the importance of the adoption of a Back Flow and Cross Connection Prevention Plan. He also noted the work of Mr. Ricky Spivey in preparing the updated Operations and Maintenance Plan.

Mr. Tart summarized by explaining the \$1,254,880 grant application to secure funding for the supervisory control and data acquisition system (SCADA) and the benefits to insuring the highest quality, safe water supply for the customers in the low and moderate coverage area for this project. Again, he emphasized that there would be no negative impacts for the citizens by displacing them or temporarily having to relocate them.

Chairman Perry thanked Mr. Tart for his report and asked if there was anyone present in the audience that wished to speak on this matter, and there were no public comments regarding this matter.

Commissioner Harrell made a **MOTION** to adopt the following Resolution. Commissioner Wesson **SECONDED** the motion. The motion passed unanimously.

There were no public comments.

Chairman Perry closed the Public Hearing.

The Resolution reads as follows:



## BERTIE COUNTY

106 DUNDEE STREET  
POST OFFICE BOX 530  
WINDSOR, NORTH CAROLINA  
27983  
(252) 794-5300  
FAX: (252) 794-5327  
WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONER  
J. WALLACE PERRY, Chairman  
CHARLES L. SMITH, Vice-Chairman  
RICK HARREL  
JOHN TREN  
RONALD "RON" WESSO

ADMINISTRATIVE STAFF  
SCOTT SAUER, County Manager  
SARAH SEREDNI, Clerk to the Board

### **RESOLUTION ADOPTING A MISSION STATEMENT, SYSTEM IMPROVEMENTS, PLANS, AND OPERATIONS FOR THE BERTIE COUNTY REGIONAL WATER SYSTEM**

**WHEREAS**, the Bertie County Board of Commissioners is the governing body for the Bertie County Regional Water System and originally established as Bertie County Water Districts I,II,III, and IV; and

**WHEREAS**, the Bertie County Board of Commissioners has adopted a mission statement for its regional water system as follows:

*"To provide the highest quality of drinking water services to its customers at the lowest possible cost while protecting the environment and maintaining its assets for a sustainable future."*

**WHEREAS**, the County of Bertie has invested in excess of \$33 million in capital construction costs to establish this public utility; and

**WHEREAS**, the Board of Commissioners has spent considerable time and effort evaluating the Bertie County Regional Water System, determining operational challenges, adopting a long term capital improvement program, and prioritizing preventive maintenance initiatives and operating system enhancements; and

**WHEREAS**, the Board of Commissioners has directed the County Manager, Water Department Superintendent, and its consulting engineers to actively engage these priorities and system improvements, seeking grant funding where possible and training staff to insure the efficient operation of the water system;

**NOW, THEREFORE, BE IT RESOLVED**, that the Bertie County Board of Commissioners, adopt the following measures and duly direct management and staff to plan, develop and incorporate the following documents:

- 1) Asset Management Plan
- 2) Capital Improvement Plan for the fiscal years 2014 through 2025
- 3) Back Flow and Cross Connection Prevention Plan
- 4) Operations and Maintenance Plan

**BE IT FURTHER RESOLVED**, on this **8<sup>th</sup> day of September, 2014**, that the County Manager and Water Department Superintendent report to the Board of Commissioners on a regular basis regarding the status of implementation of these measures, efforts to seek funding sources for the governing body's approval, and areas of potential cost savings, system growth and service enhancements.

ATTEST:

BERTIE COUNTY



Sarah S. Tinkham  
Clerk to the Board of  
Commissioners  
(SEAL)

BY:



J. Wallace Perry, Chairman of  
the Board of Commissioners of  
Bertie County

## **BOARD APPOINTMENTS**

### **Planning Board**

The Board received notification of the two current vacancies on the Planning Board. No action was needed.

## **CONSENT AGENDA**

### **Approve minutes for Regular Session 8-18-14**

Vice Chairman Smith made a **MOTION** to approve the minutes from 8-18-14. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Register of Deeds Fees Report – August 2014**

County Manager Sauer recommended this item for approval.

Commissioner Wesson made a **MOTION** to accept the Register of Deeds Fees Report for August 2014 as recommended by the County Manager. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Consider and approve bid award, contract for services, and Budget Amendment in the amount \$8,847 for grant funding administered by Bertie Soil and Water Conservation District for stream debris removal and clearing**

Soil and Water Conservation Director, Vic Thompson, was present to remind the Board they had already approved the grant amount of \$8,847 for stream debris removal and clearing on the Bud Branch and Flat Swamp near Colerain.

Mr. Thompson stated that the item before them today for approval is a bid award, contract for debris removal and clearing services, as well as a Budget Amendment to show the additional receipt of funding from the grant which totals \$8,847.

Commissioner Harrell made a **MOTION** to approve the bid award and contract for services administered by Bertie Soil and Water Conversation District for stream debris removal and clearing. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

**Consider for approval a three year agreement with MAXIMUS Consulting Services for indirect cost allocation plans for FY13-15 in the amount of \$4,525 per year as budgeted**

County Manger Sauer recommended this item for approval.

Chairman Perry requested additional information from County Manger Sauer regarding the services of MAXIMUS Consulting Services.

After some discussion, Vice Chairman Smith made a **MOTION** to approve a three year agreement with MAXIMUS Consulting Services as recommended by the County Manager. Commissioner Harrell **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Finance Officer Report**

The Board received a detailed financial report from the Finance Officer in their agenda packets.

There was no action needed on this item.

County Manager Sauer requested that the Board provide a motion for Budget Amendment #15-01 mentioned during the Consent Agenda included in item C-3.

Commission Trent made a **MOTION** to approve Budget Amendment #15-01. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Budget Amendment #15-01 reads as follows:

# BUDGET AMENDMENT

# 15-01

	INCREASE		INCREASE	
10-0025-4495-08	\$ 1,000	10-4950-5399-32	\$ 1,000	

TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED  
EAT SMART-MOVE MORE-WEIGHT LESS GRANT

	INCREASE		INCREASE	
10-0025-4495-11	\$ 2,000	10-4950-5399-37	\$ 2,000	

TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED  
4-H COOKING CAMP

	DECREASE		DECREASE	
10-0025-4495-07	\$ 1,000	10-4950-5399-30	\$ 1,000	

TO ADJUST BUDGET TO ACTUAL AMOUNT RECEIVED - EFNEP PROGRAM

	INCREASE		INCREASE	
10-5860-5399-50	\$ 124	2HOT2TROT	10-0090-4991-99	\$ 124
10-5860-5399-21	\$ 1,250	R-U-OK	10-0090-4991-99	\$ 1,250
10-5860-5399-05	\$ 1,364	SHIIP	10-0090-4991-99	\$ 1,364

TO BRING OVER UNSPENT GRANT MONEY- COA - R-U-OK, 2HOT2TROT, SHIIP

	INCREASE		INCREASE	
10-6120-5399-15	\$ 458	10-0090-4991-99	\$ 458	

TO BRING OVER UNSPENT GRANT MONEY FROM SENIORS ON THE MOVE GRANT

	DECREASE		INCREASE	
47-4500-5399-85	\$ 21,000	47-4500-5400-10	\$ 50,000	
47-4500-5399-90	\$ 26,500	47-4500-5399-87	\$ 1,000	
47-4500-5399-91	\$ 3,500			

TO REALLOCATE 11-CDBG-SS L-1 FUNDS TO C-1 - (APPROVED 3/17/14)

	INCREASE		INCREASE	
10-0050-4839-43	\$ 60,000	10-4190-5351-05	\$ 60,000	

TO SETUP BUDGET FOR LIBRARY ROOF REPAIRS  
(ONE-TIME GIFT FROM ALBEMARLE REGIONAL LIBRARY)

	INCREASE		INCREASE	
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10-0025-4473-12    \$            8,847                      10-4960-5399-09    \$            8,847

TO SETUP BUDGET FOR CLEARING AND SNAGGING GRANT

APPROVED \_\_/\_\_/2014

## DISCUSSION AGENDA

### **Farm Lane Easement Update by Mike Barnette, McDavid & Associates**

Mike Barnette of McDavid & Associates was present to discuss the latest developments in regards to the Farm Lane Easement for the water line extension funded by a CDBG Grant.

Mr. Barnette informed that Board that 2 easements were needed in order to install replacement water lines in the area. One of the easements was voluntarily submitted by Cedar Landing Missionary Baptist Church. The other required easement would need to be secured from Bazemore Housing, Inc.

According to Mr. Barnette and Assistant County Attorney, Bazemore Housing, Inc. is a dissolved corporation, and therefore, cannot convey an easement.

Correspondence from the Assistant County was presented to the Board in their agenda packet which stated that an option for the County would be to have Mr. Bazemore sign an agreement with the County that would show a “friendly condemnation” of the effected property.

Chairman Perry stated that he was not in favor of the “friendly condemnation,” and that it would put additional cost on the County to complete.

Commissioner Wesson made a **MOTION** to authorize County Attorney Smith to move forward with the process to issue a “friendly condemnation” with Mr. Bazemore. Vice Chairman Smith **SECONDED** the motion.

Chairman Perry inquired about any other options to resolve this matter.

Upon further discussion, Commissioner Wesson withdrew his motion. Vice Chairman Smith withdrew his second.

In response to Chairman Perry, County Attorney, Lloyd Smith, stated that it was possible for the Board to compel Mr. Bazemore to simply reinstate his corporation with no expense to the County.

Mr. Smith advised that this option could be less costly than a “friendly condemnation.”

Mr. Barnette thanked the Board for their time, and stated that he would be back in approximately 2 months to update the Board further on this matter.

**Board of Equalization and Review – pending case for consideration of taxpayer appeal for two formerly exempt properties (J.P. Law and C.G. White schools)**

Tax Administrator, Jodie Rhea, approached the Board regarding a pending case for consideration of taxpayer appeal for two formerly exempt properties which are J.P. Law and C.G. White Schools.

The Board received a report from Mr. Rhea in their agenda packet.

Mr. Rhea also informed the Board that they would not need to convene as the Board of Equalization and Review, and they would need to act on this matter as the Board of Commissioners.

Mr. Rhea stated that these two buildings were originally owned by the Board of Education which made them exempt from taxation, but that now they were owned by Mr. Kevin Spivey.

According to Mr. Rhea, Mr. Spivey presented an appeal to the County Tax Office in April 2014 requesting that an appraisal be completed of both properties, but due to time constraints, this matter could not be considered by the Board of Equalization and Review.

Mr. Rhea cautioned that a “ride by” evaluation was completed on each property, but that the revaluation team did not enter either property due to the original exempt status, and therefore, the value of each property was not questioned, and maintenance issues were deferred.

In summary, Mr. Rhea provided a current evaluation of each property, and estimated the market value of the former J.P. Law School at \$106,000. Mr. Rhea stated that the adjacent gymnasium was in better condition than the school building, so his recommendation was demolition of the school building, unless renovations were feasible.

He provided an estimated market value of \$125,000 for the former C.G. White School. Mr. Rhea also advised the Board that the former school be extensively renovated, if feasible, and then utilized for purposes such as a house of worship or community center.

Commissioner Wesson made a **MOTION** to approve the new values presented for each school with \$106,000 for J.P. Law and \$125,000 for C.G. White. Commissioner Trent **SECOND** the motion. The **MOTION PASSED** unanimously.

## **Bertie VIDANT non-emergency transports services agreement**

County Manager Sauer provided a revised proposal to the Board between the County and VIDANT Bertie Hospital regarding non-emergency transports in the event of a patient having no preference for a non-emergency transport provider, as prepared by VIDANT originally.

County Manager Sauer reviewed the suggested language stating the County's position as follows:

*Vidant Bertie Hospital acknowledges that when a patient requiring non-emergency transport, articulates that he/she has no preference for the selection of a transport provider, hospital staff will be instructed to recommend Bertie County Non-Emergency Transport Service on behalf of the patient.*

Chairman Perry clarified that the sentence should read "hospital staff will call Bertie County" rather than staff will be instructed to recommend Bertie County, and it was the consensus of the Board to suggest this revised language to the hospital administration.

County Manager Sauer also noted the additional language as follows:

*Vidant Bertie Hospital will provide monthly patient discharge statistics, in aggregate form, which tabulates the number of non-emergency transports categorized by each transport provider.*

County Manager Sauer recommended that the County continue to participate in negotiations of this agreement, and that on-going dialogue may still be needed.

Commissioner Wesson concurred, and stated that the current draft does not address best interests at this time, but was confident that an open dialogue could continue to improve the agreement.

The Board discussed desired wording of the contract.

Commissioner Harrell asked the Board if the County's goal was to mandate the hospital to contact Bertie County Non-Emergency Transport in the event of a need for a non-emergency transport.

Commissioner Wesson replied to Commissioner Harrell stating that this would be a mandate for the hospital to contact the County if they receive word from a patient who has contacted them to request a transport, but has "no preference" in provider.

In the event that any citizen has "no preference" in non-emergency transport providers upon contacting Vidant Berite, the County is seeking to be the designated provider under those circumstances.

Commissioner Harrell also inquired about the promise the Board made in the past regarding being in business with other transport companies versus the attempt to put others out of business.

County Manger Sauer clarified that to his understanding the County's intention was still to compete with other non-emergency transport providers in the area. The proposed agreement with Vidant Bertie was to be the designated provider for patients discharged from the hospital only in the event that they do not have a preference for a specific transport service.

Mr. Sauer also noted that the County non-emergency transport service was available 24 hours a day, 7 days a week, and 365 days a year.

Commissioner Trent made a **MOTION** to continue the dialogue with VIDANT Bertie Hospital on the non-emergency services transport agreement. Vice Chairman Smith and Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Diversified Energy – Fuel Pricing for Propane**

County Manger Sauer described a bid proposal and pricing information to the Board from Diversified Energy. Both the bid proposal and pricing information were provided in the Board's agenda packet.

In summary, Mr. Sauer stated that Diversified Energy had submitted a bid to provide propane gas services to the County Office buildings for \$1.599 per gallon from September 1, 2014 through April 1, 2015, noting that the previous year State contract pricing exceeded \$2.50 per gallon during the winter heating season.

Mr. Sauer informed the Board that this offer was not going to be applied to the low income gas program that is administered by the Bertie County Department of Social Services.

The Board discussed the proposal, and agreed that it would be a large cost savings to the County to accept it.

Commissioner Trent made a **MOTION** to accept the bid proposal from Diversified Energy to provide propane gas services to the County Office Buildings at a rate of \$1.599 from September 1, 2014 through April 1, 2015. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **Public Records Request**

County Manager Sauer informed the Board of a recent Public Records Request received from an out of state vendor requiring the County to submit all purchase orders, including line item details, from 2008 to present.

County Manager Sauer stated that the public was able to request and inspect public records during business hours in the County offices, but a request of this size would require a large amount of time and funding to complete.

Mr. Sauer requested feedback from the County Attorney regarding this matter.

County Attorney Smith stated that North Carolina General Statutes would deem this request as “unusual,” and therefore, the County could offer the records to this firm, but that it would be at their expense.

Mr. Smith recommended that the Finance Officer calculate the amount of time and resources that it would take to complete this task.

Commissioner Trent made a **MOTION** for the Finance Officer and Finance Department work to calculate a price to fulfill this request and seek payment upfront, before doing the staff work necessary to address this request. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **NC Cooperative Extension FY2014 Bonus Leave Award of 40 hours as part of 2014 State Budget**

County Manager Sauer presented an item to the Board regarding additional bonus leave being awarded by the State to the Cooperative Extension program.

County Manager Sauer stated that any award of additional bonus leave would have to be approved by the Board in order to be applied.

Chairman Perry stated that he was in favor, and that the Cooperative Extension Department is a very important entity to the County.

Commissioner Trent made a **MOTION** to approve the additional 40 hours of additional bonus leave to the Cooperative Extension Department. Vice Chairman Smith and Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

## **Town of Lewiston – Water Rate Discussion**

Lewiston Mayor Dayle Vaughan was present for this portion of the meeting.

Mayor Vaughan thanked County Manager Sauer for his professionalism and due diligence in this matter.

Mayor Vaughan stated that her Town Commissioners have given her the approval to offer the Town of Lewiston's water system to the County.

Mayor Vaughan only requested that she be given a period of a few months to distribute information to the Town of Lewiston regarding this change before it takes affect.

The Board discussed the matter, and thanked Mayor Vaughan for being present.

### **Review Road Name Change Application and set Public Hearing date**

The Board discussed the proposed Road Name Change Application submitted by Diana Spivey of Spivey Lane.

After some discussion regarding the requirement of a Public Hearing for this matter, County Attorney Smith noted that according to N.C.G.S. § 153A-239.1(a) a Public Hearing was required in order to consider a road name change.

A Public Hearing on this matter was then scheduled for October 6, 2014.

### **COMMISSIONER'S REPORTS**

Commissioner Harrell proposed a Public Hearing to receive feedback from the public regarding a 6 year contract extension with Waste Industries for the convenience sites.

Commissioner Harrell made a **MOTION** to hold a Public Hearing regarding a 6 year contract extension with Waste Industries for the convenience sites. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Vice Chairman Smith stated that he was worried about the poorer citizens in the County, and was not confident that they could afford an additional increase in taxes to pay for curbside trash pick-up and recycling services.

Commissioner Wesson stated that a curbside program would be less expensive to the County than the current convenience sites.

Commissioner Harrell reiterated that he would argue for the contract extension with Waste Industries for the convenience sites, and that he would like the Board to consider the extension at the present time.

Commissioner Wesson inquired as to Commissioner Harrell's reasoning and stated that he felt the decision should be left to the upcoming Board versus the outgoing Board.

Commissioner Harrell replied by stating that he would not be on the upcoming Board, and that is why he would like to secure the contract extension with Waste Industries before his exit.

The Board continued their discussion, and a Public Hearing date was set for 7:00pm on Thursday, October 16<sup>th</sup> in the Bertie County Courthouse, 2<sup>nd</sup> floor Courtroom.

There were no other Commissioners Reports.

### **COUNTY MANAGER'S REPORTS**

County Manager Sauer reminded the Board about their upcoming meeting at the Bertie County Department of Corrections to discuss prison industry enterprise opportunities at 10:00am on Wednesday, September 10<sup>th</sup>.

Additionally, County Manager Sauer informed that Board that the Mid-East Commission annual meeting will be held at the Cashie Convention Center on October 23<sup>rd</sup> at 6:00pm.

### **COUNTY ATTORNEY'S REPORT**

The County Attorney had no remarks at this time.

### **PUBLIC COMMENTS**

Monica Lassiter of Kelford approached the Board regarding a comment she had heard at this meeting referencing "poor people." She stated that this term offended her because if someone really wanted to stop being "poor" that they could go out and make it happen for themselves. She also stated that she helps those in need often, and believes that others should too.

James Pugh of Indian Woods Road stated, in summary, that more funding was needed for the local school system in order to give all of those in the County a chance to "be somebody."

There were no other Public Comments.

### **CLOSED SESSION**

As requested by County Manager Sauer, Commissioner Trent made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving, the signing of an economic development contract or commitment, or the action authorizing the payment of economic

development expenditures, shall be taken in an open session. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Board shifts into Closed Session.

Commissioner Harrell made a **MOTION** to return to Open Session. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

**ADJOURN**

Chairman Perry adjourned the meeting at 12:25pm.

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J. Wallace Perry, Chairman

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Sarah S. Tinkham, Clerk to the Board

## **NON-EMERGENCY TRANSPORTATION SERVICES AGREEMENT**

This Non-Emergency Transportation Services Agreement ("Agreement") is made and entered into as of this 20<sup>th</sup> day of August, 2014 ("Effective Date") by and between SSC Windsor Brian Operating Company LLC d/b/a Brian Center Health & Rehabilitation/Windsor ("Facility"), located at 1306 South King Street Windsor, North Carolina 27983 and Bertie County Non-Emergency Transport ("Provider"), located at 208 E. Granville Street Windsor, North Carolina 27983.

### **RECITALS**

Provider is licensed or registered, as the case may be, to provide Non-Emergency Transportation Services in the State of North Carolina, and Provider meets the requirements for transportation providers to participate in the Medicare and Medicaid programs.

Provider is engaged in the business of providing Non-emergency transportation services to healthcare facilities such as Facility;

Facility provides skilled nursing facility that provides skilled and long-term care services to residents who from time to time require non-emergency transportation services;

Whereas Facility wishes to engage Provider to provide non-emergency transportation services for Facility Resident's under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein, the parties, intending to be legally bound, agree as set forth below.

### **SERVICES**

1.1. **Services.** Provider shall provide safe, efficient and timely transportation Services to Facility's residents in accordance with applicable state and federal laws. All medical transportation vehicles will be equipped to meet all federal, state and local requirements. All ambulances will be staffed as required by law. Provider Transportation services will be available as needed by Facility.

1.2. **Documentation.** Provider shall prepare and maintain detailed, accurate and complete records of Transportation Services provided to Facility residents in accordance with prudent recordkeeping procedures and as required by law. Provider shall allow Facility access to such records as Facility may reasonably request. Provider shall maintain such records for five (5) years or as required by law, whichever period is longer.

1.3. **Facility Compliance Program and Code of Conduct.** Provider acknowledges that it is aware that Facility's compliance program is designed to promote compliance by the Facility and its covered contractors, including Provider, with the requirements of Medicare, Medicaid and other federal healthcare programs. Provider further acknowledges that it has received a copy of the Facility's Code of Conduct. Provider and its Representatives (e.g.,

employees/agents) shall immediately notify the Facility of any violations or suspected violations of the Code of Conduct, including violations of laws governing Medicare, Medicaid and other federal healthcare programs, by notifying the Facility's Compliance Hotline as set forth in the Code of Conduct.

## **QUALIFICATIONS**

2.1 Provider's Eligibility to Participate in Federal Health Care Programs. Provider represents and warrants to Facility that: (a) neither it nor any of its representatives, who will provide services pursuant to this Agreement, are currently excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs, including the Medicare and Medicaid programs; and (b) neither it nor any of its representatives who will provide services pursuant to this Agreement, have been convicted of a criminal offense related to the provision of health care items or services that would lead to mandatory exclusion from federal health care programs, but have not yet been excluded. Provider agrees to check the OIG exclusions list in accordance with State and Federal laws and regulations to assure that employees, agents, and subcontractors have not been excluded from participation in Federal health care programs, including Medicare and Medicaid programs.

2.2 Representations and Warranties Continuous. Provider's representations and warranties set forth in this Agreement are continuous in nature. Provider shall immediately notify Facility in writing if any of his/her representations or warranties ceases to be accurate.

## **DUTIES AND OBLIGATIONS OF FACILITY**

3.1 Billing Information. Facility shall provide Provider with all necessary information to bill Resident's Third Party Payor for any Transportation Services provided hereunder.

3.2 Resident Charts. Facility shall maintain individual resident charts in accordance with state and federal law. Upon reasonable request, Facility shall make individual resident treatment records available to Provider for review and inspection to the extent necessary to provide Ambulance Services.

## **COMPENSATION AND BILLING**

4.1 Compensation Generally. All transportation services, if applicable, will be billed to the patient or the patient's third party payor, Provider shall bill the facility directly for all transports that are included by law within a Skilled Nursing Facility global per diem rate received by a third party payor such as Medicaid, Medicare Part A or Managed Care. For any other transports for which Provider bills the Facility, the Facility Administrator shall agree in writing *prior to the transport* that the Facility will incur financial responsibility for the transport. The parties agree to comply with all Medicare Consolidated Billing Provisions as mandated by the Balanced Budget Act of 1997 and all other applicable laws and regulations.

Provider shall not look to the Facility as a Payor of last resort for any services provided hereunder, except those transportation services that fall under the Facility's global per diem rates.

4.2 Medicaid Transports - For transportation services provided hereunder to Medicaid eligible residents, where the transportation is to receive medical care that cannot be provided in the Facility, and such transportation is covered in the per diem that is reimbursed to the Facility as documented in 10A NCAC 22G.0104(d)(7) the Provider shall bill the Facility . All other transports of Medicaid patients will be the responsibility of the Medicaid patient or their responsible party and shall be billed directly to the Resident.

4.3 Medicare Residents.

a) Medicare Part A. Covered Services If a Medicare Part A Residents ambulance transport is included within the Skilled Nursing Facility Prospective Payment System global per diem rate, Facility will notify the provider prior to transport and the Provider will bill the Facility for those services in accordance with the providers fee schedule rates for such services attached hereto as **Appendix B**. The parties agree to comply with all Medicare Consolidated Billing Provisions as mandated by the Balanced Budget Act of 1997 and all other applicable laws and regulations.

b) Medicare Part B Covered Services Where Medicare Part B covers a Medicare Resident's ambulance Services (i.e. ambulance trips to emergency services or other outpatient services excluded from consolidated billing see 42 CFR§ 411.15(p). Provider agrees to obtain the required Physician's Certifying Statement as required by 42 C.F.R. § 410.40 and to directly bill Medicare Part B and accept Medicare Part B's payment as payment in full for the ambulance services provided hereunder. Provider agrees that Facility is not financially responsible for any ambulance services that are directly billable to Medicare Part B and that it will not look to the Facility as the payor of last resort for ambulance services billable under Medicare Part B.

Provider acknowledges that 42 C.F.R. § 410.40 requires the ambulance service provider to obtain a Physicians Certifying Statement ("PCS") prior to providing any Non-Emergency Ambulance Services or within 48 hours of the non-emergency transport. Provider also acknowledges pursuant to 42 C.F.R. § 410.40(d)(iv) it must maintain documentation of its attempts to obtain the PCS in order to submit claims for those transports where it is unable to obtain the necessary PCS. Facility agrees to assist provider with obtaining the required PCS for billing for all non-emergency transports. Provider will not look to Facility for payment for services where it fails to obtain the required Physician Certifying Statement.

i. Non-Emergency Repetitive Ambulance Services- Provider will with the assistance of the Facility, obtain a Physician's Certifying Statement from the Resident's attending physician prior to providing non-emergency repetitive ambulance services (as defined by the Code of Federal Regulations) certifying the transport is medically necessary which is dated no earlier than 60 days before the date the ambulance service is furnished. The Facility will not have financial responsibility for any Non-Emergency Repetitive Ambulance Services provided to Medicare Part B Residents. Facility will cooperate and assist Provider in obtaining the Physician's Certifying Statements that are necessary prior to transport.

ii. Non-Emergency, Non-Repetitive Scheduled or Unscheduled Ambulance Services- Provider will obtain a Physician's Certifying Statement from the Resident's attending physician prior to providing non-emergency non-repetitive ambulance services (as defined by the Code of Federal Regulations) certifying the transport is medically necessary or within 48 hours of the transport. Facility will cooperate and assist Provider in obtaining the Physician's Certifying Statements that are necessary prior to transport.

4.4 All Other Payor Sources- Provider shall be responsible for directly billing all other third party billing wherein transportation costs are not part of a per diem received by Facility, including directly billing any private pay Residents and Provider agrees the rates to be billed will comply with all applicable state and federal laws and regulations.

4.5 Invoices. Provider will make best efforts to submit invoices to Facility monthly, on or before the fifteenth (15th) day of each calendar month for those Services rendered during the previous calendar month and for which Provider will not directly bill a payor. Except for coordination of benefits and other delays beyond Provider's reasonable control, Facility shall have the right to deny payment on invoices that are submitted to Facility for payment more than six (6) months past the date of service. Facility shall pay each invoice within forty-five (45) days of receipt of each such complete and accurate Provider bill. All invoices shall contain an itemized billing detail for each charge, including, but not limited to, the date Services were provided, the resident for whom services were provided, pick up and destination locations, mileage, and, if applicable, the HCPCS Code that appropriately reflects the Services provided.

4.6 Billing Information. Provider shall confirm each resident's eligibility for and the coverage requirements of Medicare, Medicaid, and third party insurance benefits. Facility agrees to provide Provider with the necessary billing information, including resident Medicare or other insurance identification numbers, social security numbers, dates of birth, insurance information, names and addresses of responsible parties, applicable diagnosis codes, and any other information reasonably required by Provider to properly invoice for services rendered.

4.7 Prohibition on Certain Pricing of Services. Any remuneration paid under this Agreement is not intended as remuneration prohibited under 42 U.S.C. § 1320a-7b(b). Provider warrants and represents that the reimbursement it receives from the Facility for services provided to the Facility's residents whose care is reimbursed by Medicare Part A, the Veterans' Administration or other third party payors, is greater than the costs for providing such services.

4.8 Denial of Payments by Reimbursement Sources. Provider shall be responsible for disputing and appealing on its own time and on its own expense any claims or disallowances for claims it has submitted to third-party reimbursement sources; provided, however, that Facility shall provide reasonable assistance to the Provider in any disputes or appeals concerning the Ambulance Services.

4.9 Focused Medical Review. The parties agree to cooperate in response to any focused medical review regarding the payment or medical necessity of Ambulance Services rendered hereunder.

4.10 Voluntary Repayments. Provider shall indemnify Facility in accordance with Section 5.2 of this Agreement in the event that Facility deems it prudent or necessary to voluntarily repay to an insurer, to the Medicare program, any state Medicaid program, or any other third party payor what it believes to be an overpayment for Ambulance Services, which overpayment was due to Provider's submission to Facility of false or inaccurate data (including, without limitation, incorrect eligibility determinations).

## **INSURANCE AND INDEMNIFICATION**

5.1 **Insurance**. During the term of this Agreement, each party shall at all times maintain professional and general liability insurance at its own expense. Such insurance shall have limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year. Provider shall attach proof of appropriate insurance at **Appendix A**. Each party shall notify the other thirty (30) days in advance of any material change in coverage.

5.2 **Indemnification**. Each party agrees to indemnify and hold harmless the other from and against any and all claims, costs, actions, suits, judgments, damages, liabilities, losses, or expenses including, without limitation, reasonable attorneys' fees and the reasonable fees of expert witnesses and other consultants ("Costs"), which arise or are asserted against or imposed upon or incurred by the party seeking indemnification ("Indemnatee") as a consequence of any act or omission (including without limitation, the submission to Indemnatee of any false or inaccurate billing information) by the party from whom indemnification is sought ("Indemnitor") or any employees, agents, or contractors of the Indemnitor. This provision shall survive termination of this Agreement for a period of two years. Nothing in this Agreement shall be construed to limit the indemnity or contribution rights that the parties may have under law.

## **TERM AND TERMINATION**

6.1 **Term**. The Agreement shall commence on the Effective Date and shall continue, unless terminated pursuant to the terms and conditions herein, for a period of one (1) year ("Initial Term"). Thereafter, the Agreement shall automatically renew for additional one (1) year term(s) (the "Renewal Terms").

6.2 **No Cause Termination**. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice of its intent to terminate this Agreement. If either party terminates this Agreement prior to the end of the Term, then each party shall agree not to enter into a similar agreement with each other until after the Term would have naturally expired.

6.3 **Termination for Default**. Either party may immediately terminate this Agreement in the event that the other party shall materially fail to comply with any of the other obligations, liabilities or undertakings assumed by such party under this Agreement, and such failure shall continue uncured for fifteen (15) calendar days following delivery of written notice describing such breach by the non-defaulting party.

6.4 **Immediate Termination**. Facility may terminate this Agreement immediately in the event that Provider shall fail to comply with the obligations of Section 2 (Qualifications) of this Agreement, unless Provider is making good faith efforts to cure the default and is able to do so within 30 days. In addition, Facility may terminate this Agreement immediately if it determines, in its sole discretion that continuation of this Agreement could jeopardize the health, safety or well being of any Facility resident.

## **PROVISIONS RELATED TO HIPAA PRIVACY STANDARDS**

7.1 **Health Insurance Portability and Accountability Act (HIPAA)**. The parties agree that they are both covered entities pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including any amendments or updates, and the regulations promulgated pursuant thereto. The parties further agree that since they are

each providing treatment to patients, neither is a business associate of the other as that term is defined in HIPAA. The parties agree to use their best efforts to safeguard patient protected health information and to otherwise comply with HIPAA requirements applicable to their operations. Further, each party agrees to comply with the applicable provisions of the Administrative Simplification section of HIPAA, as codified at 42 U.S.C. § 1320d through d-8, and the requirements of any regulations promulgated thereunder including without limitation the federal privacy standards as contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Standards") and the federal security standards as contained in 45 C.F.R. Parts 160, 162 & 164 (the "Federal Security Standards").

**7.2 Cooperation.** Provider will fully cooperate with Facility and render such assistance as may be reasonably required in the event of litigation or administrative proceedings with respect to any violation or claimed violation of the HIPAA Privacy Standards or related laws which involve Provider's actions or omissions arising from its Services under this agreement.

### **MISCELLANEOUS**

**8.1 Independent Contractor.** Provider shall provide the Services required hereunder as an independent contractor and not as an agent or employee of Facility. Provider shall have the sole duty, responsibility and right to control its agents and employees, including, without limitation, recruiting, hiring, training and firing its employees, establishing and providing wages and benefits, and disciplining and terminating employees or others assigned by Provider to provide the Services required under the Agreement.

**8.2 Governing Law; Applicable Law.** This Agreement and the interpretation, construction, and enforcement hereof shall be governed by and interpreted pursuant to the laws of the State of North Carolina without giving effect to the conflicts of law provisions thereof. In the event that any federal or state law or regulation is enacted, promulgated, modified, or interpreted to prohibit or materially restrict the duties and obligations made by one or both of the Parties to this Agreement, the Parties agree promptly to negotiate in good faith to amend or substitute the Agreement to permit the Parties to carry out their original intentions. In the event that the Parties cannot reach agreement as to the terms and provisions of the amendment or substitute agreement within sixty (60) days, then the Agreement shall immediately terminate after written notification of such termination has been sent by either party.

**8.3 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Neither party may assign this Agreement or any rights or obligations hereunder, except that Facility may assign this Agreement and all its rights and responsibilities hereunder to a successor of substantially all the business or assets of the Facility, without the prior written approval of Provider. There are no third party beneficiaries of or to this Agreement.

**8.4 Compliance with Laws.** Both parties agree to comply fully with all applicable federal, state, and local laws, rules and regulations, including, but not limited to (i) Title VI of the Civil Rights Act of 1964; (ii) Section 504 of the Rehabilitation Act of 1973; (iii) the Age Discrimination Act of 1975, and related requirements imposed by the Department of Health and Human Services (45 C.F.R., Par. 80); (iv) the OSHA Bloodborne Pathogen Standard, as may be amended from time to time; (v) the Fair and Accurate Credit Transactions Act of 2003 (FACTA) and its implementing regulations at 16 CFR §681.1 and 16 CFR §681.2; and (vi) the protection of the rights of residents, including, but not limited to, rights relative to confidentiality, privacy, quality of care rendered, consumer protection, and the like.

**8.5 Elder Justice Act.** The parties understand that through the Elder Justice Act, Congress created reporting requirements for certain individuals, including Provider. Provider acknowledges that it is aware of its obligations pursuant to the Elder Justice Act. Further, Provider acknowledges that it has received a copy of Facility's policy regarding compliance with the reporting requirements of the Elder Justice Act. Provider shall immediately notify the Facility of any suspicion of a crime against a Facility resident or an individual receiving treatment at Facility in accordance with that policy.

**8.6 Notices.** All notices hereunder shall be in writing and sent via facsimile, registered or certified mail, return receipt requested, or via recognized overnight courier service, to the addresses listed on the signature page of this Agreement. All notices shall be deemed effective on the date of actual receipt, as evidenced by the return receipt, courier record, facsimile confirmation record or similar document. In the event any notice is sent via facsimile, a copy of such notice shall also be promptly sent to the other party via first class mail.

**8.7 Confidentiality.** Provider shall, and shall ensure that all of its personnel, hold all confidential and proprietary information of Facility in confidence and shall not disclose such information to any person or entity without the prior written consent of Facility; provided, however, that the foregoing shall not apply to information which (i) is generally available to the public; (ii) becomes available on a non-confidential basis from a source other than Facility or its affiliates or agents, which source was not itself bound by a confidentiality agreement, or (iii) is required to be disclosed by law or pursuant to court order. Facility shall be entitled to injunctive relief to prevent a breach or threatened breach of this Section, in addition to all other remedies that may be available. For the purposes of this Section, all information and documentation relating to residents, governance, business, operations, policies, procedures, and practices of Facility and its affiliated organizations shall be deemed the Facility's confidential and proprietary information. This Section shall survive termination or suspension of this Agreement.

**8.8 Access to Books and Records.** In accordance with 42 U.S.C. §1395x(v)(1)(I) and the regulations promulgated thereunder, Provider and any of its subcontractors shall, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, make available, upon written request of Facility, the United States Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and the books, documents, and records of Provider that are necessary to certify the nature and extent of the costs incurred. If Provider is requested to disclose any books, documents, or records relevant to this Agreement for the purpose of an audit or investigation, Provider shall notify Facility of the nature and scope of such request and shall make available to the Facility, upon request, all such books, documents, or records, at Provider's principal place of business, or copies thereof.

**8.9 Entire Agreement.** This Agreement, including any exhibits, appendices, and addenda attached hereto and initialed as acknowledged by both parties as of the date of the Agreement, is signed by both parties, constitutes the entire Agreement of the parties, and supersedes all prior arrangements, understandings, agreements and covenants among the parties. The terms of this Agreement shall be deemed severable so that if any term should be found illegal or unenforceable, the remaining terms shall nevertheless continue in full force and effect.

8.10 Addenda / Appendices / Exhibits. The following documents shall be included with, and considered part of, this Agreement as attachments: (i) proof of Provider's licensure, registration or certification as well as proof of Provider's professional and general liability insurance (**Appendix A**); Provider's Rate's to be Charged to Facility for those Services for which Facility has responsibility to pay. (**Appendix B**)

8.11 Amendment / Waiver. No amendment, waiver, consent, variation, modification or change shall be made to this Agreement unless set forth in a document signed by each party, their successors or assigns. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought. Failure of either party at any time to insist upon strict performance of any provision hereof shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same provision at any future time.

8.12 Counterparts / Facsimile. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same document. To the extent permitted by law, a signature delivered via facsimile will be considered as an original for the purposes of acknowledging and agreeing to the terms of this Agreement.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties cause this Agreement to be executed effective on the day and year first set forth above.

**FACILITY:**

**SSC Windsor Brian Operating Company LLC  
d/b/a Brian Center Health &  
Rehabilitation/Windsor**

\_\_\_\_\_

Print Name Penny K. Brown

Title: Administrator

**Send copy of signed Agreement and a copy  
of all notices sent hereunder to:**

**ATTN: Contracts Coordinator**  
c/o Legal Department  
SavaSeniorCare Consulting, LLC  
One Ravinia Drive  
Suite 1500  
Atlanta, GA 30346

Fax No.: 678-433-6778

**PROVIDER: Bertie County Non-Emergency  
Transport**

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Send copy of signed Agreement and a copy  
of all notices sent hereunder to:**

**Bertie County Non-Emergency Transport**  
**208 E. Granville Street**  
**Windsor North Carolina 27983**

## **APPENDIX A**

Attached to this sheet is proof of Provider's licensure, registration or certification as well as proof of Provider's professional and general liability insurance.

**APPENDIX B**

**The following fees are applicable for services paid by the Facility:**

<i>BLS Non-Emergency</i>	<i>\$295.00 base rate</i>
<i>Mileage</i>	<i>\$9.00 per miles</i>

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made this day \_\_\_\_ of \_\_\_\_\_, 2014 by and between County Water District III, a body politic organized and existing under the laws of the State of North Carolina, and South Windsor Water Project Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina;

WHEREAS, South Windsor Water Project Association, Inc. (hereinafter "South Windsor") is a nonprofit corporation having been incorporated for the purpose of constructing, maintaining, and operating a private water system for its members who live in an area located to the South of Windsor, North Carolina;

WHEREAS, County Water District III is a body politic organized and existing pursuant to Article 6 of Chapter 162A of the North Carolina General Statutes for the purpose of constructing, maintaining, and operating a public water system for the citizens of Bertie County who live in the County Water District III service area, which includes the area served by South Windsor;

WHEREAS, South Windsor desires to be purchased by County Water District III, and County Water District III desires to purchase South Windsor under the terms and conditions stated herein; and

WHEREAS, County Water District III has the authority to enter into an agreement with a private entity pursuant to Section 162A-88.1 of the North Carolina General Statutes.

NOW, THEREFORE, for mutual and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Sale and Purchase of Certain Assets. Subject to the terms and conditions of this Agreement, South Windsor has bargained and sold and by these presents does bargain, sell and convey to County Water District III, its successors and assigns, all of the assets listed on the attached Bill Of Sale. The assets described therein are sometimes cumulatively referred to in this Agreement as the "Assets." It is expressly agreed that County Water District III is only acquiring the "Assets" as defined herein and no other assets of South Windsor.

2. Purchase price. The mutual covenants contained herein are the only consideration for the purchase. There is no separate purchase price paid by County Water District III to South Windsor.

3. Instruments of Transfer. South Windsor will execute a Bill of Sale to accomplish the transfer the Assets to County Water District III. South Windsor will also execute any other documents needed in order to accomplish the purposes of this Agreement, such as titles, deeds, negotiable instruments for the CD's and bank accounts, or other instruments of transfer.

4. Representations and warranties by South Windsor. South Windsor makes the following representations and warranties:

a. South Windsor is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, carry out and perform its obligations hereunder. South Windsor is not in violation of any federal, state, or local law or ordinance regarding its water monitoring, testing or reporting.

b. There is no claim, demand, suit, proceeding or litigation of any kind pending and outstanding or, to the knowledge of South Windsor, threatened or

likely to be made or instituted, to which South Windsor is a party and which would affect or relate to the Assets or impair the transfer or assignment of the same. South Windsor represents and warrants that it has no debt. The only claim or liability that South Windsor has is its 2014 federal unemployment tax, which cannot be determined until the end of 2014. However, it is estimated that the amount of the tax will be approximately \$130.00.

c. All lines, equipment and elevated tanks and are in good working order, and to its knowledge there is no significant water loss being incurred in the system.

d. South Windsor has full approval of its Board of Directors and its membership to enter into this Agreement and has followed all steps required by its Articles of Incorporation for approval. South Windsor has absolute fee simple, good and marketable title to all the Assets and has the right and power to sell, transfer and convey all of said Assets, free and clear of all liabilities, liens and encumbrances.

e. As of the date of this Agreement, South Windsor is not party to any contract, agreement or commitment of any kind requiring future performance that would impair its obligations hereunder, including but not limited to any agreement with the Town of Windsor that would require South Windsor to buy water from the Town or that would prevent County Water District III from supplying water to South Windsor members.

f. South Windsor has given to County Water District III all of the information it has requested, including but not limited to financial records, information on any water lines or equipment that are currently in need of repair or replacement, copies of all certifications, licenses, permits, proof of insurance, identity of its

customers, addresses, histories of installation and payment, and the rates at which customers are charged.

g. All tax returns and reports due to be filed by Seller have been duly filed on or before the date due and all taxes therein have been paid in full.

h. South Windsor has acquired all easements needed for the installation and maintenance of its lines and equipment.

i. After this Agreement and the accompanying Bill of Sale are signed, South Windsor will dissolve. In doing so, South Windsor will file all necessary paperwork with the office of the North Carolina Secretary of State, and it will pay all associated costs of dissolution.

5. Representations and warranties by County Water District III. County Water District II makes the following representations and warranties:

a. County Water District III is in good standing under the laws of the State of North Carolina, and has full power and authority to enter into, carry out and perform its obligations hereunder.

b. County Water District III is not in violation of any federal, state, or local law or ordinance regarding its water monitoring, testing or reporting.

c. There is no claim, demand, suit, proceeding or litigation of any kind pending and outstanding or, to the knowledge of County Water District III, threatened or likely to be made or instituted, to which it is a party and which would affect or relate to this Agreement. As of the date of this Agreement, County Water District III is not party to any contract, agreement or commitment of any kind requiring future performance that would impair its obligations hereunder.

6. Employment of South Windsor workers. County Water District III has

the option but not the obligation to employ any of the employee's of South Windsor.

7. Cooperation and best efforts. South Windsor will cooperate in all respects with County Water District III in the acquisition of the water system.

8. Transition of South Windsor members to the Water District; Surplus Fund for Legacy Members. South Windsor customers will become County Water District III customers. After the Effective Date of this Agreement, all payments made by South Windsor customers will be property of County Water District III. All customers who were members of South Windsor on May 15, 2014 will be called "Legacy Members" for the purpose of this Agreement. The sum of \$11,750.00 from the Assets will be used by County Water District III to establish a surplus fund. This surplus fund will be used by County Water District III to pay the difference between the South Windsor rate that was charged to Legacy Members on May 15, 2014 and the County Water District III rate that is charged to Legacy Members after May 15<sup>th</sup>. When the surplus fund is exhausted, the Legacy Members will be billed at the County Water District III rate.

9. Effective Date. The effective date of this Agreement is May 15, 2014.

10. Indemnification. South Windsor indemnifies and holds harmless County Water District III from any actions or claims that arise as the result of the operation or ownership of the subject water system by South Windsor before the Effective Date. County Water District III indemnifies and holds harmless South Windsor from any actions or claims that arise as the result of the operation or ownership of the subject water system by County Water District III after the Effective Date. Each party shall indemnify and hold harmless the other from and against any and all liabilities and obligations which arise from the breach by the other party of any of its warranties and

representations contained in this Agreement. If any person shall assert any claim against the non-breaching party which might result in a claim for indemnity hereunder, the non-breaching party shall promptly give written notice to the breaching party indicating the name of the claimant and the nature and amount of the claim. The breaching party shall have the right to contest and defend against any such claim, at its expense, through counsel of its own choosing, provided that if the breaching party shall fail to notify the non-breaching party within sixty (60) days of the receipt of the foregoing notice of its election to contest and defend against such claim, then the non-breaching party shall have the right to take such action as it deems appropriate to defend, contest, settle, or compromise any such claim or liability.

11. Notice. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed to have been duly given if and when placed in the mail by registered or certified mail, return receipt requested, with the proper postage.

If to County Water District III:

County Water District III  
Attention: Mr. Scott T. Sauer  
Bertie County Manager  
Post Office Box 530  
Windsor, NC 27983

If to South Windsor:

South Windsor Water Project Association, Inc.  
Attention: Anthony Ward  
143 Ward Road  
Windsor, NC 27983

17. Entire agreement. This Agreement represents the final understanding of

the parties with respect to the subject matter of this Agreement and shall replace any earlier written or oral agreements. This Agreement may not be modified except in a writing signed by both of the parties. All parties hereto have negotiated this Agreement at arm's length, have had the opportunity to be represented by independent counsel, are satisfied with the terms hereof, and agree to be bound hereby.

18. Benefit and obligation. This agreement shall bind and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns..

In Witness Whereof, each party hereto has caused these presents to be executed in its name by its President or Chairman, all by due authority of its Board of Directors heretofore duly given, this the day and year first above written.

Attest:

Bertie Co. Water Districts III

By: \_\_\_\_\_

By: \_\_\_\_\_(Seal)

Typed Name: Sarah Seredni

Typed Name: Wallace Perry

Title: Clerk to the Board

Title: Chairman

Seal

Attest:

South Windsor Water Project Association, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_(Seal)

Typed Name: \_\_\_\_\_

Typed Name: Anthony Ward

Title: Secretary

Title: Chairman of the Board

Seal

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

---

Signature of finance officer

JEH/13County/Purchase South Windsor 14-MS-14/Agreement/lbt

STATE OF NORTH CAROLINA

**BILL OF SALE**

COUNTY OF BERTIE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, South Windsor Water Project Association, Inc., a nonprofit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as Seller, has this day, in consideration of the sum of \$1.00, to it paid by County Water District III, a body politic organized and existing under the laws of the State of North Carolina, hereinafter referred to as Purchaser, bargained, sold and delivered to Purchaser, the following personal property:

1. Water lines, elevated tanks, meters, and valves;
2. Equipment and tools used in the construction, maintenance and operation of the water system;
3. Construction plans, as-built plans and specification lists;
4. Office furniture, computers, software, and disks;
5. Customer accounts, including accounts receivable; customer lists, files and records;
6. Financial and tax records;
7. Accounts
8. Certifications, licenses, permits and proof of insurance;
9. Good will; and
10. Certificates of deposit and bank accounts.

TO HAVE AND TO HOLD all of the aforesaid property unto the said Purchaser, its successors and assigns, forever.

The undersigned hereby warrants said property to be free and clear of all encumbrances whatsoever.

The undersigned warrants that the title to the said property is good and indefeasible.

This the \_\_\_\_\_ day of September, 2014.

Attest:

South Windsor Water Project Association, Inc.

By: \_\_\_\_\_

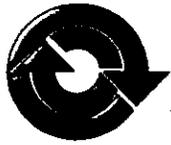
By: \_\_\_\_\_ (Seal)

Typed Name: \_\_\_\_\_

Typed Name: Anthony Ward

Title: Secretary

Title: Chairman of the Board



# WASTE INDUSTRIES

[www.wasteindustries.com](http://www.wasteindustries.com)

PO Drawer 1388 | Newport, NC 28570

August 20, 2014

Scott Sauer  
County Manager  
PO Box 530  
106 Dundee Street  
Windsor, North Carolina 27983

Ref: Request For Extension for Convenience Site Agreement

Dear Mr. Sauer,

Attached please find an amendment to extend our current agreement for operation of your convenience sites. Our current agreement is in its final year. We propose no changes in any terms or conditions.

Please let me know if you have any questions or concerns. We look forward to our continued relationship providing the citizens of Bertie County the environmentally friendly, cost effective service they deserve.

Respectfully,

Norma Yanez  
Government Contracts Manager

**STATE OF NORTH CAROLINA  
COUNTY OF BERTIE**

**AMENDMENT OF CONTRACT AGREEMENT  
BETWEEN BERTIE COUNTY AND WASTE INDUSTRIES, LLC**

This Amendment of the Contract made between **Bertie County and Waste Industries, LLC** dated July 1, 2006:

**Section 2.1: Term**

The term of this contract will be extended to June 30, 2020.

**All other previous terms and conditions of this section remain the same.**

**All other previous terms and conditions of entire contract remain the same.**

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

**WASTE INDUSTRIES LLC**

**BERTIE COUNTY**

BY: \_\_\_\_\_  
Thomas Winstead, Vice President

BY: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.” \_\_\_\_\_

Signature of Finance Office

**Scott Sauer**

---

**Subject:** Waste Industries--historical summary of convenience center annual cost

<u>YR</u>	<u>AMT</u>	<u>INC</u>
2014	\$491,177.09	1.86%
2013	\$482,191.77	2.70%
2012	\$469,526.27	3.34%
2011	\$454,340.77	2.84%
2010	\$441,804.18	2.41%
2009	\$431,398.84	3.97%
2008	\$414,941.06	3.71%
2007	\$400,089.11	9.03%
2006	\$366,954.91	4.46%
2005	\$351,297.29	2.05%
2004	\$344,226.96	2.50%
2003	\$335,826.96	1.50%
2002	\$330,867.60	0.19%
2001	\$330,246.98	-

Note: FY 2014-2015 includes \$496,180 for convenience center operations under contract with Waste Industries

**STATE OF NORTH CAROLINA  
COUNTY OF BERTIE**

**AMENDMENT OF CONTRACT AGREEMENT  
BETWEEN BERTIE COUNTY AND WASTE INDUSTRIES, LLC**

This Amendment of the Contract made between **Bertie County** and **Waste Industries, LLC** dated July 1, 2006:

**Section 2.1: Term**

Beginning January 1, 2014, the term of this contract will be extended to June 30, 2015.  
**All other previous terms and conditions of this section remain the same.**

**All other previous terms and conditions of entire contract remain the same.**

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

**WASTE INDUSTRIES LLC**

**BERTIE COUNTY**

BY: \_\_\_\_\_  
Thomas Winstead, Vice President

BY:   
\_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Robert Lohr, Division Controller

  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 2/5/14

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.” \_\_\_\_\_

  
Signature of Finance Office

1-16-14  
BOC Retreat

## \* Curbside Solid Waste & Recycling project status

The Board discussed the extension of the current waste contract for the convenience sites as well as the possibility of implementing the Curbside Solid Waste & Recycling program. The Board also discussed the procedure for a voter referendum on the November 2014 ballot.

County Attorney Smith advised that referendums are not usually granted by the legislature in the State of North Carolina and that the current bid submitted in response to the Request for Proposals from Waste Industries had already expired. He advised that if the Board were to still consider curbside services from Waste Industries that a new RFP would need to be submitted. County Attorney Smith also reminded the Board that they are currently operating on a month to month basis without a contract in place to keep the current convenience sites open.

After a lengthy discussion, Commissioner Harrell introduced a **MOTION** for the Board to direct the County Manager to negotiate an extension of the current contract with Waste Industries for the convenience sites to remain open for an additional period of 12 months. Commissioner Wesson and Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

### **Emergency Medical Services (transition to County operated Paramedic program)**

Staff present for this section included Emergency Services Director Mitch Cooper and Interim Emergency Medical Services Director Matt Leicester. Emergency Medical Services Consultant David Clary was also present to give a detailed presentation regarding the County's next steps in the EMS transitional process.

Mr. Clary's financial analysis of the County's current Paramedic EMS system projected an operating deficit of between \$813,577 and \$1,138,280 annually, which could be remedied with the establishment of County operated non-emergency transport services for movement of patients between facilities both locally and regionally.

Mr. Clary advised the Board regarding EMS pay schedules, overtime and benefits, operating expenses and capital outlay recommendations. The County Manager noted that the implementation of non-emergency transport services would entail additional full time and part time staff, depending on the schedule enacted by the Board. Mitch Cooper will bring additional data to the Board in the next few weeks.

After some discussion, the Board agreed that a bi-weekly pay schedule would be most effective for County staff, including newly hired EMS personnel.

Commissioner Wesson introduced a **MOTION** for the County to pay employees on a bi-weekly, 26 pay periods basis versus a once per month pay frequency. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously. Staff are to begin work on this transition and report back to the Board with an implementation plan as quickly as possible.

2-3-14

Buc  
Dis. Mtg.

~~1-15-14~~

~~Buc Retreat~~

Commissioner Harrell stated that Perdue does an annual litter pick up event in the area and requested that results from those events to be included in future reports.

Other Board members suggested that Mr. Anderson be in contact with local churches and other organizations that could also be of assistance with this initiative.

In regards to junkyard & motor vehicle control, Mr. Andersons' report stated that there was a total of 18 warning letters sent to County residents regarding non-compliance with the current ordinance. As of the reports creation, 16 of those 18 individuals have become compliant with the ordinance.

Mr. Anderson also presented photographs depicting the type of damage that is inflicted in regards to litter and junkyard & motor vehicle control.

Ms. White then updated the Board regarding the Manufactured Home Park Ordinance, and stated that the agreement was ready for posting in preparation for the approval process.

Ms. White also mentioned a project at Seymour Air Force Base joint land use study and that she would be looking into the project for further information that could be presented to the Board at a later date.

### BOARD APPOINTMENTS

Board appointments for the Economic Development Commission Board were tabled until a later meeting. Due to inclement weather, the Clerk to the Board Sarah Seredni was unable to provide a full agenda to the Board in preparation for this meeting.

### CONSENT AGENDA

Due to inclement weather, there were no minutes ready for approval at this meeting.

County Manager Sauer recommended that the Board approve an amendment to the contract between the County and Waste Industries, LLC to extend the life of the County convenience sites for a period of 12 months ending on June 30, 2015.

Commissioner Wesson made a **MOTION** to approve an amendment to the contract between the County and Waste Industries, LLC to extend the life of the County convenience sites for a period of 12 months ending on June 30, 2015. Vice Chairman Smith **SECONDED** the motion. The motion passed unanimously.

Due to inclement weather, the Board did not have the opportunity to read the November 2013 Tax Department Error Ledger. This matter was tabled until the next meeting.

**SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL**

**BERTIE COUNTY  
MANNED CONVENIENCE CENTERS**

**CONTRACT**

by and between

**BERTIE COUNTY**

and

**WASTE INDUSTRIES, L.L.C.**

July 1, 2006

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	Signatures

STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

THIS AGREEMENT (the "Contract") is made as of the 1<sup>st</sup> day of July, 2006 by and between Bertie County, North Carolina (the "County") and Waste Industries, L.L.C., a corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office in Raleigh, North Carolina (the "Contractor").

**RECITALS:**

The County desires to ensure the availability of Manned Convenience Centers for the economically and environmentally sound collection of solid waste and recyclables for the ultimate disposal of solid waste at a sanitary landfill and delivery of recyclables to market through extension of such Contract.

The governing authority of the County has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclables.

The Contractor will own or lease property upon which it operates a minimum of five (5) manned convenience centers to service the foregoing objectives of the County.

NOW, THEREFORE, in consideration of the premises, the parties agree:

**Section 1: Definitions:** The following definitions will apply in this Agreement:

1.1 **Bulk Waste Items:** Furniture including upholstered pieces, box springs, mattresses and television sets.

1.2 **Customer:** Any individual resident of the County. "Customer" shall not include commercial or industrial establishments.

1.3 **Hazardous Waste Materials:** A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or,
- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- c. As identified by the North Carolina Department of Environmental Health and Natural Resources (NCDEHNR) as unsafe.

1.4 **Recycling:** Any process by which solid waste, or materials which would otherwise become solid waste, are

collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

- 1.5 **Recyclable Material:** Means aluminum and bi-metal cans, steel (including tin plated steel) cans, plastic soda bottles and plastic milk and water jugs, newsprint (including advertising inserts), glass containers (clear, green and brown), and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials.
- 1.6 **Solid Waste:** All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid materials or materials but not including: (a) hazardous waste materials, (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved materials in irrigation return flows, (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT.923), (f) vehicular tires, motor oil, lead acid batteries, or (g) construction and demolition debris.
- 1.7 **White Goods:** Any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.
- 1.8 **Yard Waste:** Brush from yards, grass clippings, leaves, limbs and shrubbery trimmings from normal household activity.

**Section 2: Term**

- 2.1 Contractor does hereby agree to furnish all necessary equipment, materials and labor to provide solid waste and recycling collection. This Agreement shall be binding upon all parties for a period of sixty (60) months beginning July 1, 2006, and ending June 30, 2011. During each year of this Agreement, the parties hereto may, by mutual consent, extend the term of this Agreement for additional one (1) year periods, hereinafter referred to as "Extension Terms", according to the following provisions:
- a. No later than twelve (12) months from the commencement date of this Agreement and prior to the end of each twelve (12) month period thereafter, the Contractor and the County shall meet and discuss the Contractors' performance during the preceding twelve (12) month period. Upon finding that the Contractors' performance is satisfactory and that it is in the best interest of the County and the Contractor to continue this Agreement beyond the current term, then by mutual agreement the parties hereto shall extend this Agreement for an additional one (1) year period (the "Extension Terms"). The effect of the Extension Terms will be to reset the expiration date of this Agreement annually to a date five (5) years from the end of each such twelve (12) month period.
  - b. The Provision for "continuity of service" is designed to allow the Contractor and the County to discuss and decide long range aspects of the disposal and collection system, including discussion related to capital equipment purchased by the Contractor for use in connection with this Agreement prior to the expiration date of the Agreement and to allow for improvements in the collection system.

2.2 Insurance: The Contractor shall at all times during the term of this Agreement and any renewals maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the contract manager certificates of other evidence satisfactory to Bertie County to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without provident Bertie County at least thirty (30) days written notice.

Commercial General Liability – Each Occurrence:

General Aggregate	\$ 1,000,000
Products – Comp./Op. Aggregate	\$ 1,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 100,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability – Any Auto:

Combined Single Unit	\$ 1,000,000
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Excess Liability:

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

Workers' Compensation-Statutory Limits:

Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 100,000

2.3 Indemnification: The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however, that the Contractor will not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract for a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

**Section 3: Force Majeure**

3.1 In the event Waste Industries or Bertie County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of Waste Industries or Bertie County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that Waste Industries or Bertie County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, Waste Industries or Bertie County shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event

of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

- 3.2 For purposes of this Agreement, "Force Majeure" means any act, event or condition that is beyond the reasonable control of Waste Industries or Bertie County, including, without limitation: (i) an act of God or similar occurrence; (ii) interference by third parties with any solid waste, transfer or disposal operations or any other duties of Waste Industries or Bertie County hereunder; (iii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iv) a strike, work slowdown, or similar industrial or labor action; (v) any order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than the term as set forth in Section 2 Term of this Agreement or which stays, invalidates, or otherwise affects the performance of the parties hereunder; (vi) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required by the parties to perform hereunder which does not result from any negligent or willful act or omission of Waste Industries or Bertie County; (vii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the effective date hereof, applicable to Bertie County, Waste Industries or the parties' subcontractors, adversely affecting the parties' obligations hereunder; (viii) the institution of a legal or administrative action, or similar proceeding, by any person, firm, corporation, agency or other entity which delays or prevents any aspect of performance of the parties hereunder; or (ix) either party is for any reason (other than any reason resulting from their own negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted.

#### **Section 4: Performance**

- 4.1 The Contractor shall perform its obligations in a fair and efficient manner. If the County deems that the Contractor is not performing as required under the terms of the Contract, the County shall notify the Contractor in writing of the deficiencies and allow the Contractor fifteen (15) days in which to object in writing to the noted deficiencies. The Contractor shall have up to thirty (30) days in which to make the necessary adjustments to remedy the deficiencies. In the event the Contractor fails to comply with the terms of this Contract after thirty (30) days written notice of the default, then the County may terminate this Contract and the Contractor will be responsible for damages as provided by law to include reasonable attorneys' fees incurred by the County in enforcing this Agreement.

#### **Section 5: Transportation and Disposal**

- 5.1 All acceptable solid waste and recyclables hauled by the Contractor will be contained so that leaking, spilling, or blowing of the contents from the vehicle or container is prevented. In the event of any spillage, the Contractor shall immediately clean up the litter, and perform such other clean up, removal or remedial actions as are required by the county manager, in an environmentally acceptable manner. The Contractor will not be required to collect or transport any hazardous waste as defined by the U.S. Environmental Protection Agency or any waste that would not be acceptable for disposal at the East Carolina Environmental Landfill in Bertie County.

5.2 The County will make available to the Contractor a permitted sanitary landfill or transfer station for the disposal of solid waste. In lieu of a landfill an alternative disposal site may be utilized by the County. Cost of performance under this Contract is based on the current location of the East Carolina Environmental Landfill and should the transfer station or other disposal site location be changed, then the County agrees to an adjustment in the price based on the increased or decreased cost of transportation incurred by the Contractor.

5.3 Recycling Services: The Contractor will transport recyclables to a recycling processing facility selected by the Contractor, which is currently Eastern North Carolina Vocational Center (E.C.V.C.) located in Greenville, North Carolina.

The County agrees that the Contractor will not be forced to collect, process or transport recyclable material for which no market exist.

**Section 6: Responsibility of the Contractor**

6.1 The Contractor will assign qualified personnel to manage and operate the collection system. The Contractor agrees that all employees will be required to wear clean uniforms that display the name of the Contractor and will identify the individual as an employee of the Contractor. Each employee will carry a valid operators license for the type of vehicle they are required to operate. The Contractor will provide operation and safety training for all operational personnel.

6.2 The Contractor agrees that in the performance of this Agreement, the Contractor will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry.

6.3 The Contractor will comply with the applicable solid waste laws of the State of North Carolina, the rules and regulations of the County of Bertie and with any and all other federal, state and county laws and regulations applicable to the performance of this Agreement.

6.4 The Contractor will be responsible for site clean up and maintenance inside the manned collection sites.

6.5 The Contractor will be solely responsible for providing and maintaining all collection boxes, compaction equipment and basic recycling containers.

**Section 7: The Contractors' Services**

7.1 Operation: The manned convenience centers will provide containers for, and will dispose of, bulk waste items, recyclable materials, solid waste, white goods, yard waste, used motor oil, and used batteries. The Contractor will maintain the manned convenience centers open for performance for 60 hours per week for 52 weeks per year; Monday through Thursday will be 8 hours per day; Friday and Saturday will be 11

hours per day, and 6 hours on Sunday. The daily hours of operation will be mutually agreed by the County and the Contractor. The following holidays may be observed by the Contractor on which dates the manned convenience centers may, at the discretion of the Contractor, be closed: Thanksgiving Day, Christmas Day, New Years Day, Easter Monday, Independence Day, and Labor Day. In the event of emergency conditions declared by the county manager, the Contractor will keep the manned convenience center open for receipt of unusual amounts of county solid waste generated or created by such emergency conditions—and will be properly compensated for the additional hours of operation. Convenience center staff will assist the county residents that require assistance upon request, but will not be required to lift large appliances or other heavy objects.

7.2 Locations: The current 5 convenient centers are as follows:

1. Hardentown - 1134 US Highway 17 North, Windsor, N.C., 27924
2. Rosemeade - 534 Nowell Farm Road (State Road 1314), Coletrain, N.C., 27924
3. Windsor - 307 US 13-17 South, Windsor, N.C., 27893
4. Lewiston - 330 NC Highway 11 North, Lewiston, N.C., 27849
5. Landfill Site - 1051 Landfill Road, Aulander, N.C., 27805

7.3 Transportation: Solid waste and recyclables will be transported to approved facilities.

## Section 8: Rates

- 8.1 **Fee:** The fee due to the Contractor from the County for the Contractors' receipt and handling of the County's solid waste and recyclables at the manned convenience centers and the transportation of such waste to the sanitary landfill or transfer station or other designated disposal facility pursuant to the Agreement will be \$33333.33 per month.
- 8.2 **Payment:** Payment for each calendar month of services hereunder will be made by the County on or before the 10<sup>th</sup> day of the current month.
- 8.3 The compensation payable to the Contractor hereunder will be adjusted on July 1, 2007, and on July 1 of each subsequent year, effective as of each such date, to reflect the Consumer Price Index- Urban Expenditure (CPI-U) as published by the United States Bureau of Labor Statistics for the twelve month period ending March 31 that immediately precedes the effective date of the change. At no time during the life of the contract will the annual increase be less than 2% or more than 7%.

## Section 9: Operational Changes/Adjustments

9.1 Changes in the level and type of service will be authorized by the county manager or his designee.

9.2 The Contractor and the County will negotiate adjustments in the rates and charges when:

- a. Adding or reducing the number(s) of sites.
- b. Changing locations
- c. Increasing/decreasing level or hours of service.
- d. Contractors' cost of doing business has increased due to the following:
  1. Changes in governmental (federal, state, local) rules or regulations or events beyond the control of the Contractor such as minimum wage and processing /marketing recyclables.
  2. Natural disaster or other acts of nature such as flooding or hurricanes which increase the normal volume of solid waste to any site.
  3. The cost of fuel increasing more than 5% above the base cost of \$2.75 per gallon. Should the cost of fuel drop below \$2.75 per gallon, the County will be reimbursed accordingly.
  4. Extra services performed outside the normal working hours of the Company or on a federal or state holiday.

**Section 10: Grant or Right**

The Contractor will be the only person(s) or organization(s) authorized by the County to provide convenient site solid waste and recycling service within Bertie County provided and paid for by the County.

**Section 11: Miscellaneous Provisions**

11.1 This Agreement will be binding upon the successors, assigns, agents, officials and employees of the parties which shall constitute the entire understanding of the parties. The Contractor may not assign, nor subcontract any portion of this Contract without written approval of the County, which consent will not be unreasonably withheld. The Contractor will comply with any and all applicable federal, state, and local standards, regulations, laws, statutes and ordinances regarding toxic hazardous and solid waste and any other pollutants, public and private nuisances; health or safety; and zoning, subdivision or other land use controls. The Contractor will take all necessary, proper or required safety, preventive and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, U.S. Environmental Protection Agency, North Carolina Department of Environmental Management, and any other federal, state, or local agency having jurisdiction.

11.2 This Contract will be modified, amended or changed only in writing signed by each of the parties.

IN WITNESS WHEREOF, the signed parties have caused this Agreement to be duly executed by their authorized name and caused this Agreement to be duly executed effective July 1, 2006.

WASTE INDUSTRIES, L.L.C.

  
Thomas Winstead, Vice President

(Seal)

ATTEST:

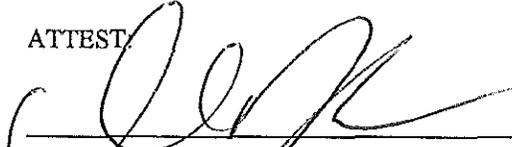
  
Bob Lohr, Assistant Controller

COUNTY OF BERTIE

  
Chairman of the Bertie County Board of  
Commissioners

(Seal)

ATTEST:

  
Clerk to the Bertie County Board of  
Commissioners

**SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL**

**BERTIE COUNTY  
MANNED CONVENIENCE CENTERS**

**CONTRACT**

by and between

**BERTIE COUNTY**

and

**WASTE INDUSTRIES, INC.**

July, 2001

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STATE OF NORTH CAROLINA  
COUNTY OF BERTIE

THIS AGREEMENT (the "Contract") is made as of the 1<sup>st</sup> day of July, 2001 by and between Bertie County, North Carolina (the "County") and Waste Industries, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office in Raleigh, North Carolina (the "Contractor").

**RECITALS:**

The County desires to ensure the availability of Manned Convenience Centers for the economically and environmentally sound collection of solid waste and recyclables for the ultimate disposal of solid waste at a sanitary landfill and delivery of recyclables to market through extension of such Contract.

The governing authority of the County has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclables.

The Contractor will own or lease property upon which it operates a minimum of five (5) manned convenience centers to service the foregoing objectives of the County.

NOW, THEREFORE, in consideration of the premises, the parties agree:

**Section I: Definitions:** The following definitions will apply in this Agreement:

- .1 **Bulk Waste Items:** Furniture including upholstered pieces, box springs, mattresses and television sets.
- .1 **Customer:** Any individual resident of the County. "Customer" shall **not include commercial or industrial establishments.**
- .1 **Hazardous Waste Materials:** A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:
  - a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or,
  - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
  - c. As identified by the North Carolina Department of Environmental Health and Natural Resources (NCDEHNR) as unsafe.
- 1.4 **Recycling:** Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

- 1.4 **Recyclable Material:** Means aluminum and bi-metal cans, steel (including tin plated steel) cans, plastic soda bottles and plastic milk and water jugs, newsprint (including advertising inserts), glass containers (clear, green and brown), and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials.
- 1.6 **Solid Waste:** All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid materials or materials but not including: (a) hazardous waste materials, (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved materials in irrigation return flows, (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT.923), (f) vehicular tires, motor oil, lead acid batteries, or (g) construction and demolition debris.
- 1.7 **White Goods:** Any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.
- 1.8 **Yard Waste:** Brush from yards, grass clippings, leaves, limbs and shrubbery trimmings from normal household activity.

**Section 2: Term**

- 2.1 Contractor does hereby agree to furnish all necessary equipment, materials and labor to provide solid waste and recycling collection. This Agreement shall be binding upon all parties for a period of sixty (60) months beginning July 1, 2001, and ending June 30, 2006. During each year of this Agreement, the parties hereto may, by mutual consent, extend the term of this Agreement for additional one (1) year periods, hereinafter referred to as "Extension Terms".
- 2.2 Insurance: The Contractor shall at all times during the term of this Agreement and any renewals maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the contract manager certificates of other evidence satisfactory to Bertie County to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without provident Bertie County at least thirty (30) days written notice.

Commercial General Liability – Each Occurrence:

General Aggregate	\$ 1,000,000
Products – Comp./Op. Aggregate	\$ 1,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 100,000

Medical Expense (Any One Person)	\$ 5,000
<u>Automobile Liability – Any Auto:</u>	
Combined Single Unit	\$ 1,000,000
<u>Excess Liability:</u>	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
<u>Workers' Compensation-Statutory Limits:</u>	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 100,000

- 2.3 Indemnification: The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suites, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however, that the Contractor will not be liable for any suites, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract for a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

**Section 3: Performance**

- 3.1 The Contractor shall perform its obligations in a fair and efficient manner. If the County deems that the Contractor is not performing as required under the terms of the Contract, the County shall notify the Contractor in writing of the deficiencies and allow the Contractor fifteen (15) days in which to object in writing to the noted deficiencies. The Contractor shall have up to thirty (30) days in which to make the necessary adjustments to remedy the deficiencies. In the event the Contractor fails to comply with the terms of this Contract after thirty (30) days written notice of the default, then the County may terminate this Contract and the Contractor will be responsible for damages as provided by law to include reasonable attorneys' fees incurred by the County in enforcing this Agreement.
- 3.2 The County will pay the monthly fee provided for by this Agreement by the 10<sup>th</sup> of each month provided that if the Contractor fails to comply with the terms of this Contract after thirty (30) days written notice, the County is authorized to withhold payment until the resolution of the default has been made or this Agreement is terminated for reasons of default.
- 3.3 Force Majeure: The Contractor is not deemed to be in default when its inability to perform any or all of the terms of this Agreement is the result of conditions completely beyond the control of the Contractor including; but not limited to, war or public enemy, government interference, civil disorder, natural disasters, or inclement weather, acts of God so severe that safe travel is made impossible.

**Section 4: Transportation and Disposal**

- 4.1 All acceptable solid waste and recyclables hauled by the Contractor will be contained so that leaking, spilling, or blowing of the contents from the vehicle or container is prevented. In the event of any spillage, the Contractor shall immediately clean up the litter, and perform such other clean up, removal or remedial actions as are required by the county manager, in an environmentally acceptable manner. The Contractor will not be required to collect or transport any hazardous waste as defined by the U.S. Environmental Protection Agency or any waste that would not be acceptable for disposal at the East Carolina Environmental Landfill in Bertie County.
- 4.2 The County will make available to the Contractor a permitted sanitary landfill or transfer station for the disposal of solid waste. In lieu of a landfill an alternative disposal site may be utilized by the County. Cost of performance under this Contract is based on the current location of the East Carolina Environmental Landfill and should the transfer station or other disposal site location be changed, then the County agrees to an adjustment in the price based on the increased or decreased cost of transportation incurred by the Contractor.
- 4.3 Recycling Services: The Contractor will transport recyclables to a recycling processing facility selected by the Contractor, which is currently Eastern North Carolina Vocational Center (E.C.V.C.) located in Greenville, North Carolina.

The County agrees that the Contractor will not be forced to collect, process or transport recyclable material for which no market exist.

**Section 5: Responsibility of the Contractor**

- 5.1 The Contractor will assign qualified personnel to manage and operate the collection system. The Contractor agrees that all employees will be required to wear clean uniforms that display the name of the Contractor and will identify the individual as an employee of the Contractor. Each employee will carry a valid operators license for the type of vehicle they are required to operate. The Contractor will provide operation and safety training for all operational personnel.
- 5.2 The Contractor agrees that in the performance of this Agreement, the Contractor will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry.
- 5.3 The Contractor will comply with the applicable solid waste laws of the State of North Carolina, the rules and regulations of the County of Bertie and with any and all other federal, state and county laws and regulations applicable to the performance of this Agreement.
- 5.4 The Contractor will be responsible for site clean up and maintenance inside the manned collection sites.

- 5.5 The Contractor will be solely responsible for providing and maintaining all collection boxes, compaction equipment and basic recycling containers.

**Section 6: The Contractors' Services**

6.1 Operation: The manned convenience centers will provide containers for, and will dispose of, bulk waste items, recyclable materials, solid waste, white goods, yard waste, used motor oil, and used batteries. The Contractor will maintain the manned convenience centers open for performance for 60 hours per week for 52 weeks per year; Monday through Thursday will be 8 hours per day; Friday and Saturday will be 11 hours per day, and 6 hours on Sunday. The daily hours of operation will be mutually agreed by the County and the Contractor. The following holidays may be observed by the Contractor on which dates the manned convenience centers may, at the discretion of the Contractor, be closed: Thanksgiving Day, Christmas Day, New Years Day, Easter Monday, Independence Day, and Labor Day. In the event of emergency conditions declared by the county manager, the Contractor will keep the manned convenience center open for receipt of unusual amounts of county solid waste generated or created by such emergency conditions and will be properly compensated for the additional hours of operation. Convenience center staff will assist the county residents that require assistance upon request, but will not be required to lift large appliances or other heavy objects.

6.2 Locations: The current 5 convenient centers are as follows:

1. Hardentown - 1134 US Highway 17 North, Windsor, N.C., 27924
2. Rosemeade - 534 Nowell Farm Road (State Road 1314), Coletrain, N.C., 27924
3. Windsor - 307 US 13-17 South, Windsor, N.C., 27893
4. Lewiston - 330 NC Highway 11 North, Lewiston, N.C., 27849
5. Landfill Site - 1051 Landfill Road, Aulander, N.C., 27805

6.3 Transportation: Solid waste and recyclables will be transported to approved facilities.

**Section 7: Rates**

- 7.1 **Fee**: The fee due to the Contractor from the County for the Contractors' receipt and handling of the County's solid waste and recyclables at the manned convenience centers and the transportation of such waste to the sanitary landfill or transfer station or other designated disposal facility pursuant to the Agreement will be \$27,572.00 per month.
- 7.2 **Payment**: Payment for each calendar month of services hereunder will be made by the County on or before the 10<sup>th</sup> day of the current month.
- 7.3 The compensation payable to the Contractor hereunder will be adjusted on July 1, 2002, and on July 1 of each subsequent year, effective as of each such date, to reflect the Consumer Price Index (CPI) as published

in the American City & County magazine in April of each year. The automatic adjustment provided hereunder will be limited to a change of 6% in any year; in the event of a CPI increase in excess of 6%, the parties will negotiate in good faith to determine whether an adjustment in excess of 6% will be paid.

**Section 8: Operational Changes/Adjustments**

8.1 Changes in the level and type of service will be authorized by the county manager or his designee.

8.2 The Contractor and the County will negotiate adjustments in the rates and charges when:

- a. Adding or reducing the number(s) of sites.
- b. Changing locations.
- c. Increasing/decreasing level or hours of service.
- d. Contractors' cost of doing business has increased due to the following:
  1. Changes in governmental (federal, state, local) rules or regulations or events beyond the control of the Contractor such as minimum wage and processing /marketing recyclables.
  2. Natural disaster or other acts of nature such as flooding or hurricanes which increase the normal volume of solid waste to any site.
    1. The cost of fuel increasing more than 5% above the base cost of \$1.25 per gallon.
    2. Extra services performed outside the normal working hours of the Company or on a federal or state holiday.

**Section 9: Grant or Right**

The Contractor will be the only person(s) or organization(s) authorized by the County to provide convenient site solid waste and recycling service within Bertie County provided and paid for by the County.

**Section 10: Miscellaneous Provisions**

10.1 This Agreement will be binding upon the successors, assigns, agents, officials and employees of the parties which shall constitute the entire understanding of the parties. The Contractor may not assign, nor subcontract any portion of this Contract without written approval of the County, which consent will not be unreasonably withheld. The Contractor will comply with any and all applicable federal, state, and local standards, regulations, laws, statutes and ordinances regarding toxic hazardous and solid waste and any other pollutants, public and private nuisances; health or safety; and zoning, subdivision or other land use controls. The Contractor will take all necessary, proper or required safety, preventive and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, U.S. Environmental Protection Agency, North Carolina Department of Environmental

Management, and any other federal, state, or local agency having jurisdiction.

10.2 This Contract will be modified, amended or changed only in writing signed by each of the parties,

IN WITNESS WHEREOF, the signed parties have caused this Agreement to be duly executed by their authorized name and caused this Agreement to be duly executed effective July 1, 2001.

**WASTE INDUSTRIES, INC.**

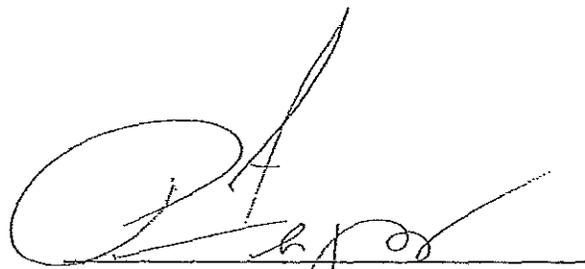
  
Thomas Winstead, Vice President

(Seal)

ATTEST:

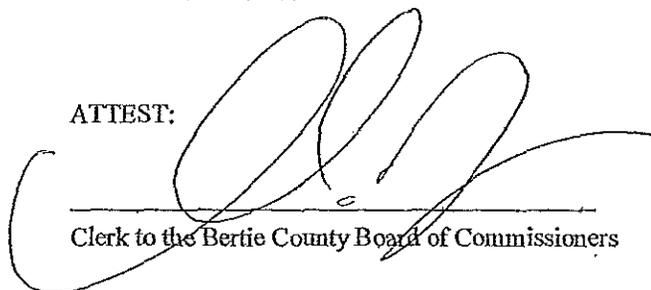
  
Bob Lohr, Assistant Controller

**COUNTY OF BERTIE**

  
Chairman of the Bertie County Board of  
Commissioners

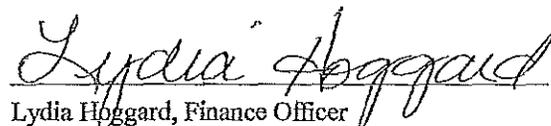
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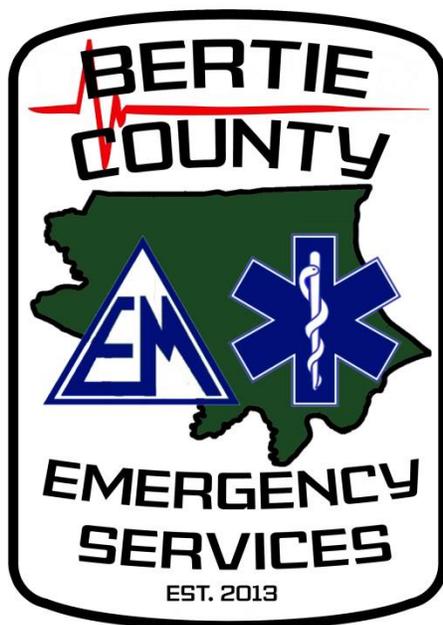
ATTEST:

  
Clerk to the Bertie County Board of Commissioners

This agreement has been preaudited in the manner required by the Local Government Board and Fiscal Control Act

By:

  
Lydia Hoggard, Finance Officer



**PERSONNEL HANDBOOK**

**&**

**STANDARD OPERATING**

**GUIDELINES 2014**

## **Personnel Handbook Authorization**

**This document contains rules, regulations, and guidelines as authorized by the Bertie County Board of County Commissioners, based on recommendation by the Bertie County Manager, pursuant to the authority of the County of Bertie Personnel Policy Manual, Article I; Section 7. While every attempt is made to avoid conflict between this Handbook, and the Bertie County Personnel Policy Manual, in the event a conflict between these two documents arises, the Bertie County Personnel Policy Manual will have authority and supersede this Handbook.**

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# **Section 1**

## **Organizational Information**

## **Welcome to our Organization**

On behalf of the Administrative team for Bertie County Emergency Services, the Bertie County Manager, the Bertie County Commissioners, and the rest of Bertie County's employees, we'd like to take this opportunity to welcome you to Bertie County Emergency Services! We are excited to have you as a part of our Department, and hope that you will enjoy your time with us.

While we are still a young Department, it is our goal to provide the highest level of care possible at all times to the citizens and visitors of Bertie County. Excellence in patient care, and conducting ourselves in a professional manner at all times are things that we hold each employee accountable for, whether an EMT or Department Head. There is no single thing we can control in the business of Emergency Services more than our attitude and clinical skill.

This Handbook was written with the goal of helping you succeed as a member of our team, and give you the tools to be productive. The rules, regulations, guidelines, and procedures found in this Handbook are intended to help guide your work performance, as well as provide a sense of protection for your rights as an employee within the Department.

This Handbook provides answers to many of the questions you may have about working here. This includes our responsibilities to you as a member of our Department, as well as your responsibilities to Bertie County Emergency Services as a staff member. If anything in this Handbook is unclear, please feel free to contact your Shift Captain or an appropriate member of the Administrative Team.

You are responsible for reading and understanding this Handbook, and your performance evaluations as well as when necessary, appropriate disciplinary action, may be a reflection of your adherence, or lack thereof, to the policies of Bertie County, including those outlined in this Handbook. You will be asked to sign an acknowledgement statement indicating your receipt of this Handbook. In addition to clarifying responsibilities, we hope this Handbook also gives you an indication of Bertie County Emergency Services' interest in your welfare.

While Bertie County Emergency Services follows the policies set forth in this Handbook, you should understand that this Handbook is not an expressed or implied "contract" or guarantee of continued employment. Administration has the right, except where prohibited by law, in its sole discretion, to change, modify, delete, or revise any policies, including this entire Handbook, at any time and for any reason with or without notice.

There are likely a number of factors that resulted in you choosing deciding to work for Bertie County Emergency Services. Whatever your individual reasons may be, we want you to understand that it is our goal as Administration, to assist you in meeting whatever personal and/or professional goals have brought you to work for Bertie County. We extend to you our sincerest appreciation for choosing Bertie County Emergency Services, and we wish you all the best during your time with us.

Once again, welcome to Bertie County Emergency Services!!

## **Introduction to this Handbook**

As a new staff member, you will be going through a period of adjustments at Bertie County Emergency Services. You may have questions about Bertie County Emergency Services, such as your day-to-day duties and what you can expect from us and what we can expect from you. This Handbook has been prepared as a guide to answer many questions. Each of the policies in this Handbook is important in providing the structure, rules, and guidance related to your employment with Bertie County Emergency Services. Please read it carefully and keep it handy to use as a reference tool.

If you cannot find an answer in the handbook, your Shift Captain will be your first source of information, but you are always free to contact Administration with specific questions as well regarding clarification of rules. Many of the policies included in this handbook reference other policies within our organization. Our entire Administrative team prides itself on an “open door policy,” and you are encouraged to approach any member of management with thoughts, problems, or other ideas for improving our organization. You should review and be familiar with all County and Department policies during your service here.

Bertie County Emergency Services may, from time-to-time, make deletions, changes, or additions to this handbook. When this occurs, you will receive updates as soon as possible.

## **Communication**

Open communication is essential to the overall success of the organization. We encourage open and positive communication between management and staff. In addition to periodic visits to the stations, we hold a staff meeting following each monthly continuing education session so that employees can hear, first-hand, information that is important to their work, as well as ask questions of Administration.

Experience has shown that concerns can very often be resolved by getting them out in the open as quickly as possible. You should communicate any problem situations or concerns you have directly to your Shift Captain. We encourage our Administrative team to be effective problem solvers. They should be able to answer most of your questions or resolve any issues or concerns that you raise in a prompt fashion, in most cases. If you are not satisfied with the resolution of your concern, or, if for some reason, you do not wish to discuss it with your Shift Captain directly, you may discuss the matter with any member of the Administrative team. If the problem is of a personal nature, feel free to voluntarily schedule an appointment with a member of management. We will make every effort to keep these discussions confidential if they involve sensitive issues.

## **Personnel File & Updating Personal Information**

It is important that Bertie County Emergency Services maintains complete and accurate personnel records for all employees. It is equally important to have certain information about all personnel on file. In order to keep these records up-to-date for operational, emergency and insurance purposes, it is essential that you notify the Department as soon as possible if there are any change to any of the following items:

- a. Legal name
- b. Home address
- c. Home and/or cellular, to include provider, telephone number.
- d. Person to contact in an emergency.
- e. Driving record of status of driver's license.
- f. Military status
- g. Certifications expiration dates

Since we refer to your personnel file when making decisions in connection with promotions, corrective counseling and other important events, it is to your benefit, and at times required of you, to be sure your personnel file includes all relevant information about you. Completion of educational or training courses and documentation of interest and skills that may not be part of your current position requirements may have an impact on future assignments or promotions. The personnel file will also retain work related information gathered about you during your employment, including both positive and negative occurrences.

Bertie County Emergency Services reserves the right to keep records related to investigation of possible criminal offenses, reference letters, documents prepared for criminal, civil, or grievance procedures, and materials used for other operations. This includes the results of criminal background checks, driving history, and medical examinations performed as part of employment. To the extent possible, these records will be kept confidential.

### **Non-Discrimination Commitment/Equal Employment Opportunity**

Bertie County Emergency Services follows a strict policy that we do not discriminate in providing services and care to the patients we serve, or in the terms and conditions of employment for our staff. We will not discriminate on the basis of race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class. It is at all times, the intent of Bertie County Emergency Services to comply with State, as well as all federal discrimination and employment laws.

All personnel are encouraged to report to any member of management any incident in which he or she feels that there has been discrimination on the basis of race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class, Please refer to the Bertie County Personnel Policy Manual for further

guidance on these matters.

### **Mission & Values Statement**

The mission of Bertie County Emergency Services is to provide the highest level of care and compassion to the citizens and visitors of Bertie County. This includes, but is not limited to the promotion, access, education, and provision of basic and advanced life- support treatment and transport in both a 911, and non-emergency transport setting, to definitive and/or specialized care facilities, with the utmost professionalism, with service based on equal availability to all persons.

**Bertie County Emergency Services adheres to the following values, abbreviated by the acronym, PACER:**

#### **Professionalism**

We treat everyone, regardless of condition, ability to pay, race, sex, ethnic origin, age, or any other difference, with the highest degree of professionalism. We do not pass judgment, belittle, or otherwise treat our patients with anything less than a positive, reassuring attitude.

#### **Accountability**

We are responsible for our actions, both positive and negative. As such, we expect every employee to take responsibility for their actions and practice honesty in all that they do and say.

#### **Compassion**

We treat persons with illness and injury in our community with care and compassion, utilizing principles and practices of patient care, and we strive for excellence through ongoing evaluation and improvement.

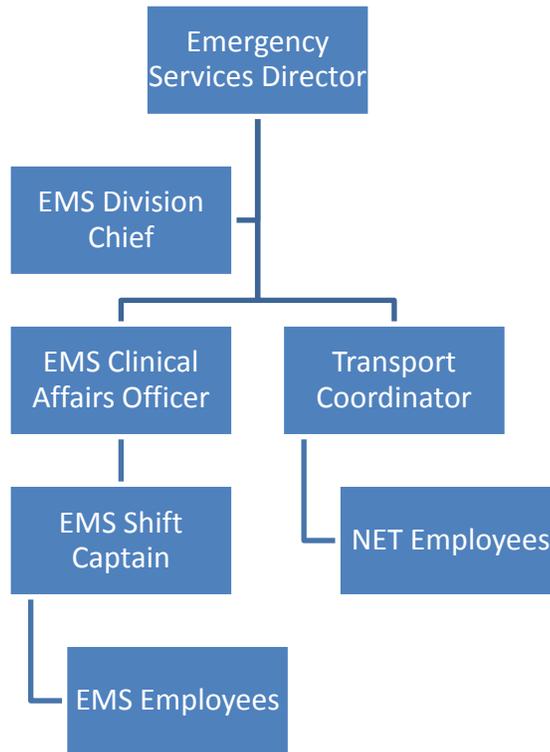
#### **Ethical**

We expect every employee to perform their duties in an ethical manner. This includes patient care, but also includes interactions with coworkers, management, other public safety members, and the public at large.

## Organizational Structure and Authority

All administrative and operational questions or complaints that may arise are to be handled through the chain of command. EMS officers may assume on scene command authority over EMS technicians at their discretion. It is the policy of Bertie County Emergency Services to adhere to the National Incident Management System (NIMS) and utilize proper Incident Command Procedures (ICS).

The Chain of Command is as follows:



## Compliance

Bertie County Emergency Services has a strong focus on compliance. We must comply with all applicable laws and regulations that govern the highly regulated EMS and medical transportation field. We strive to meet the expectations of the regulatory bodies and our patients and customers. While we expect and understand that mistakes will happen, we encourage you to self-report instances in which you feel compliance was not met on yours, or your partner's behalf. Honesty truly is the best policy, and while it can't always prevent consequences for mistakes, it is our goal to build successful clinicians here at Bertie County Emergency Services.

Bertie County Emergency Services may be required to report certain violations of law to appropriate oversight authorities. Be aware that inappropriate actions, not in compliance with the law, may subject you to discipline or corrective counseling.

Negligence in the performance of duties, whether actual or perceived, will not be tolerated and may be subject to disciplinary action, up to and including dismissal. If at any time you feel that we are not being fully compliant with the law of regulations, we encourage you to express your concerns to a member of the management team.

## **Professional Conduct Policy**

**Purpose:** To outline the conduct that is expected of Department members so as to project a positive and professional image.

**Policy:** As a member of a public safety agency, it is expected that its members are above reproach. How one conducts himself/herself both on and off duty may have a direct reflection on the service. Members are expected to conduct themselves appropriately at all times, and especially when representing the Department.

### **Procedure:**

#### **I. Professional Conduct**

Members are required to read, understand, and comply with all rules, regulations, policies and procedures of the Department and/or the County, and the written or verbal orders of a superior. It shall be considered to be neglect of duty to fail to inquire of a superior any questions as to the meaning or application of any law, rule, regulation, policy, or procedure, written or verbal order.

All Department members shall conform to the Bertie County Personnel Policy Manual, Emergency Services Personnel Handbook, as well as all applicable local, state, and Federal laws and regulations.

Members are required to obey and fully execute any lawful order, written or oral, given by a superior officer which shall include, but not be limited to, rules, regulations, policies, procedures of the Department and/or the County. The term “lawful order” shall be defined as any order in keeping with the performance of any duty prescribed by law or by the rules, regulations, policies, or procedures, or for the preservation of good order, efficiency, and proper discipline which is not in conflict with these rules, regulations, policies, or procedures.

Members shall refrain from public expressions or actions, including those made on social networking sites, concerning the Department and/or the County’s policies and procedures that are:

- defamatory
- obscene
- unlawful, or
- which tend to subvert the good order, efficiency or discipline of the Department and/or the County, or any member thereof, or that are prejudicial to the efficiency and discipline of the Department and/or the County.

The wearing of an improper uniform, failure to carry all necessary equipment including

PPE, or failure to maintain one's uniform and/or equipment in good order as outlined in the Department's Handbook is prohibited.

Members are required to maintain mental and physical conditioning necessary to performed prescribed duties.

Insubordination shall be prohibited and shall include, but not be necessarily limited to, any failure or deliberate refusal to obey a lawful order given by a superior; any disrespectful, mutinous, insolent, or action toward a superior, whether in or out of the presence of the superior, lying or giving misleading statements to a superior, or failure to answer a direct question asked by a superior.

Neglect of duty is prohibited. There shall be no failure to give appropriate attention to the performance of duty. Examples include but are not limited to failure to take appropriate action; absence without leave; failure to report for duty at the time and place designated; unauthorized absence during one's duty; failure to perform duties or comply with any rule, regulation, policy, or procedure; failure to conform to Department and/or County policies and/or procedures.

Members are required to work diligently and with an image of professionalism. Examples of unprofessional conduct may include, but are not limited to:

- late for duty
- taking excessively long meal or refreshment breaks
- failure to respond promptly to a call when dispatched
- failure to clear promptly from a call
- lack of courtesy to an individual either on the telephone or in person
- gambling, fighting and/or quarreling
- scuffling and/or horse playing
- lying or intentionally providing misleading statements

Stealing, altering, forging, or tampering with any kind of official record or report is prohibited. The removal of any record, report, letter, document, or any other official files from the Department, except as directed by a superior, is prohibited. Additionally, the obtaining/duplicating of any information from Department files, sources or reports other than that which one is properly entitled to in accordance with one's duties is prohibited.

The Department of Emergency Services has a zero tolerance policy for substance abuse of any kind. Employees found to be violation of the Departmental and/or County policies regarding substance abuse, will be subject to disciplinary action, up to and including dismissal. Examples of violations of these standards include, but are not limited to:

- Using, purchasing, selling, possessing, distribution or accepting illegal drugs, or drug-related paraphernalia while on or off the job.
- Consuming, purchasing, selling, possessing, distributing or accepting alcohol while on the job.
- Reporting for duty or being on the job while under the influence of illegal drugs

or alcohol.

- Reporting for duty or remaining on duty any time there is quantifiable presence of a prohibited drug in the body, including prescription drugs, above the minimum threshold defined in 49CFR Part 40, as amended.
- Reporting for duty or remaining on the job while having an alcohol concentration greater than 0.00, regardless of when the alcohol was consumed.
- Transporting illegal drugs, or drug-related paraphernalia in a Department and/or County insured fleet vehicle.

Members are required to immediately report all damage to vehicles and equipment and file any required reports, which shall contain all known facts surrounding the cause and nature of the damage. In the event that Department and/or County property bears evidence of damage, which has not been reported, it shall be prima facie evidence that the last person using the property or vehicle was responsible.

Members shall return all equipment owned/issued by the Department and/or County when they retire, resign, transfer, or otherwise leave the Department, and shall return any equipment when ordered to do so because of suspension or other absence from work.

Allowing unauthorized persons to ride in Department vehicles is prohibited. Unauthorized persons are those who are not engaged in official, authorized business. Official visitors or guests of the Department and/or the County may be conveyed in vehicles, but must not respond with the vehicle in the event of an emergency call without the proper approval of Emergency Services Administration.

Unauthorized use of station, Department, or county-insured vehicles, property or equipment is prohibited.

Destroying or defacing any official written notice relating to Department business is prohibited. The posting or circulation of any notices of non-official, derogatory character relating to any person, group, or public safety activity is prohibited.

Withholding information concerning criminal activities, which are job-related, is prohibited.

Members are required to answer questions, respond to lawful orders, render material and relevant statements in a Department investigation when such orders, questions and statements are directly related to job responsibilities. Nothing in this section is intended to violate a member's federal and/or state constitutional rights.

Members are required to report another members' or their own violation of a law, rule, regulation, policy, or procedure. All such violations shall be reported, in writing, to a member of management.

Members are required to notify either the EMS Division Chief or the Emergency Services Director of any criminal convictions, criminal detainment, driving conviction,

and/or loss of driver's license.

Giving a deposition, affidavit, or appearing as a witness in a criminal or civil matter stemming from official duties as a member of the Department, without prior knowledge of the Department is prohibited.

Members may be required to furnish information as is consistent with their duties. To this end, a member shall furnish their name, certification level, and station affiliation in a respectful manner when requested.

Members are required to make available for inspection by a superior, any and all assigned equipment and/or gear.

Maintaining a residence in any station when not on duty is prohibited.

Members shall immediately report to management any accident, sickness, or injury occurring to them while on duty. Management shall be responsible for ensuring that the member receives medical care if required, and shall also ensure that all necessary paperwork is completed and forward to Human Resources for processing.

Members who handle employee files, records, and reports, are responsible for keeping such information within the confines of his/her professional jurisdiction. Personnel matters and information are to be discussed only with the individual(s) it concerns and the person(s) to whom the report is being made.

Members shall wear their County ID badge at all times while providing patient care or acting in any capacity as a member of the Department.

No member shall use, or attempt to use, his/her official position, ID badge, or credentials for personal gain. Where special privileges are extended to all members of a private organization, the use of Department identification is not considered a violation of this order.

While on duty, while acting as an official of the Department, or while in Departmental uniform, members shall not take part in any political management or in political campaigns other than to cast their vote and privately express their opinion. Members shall not, directly or indirectly, solicit or receive, or be in any manner concerned in soliciting or receiving, any assessment, subscription or contribution for any political party or political purpose, or for a testimonial for any official.

Members shall not, orally or in writing, solicit, or in any manner concerned in soliciting any assessment, subscription or contribution for any political party or purpose from any County employee or volunteer.

Members shall not address public gatherings, appear on radio or television, prepare articles for publication, act as correspondents to a newspaper or a periodical, or release

or divulge investigative information or any other matters of the Department while holding themselves out as representing the Department and/or County in such matters, without prior authorization.

Soliciting, making speeches, distributing, posting, copying, or displaying of campaign literature for or against any candidate to public office shall not be permitted in or on Department property, or using Department equipment and supplies.

# **Section II**

## **General Guidelines**

## Alcohol and Substance Abuse & Testing

**Purpose:** To follow state and federal laws consistent with our commitment to the well-being of our personnel and patients we serve by maintaining a safe work environment.

**Policy:** Bertie County Emergency Services will not tolerate personnel under the influence of alcohol or illegal drugs or those who use alcohol or illegal drugs (or misuse legal drugs) while on duty, while operating Department vehicles, or while representing Bertie County Emergency Services.

### **Procedure:**

#### **I. Definition of Terms**

- a. **Legal Drug:** A prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purpose for which it was prescribed or manufactured.
- b. **Illegal Drug:** Any drug which cannot be legally obtained (e.g. marijuana, hallucinogens, etc.) or which, although legal:
  1. Has been illegally obtained or prescribed.
  2. Is not being used for its prescribed purposes.
  3. Is being used in larger doses than recommended.
- c. **Premises:** Used in its broadest sense, it includes all land (including leaseholds, easements, and other job sites), property, buildings and other structures, vehicles owned by, or leased to, Bertie County Emergency Services.
- d. **Reasonable Suspicion:** Aberrant or unusual behavior of personnel who exhibit any of the following:
  1. Symptoms that are commonly associated with intoxication or impairment caused by illegal drugs or alcohol.
  2. Behaving in a manner that is not reasonably explained as resulting from causes other than the use of controlled substances.

3. Observed using or in the possession of illegal drugs or alcohol. All such observations must be made by a supervisor or member of management, and must be documented in writing by the observer(s).

## **II. Prohibited Acts**

- a. The use or possession of alcohol or illegal drugs on the premises, or being under the influence of alcohol or illegal drugs while performing Bertie County Emergency Services duties or representing Bertie County Emergency Services, is prohibited at all times.
- b. Personnel should be aware that the use of some prescriptions or over-the-counter drugs might also affect their ability to properly perform their job duties. Therefore, you have the responsibility to report such use of legal drugs that may have side-effects to your supervisor when you are aware of potentially adverse effects on performance or in the safe operation of Department equipment.
- c. You may continue to work even though you may be taking a legal drug (such as over the counter cold medications), as long as such use does not pose a threat to your safety or the safety of other personnel or patients and you can safely perform the duties of your position.

Depending upon the severity of the situation, personnel who violate this Policy may be offered the opportunity for appropriate treatment and rehabilitation through any Employee Assistance Program (EAP), which may be available through health insurance coverage or an appropriate treatment source of the staff member's choice. Referral for assistance does not preclude corrective discipline for violation of rules or Policies. Personnel failing or refusing appropriate treatment or testing shall be subject to corrective discipline up to and including termination. Failure to successfully complete the program or intentional violations of the program will result in termination of employment.

## **III. Drug Testing**

- a. This Policy, regulating the use, possession, and testing for presence of alcohol and drugs shall be administered fairly and consistently to all personnel.
- b. Pre-employment screening shall be performed (pending vendor approval).

Additionally:

1. All applicants will be requested to sign an authorization and release agreeing to submit to a drug screen. Applicants who refuse to sign the authorization or to submit to the drug screen will not be

considered for employment.

2. An applicant who fails the drug screening test will be advised to consult with a physician or a counseling center. A new application may be submitted for employment ninety (90) days from the date of the last conditional offer of employment if the applicant provides medical evidence that a physician has found no sign of alcohol or drug abuse or that the applicant had undergone prescribed treatment.

c. Routine testing of personnel may occur.

1. Personnel may be required to submit to drug testing under the following circumstances:
  - A. Where state or federal regulations require such testing.
  - B. Where Bertie County Emergency Services has reasonable suspicion of on-the-job impairment or intoxication in accordance with this Policy.
  - C. Where a staff member has been referred to treatment for alcohol and/or drug abuse, in which event the personnel shall be subject to random testing for one (1) year after he or she has returned to work. Personnel will also be required to furnish Bertie County Emergency Services with a copy of the treatment facility's prescribed after care program and proper verification of the staff member's compliance with the aftercare program or revisions thereto.
  - D. Anytime following a motor vehicle accident, however minor, in which the employee was the operator of the vehicle. The employee will be placed on administrative leave, with pay, pending the outcome of the testing.

2. Personnel required to submit to drug testing shall be informed of the reason for such testing. In the case of "reasonable suspicion" testing, personnel shall be given a copy of the written order from the management team member involved, including documentation of the specific objective facts constituting "reasonable suspicion" in accordance with this policy. The

staff member will be requested to sign an acknowledgment that testing has been requested and that he or she consents to such testing.

3. Personnel who refuse to sign a requested testing agreement or who refuse to submit to testing after signing the agreement shall be immediately suspended, and an investigation shall occur to determine whether the refusal was reasonable. If the refusal is found to be unreasonable, it will be treated as an intentional violation of this Policy, and may lead to discipline, up to and including termination.
  4. Testing procedures shall conform to accepted practices, and Bertie County Emergency Services may utilize an outside or contracted person or organization for this purpose.
- d. Test results shall be communicated to Bertie County Emergency Services Administration as soon as possible upon receipt of the results from the testing facility. Further:
1. Copies of all documents including test results, computer printouts, graphs, interpretations and chain of custody forms may be given, at the discretion of management, to personnel upon request.
  2. Any staff member who, as a result of testing is found to have alcohol or illegal drugs in his or her system will be considered in violation of this policy.
  3. All records and information obtained by Bertie County Emergency Services regarding drug testing, requests for testing, the test results, and treatment of personnel for chemical dependency will be confidentially maintained by Bertie County Emergency Services as fully as possible, and will be used in accordance with the law. Test results may need to be shared with designated management personnel, or others on a “need to know” basis.

## **Background Checks**

**Purpose:** To follow state and federal laws, and to ensure the highest degree of safety for our personnel and patients by adequately screening the background of our personnel.

**Policy:** Bertie County Emergency Services shall perform all necessary background checks, including criminal history, child or elder abuse history, driving record, and other required background checks prior to any service performed by a potential employee. Each employee must satisfactorily complete the background check process prior to performing any services.

### **Procedure:**

#### **I. Criminal History Record Background Checks**

- a. Each applicant must provide necessary information required for the necessary regional state or federal criminal background check form.
- b. Bertie County Emergency Services will perform the background check, following signed acknowledge from the applicant, releasing permission for the County to run the background check. The applicant will ordinarily not be permitted to perform services until the results of the background check are received.
  1. If a criminal history record check indicates that a potential employee has been convicted (including a plea of “no contest”) of any crime that is relevant when considering employment he or she may not be eligible for employment. Additionally, any employee who is later convicted of a crime may be subject to immediate termination of employment. (Convictions for offenses will not necessarily preclude employment, but will be considered in making employment decisions based on the relevance of the conviction to the work performed).
  2. If the criminal background check returns with no record of conviction, the applicant may be permitted to perform services and may be hired.
  3. If the criminal background check returns with a record of a conviction that is relevant to preclude employment, the applicant will receive notice that he or she is precluded from employment because of the results of the criminal background check.
- c. Any applicant who does not cooperate with the criminal history records check process will not be considered for employment.

- d. In addition to cooperating with the background check, each applicant is expected to disclose, as part of their application, a list of all criminal convictions. Convictions will be considered based on factors that relate to suitability for employment in the position applied for, including the type and severity of the crime, and when the conviction occurred.
- e. Bertie County Emergency Services may periodically request that additional criminal background checks occur throughout employment. Full cooperation with such periodic checks is expected, and failure to cooperate will result in discipline.
- f. All personnel have an ongoing obligation to disclose to Bertie County Emergency Services any convictions during their employment. Personnel who fail to make such a disclosure will be subject to appropriate discipline.

**b) Driving Record Background Check for All Personnel Whose Participation Involves the Operation of a Motor Vehicle**

- a. Individuals with a poor driving record may not be permitted to operate Department vehicles, and will not be considered for employment. Each applicant is required to submit necessary information to Bertie County Emergency Services to enable the County to obtain a copy of the driving record. Any applicant who does not cooperate with the driver record check process will not be considered for employment.
- b. At all times during employment, personnel must meet the following criteria while operating Department vehicles:
  - 1. They must have a valid North Carolina driver's license.
  - 2. They must observe all traffic laws.
  - 3. They must not be addicted to, or under the influence of, alcohol or drugs.
  - 4. They must be free from physical or mental impairments that may adversely affect the person's ability to drive and pose a danger to self or others, if those impairments cannot be reasonably accommodated.
  - 5. If operating Department emergency vehicles, they must have successfully completed an Emergency Vehicle Operator's Course ("EVOC") of instruction.
- c. Any changes in a personnel driving record (such as conviction for speeding, or any conviction for a moving traffic violation) must be reported to a supervisor immediately. Failure to do so may result in disciplinary action, up to and including termination.

## Cellular Phone Use

**Purpose:** To prevent distractions in the workplace and help ensure the safety of all personnel and the patients we serve.

**Policy:** Personal cell phones should not be used during any patient encounter, unless approved by Bertie County Emergency Services Administration

### **Procedure:**

#### **I. Personal Cellular Telephones**

- a. Personal cellular telephones are permitted to be carried to all outlying stations, as well as on an employee's person.
- b. At no time is a personal cell phone to be used to answer or make a telephone call, send/receive texts or emails, interact on social networking sites, etc. from the time in which a unit is dispatched to a call, until the time that the call is completed and the truck is ready to return to its next call.

#### **II. Department-Issued Cellular Phones**

**Cellular phones are issued by the Department to conduct business related to provision of emergency medical services in the most effective and efficient manner. Due to the nature of our business Departmental personnel who are assigned cellular phones are directed to carry and have them active at all times, with the phone in an audio on position. These phones serve as an emergency contact and communication device for immediate contact with personnel on and off duty.**

- a. Department-issued cellular phones or PDAs shall be used for including, but not limited to, making contact with dispatch, administration, other units, or a receiving hospital. Personal phone calls are not permitted via Department-issued cell phones, except in emergency circumstances as approved by Administration. Personal calls that cause the monthly cellular charge to exceed the customary fee will be the responsibility of the individual making the call(s) to reimburse the County for the overage charges. The Department will review the cellular phone statements monthly to assure compliance, and will notify and collect from individuals any reimbursements necessary.
- b. Personnel should not use a cellular telephone or PDA while driving. If cellular communication is necessary, the passenger should handle the telephone. If there is no other personnel available (i.e. QRV), phone use should be limited to essential communication only, and use of a hands-free device (i.e. Bluetooth) should be used whenever possible to limit distractions.

## Computer, Internet & E-Mail Use

**Purpose:** To maintain a respectable and ethical work environment as well as ensure the proper use of all electronic equipment.

**Policy:** Bertie County Emergency Services permits the proper use of computers, Internet and electronic mail in accordance with these guidelines to ensure appropriate communications and to protect the integrity and security of our information system.

### **Procedure:**

#### **I. Background**

- a. Bertie County Emergency Services provides all employees access to the World Wide Web and encourages the use of this powerful tool for work-related research and fast retrieval of up-to-date information on a wide variety of subjects relevant to our Department's mission.
- b. The Internet is a vast, chaotic, unregulated, unorganized, confusing, and potentially dangerous place. To ensure that Internet access is used to enhance Departmental objectives and to provide a measure of control and structure as to its use, Bertie County Emergency applies the following guidelines to Internet access.

#### **II. Permitted Uses of the Internet**

- a. Internet access is a resource involving the use of Bertie County Emergency Services assets. In order to maintain network access and reduce equipment damage to the system, employees are not permitted to use County-issued computers and equipment to routinely access the internet. Each station maintains a wireless internet modem, which allows for connection of personal computers, phones, tablets, etc. to the network, without risk to the County system; however prohibited uses of the internet apply even to personal computer use while on duty.

#### **III. Prohibited Uses of the Internet**

- a. The following uses of the Internet are prohibited:
  1. Viewing and accessing sexually explicit or offensive materials, or which may be offensive, hostile or harassing with respect to anyone's race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
  2. Use of the Internet for unlawful purposes such as:
    - A. Downloading or copying information (e.g., sounds, images, documents, etc.) or programs in violation of copyright and

- software licensing laws.
- B. Using the Internet for unauthorized access to other computer systems.
  - C. Using the Internet to distribute or receive destructive programs (i.e., viruses and/or self-replicating code), etc.
3. Use of the Internet for personal commercial or profit-generating activities or for personal advertisements, solicitations, promotions, political material, or any other similar purposes.
  4. The downloading of programs and other executable files (without prior permission from the management), since typical work related Internet research and use should not require the download of any additional programs. Downloading programs without authorization is prohibited.
  5. Other specific violations include, but are not limited to:
    - Sending or posting discriminatory, harassing, or threatening messages or images.
    - Accessing any web sites that are pornographic in nature, including any “adult sites.”
    - Using the organization’s time and resources for personal use or pleasure without prior authorization.
    - Stealing, using, or disclosing someone else’s code or password without authorization.
    - Copying, pirating, or downloading software and electronic files without permission.
    - Sending or posting confidential material, including information about internal Bertie County Emergency Services matters.
    - Violating copyright law.
    - Failing to observe licensing agreements.
    - Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions.
    - Sending or posting messages or material that could damage Bertie County Emergency Service’s image or reputation.
    - Participating in the viewing or exchange of pornography or obscene materials.
    - Sending or posting messages that defame or slander other individuals.
    - Attempting to break into the computer system of another organization or person.
    - Refusing to cooperate with a security investigation.
    - Sending or posting chain letters, solicitations, or advertisements not related to Bertie County Emergency Services purposes or activities.

- Jeopardizing the security of the Bertie County Emergency Service's electronic communications system.
- Sending or posting messages that disparage another organization's products or services, including other EMS Providers.
- Passing off personal views as representing those of the organization.
- Sending anonymous e-mail messages.
- Engaging in any other illegal activities or assisting others to engage in such activity via the computer equipment, electronic mail or the Internet.
- Sending offensive or sexually explicit messages, or viewing websites with sexually explicit, pornographic, or offensive materials.

#### **IV. E-Mail Use**

- a. E-mail is not a private communication system that may be used freely and is subject to monitoring by Administration to ensure compliance to applicipal polices and guidelines. Personnel shall not use e-mail to send personal information or discuss private matters about anyone, including themselves.
  1. Except as may be specifically permitted under our organization's privacy policies, patient information should not be discussed over e-mail.
  2. Any defamatory, insulting, derogatory or sexually offensive remark about any person or group of persons utilizing electronic or other communication is prohibited.
  3. Any member or employee who violates this requirement may be subject to disciplinary action.
  4. Improper use of e-mail may also expose personnel to criminal charges separate and apart from disciplinary action.
- b. E-Mail use is reserved primarily for business purposes.

#### **V. Access and Security**

- a. Under no circumstances should personnel be logged in under someone else's user name or use any computer on which they have not logged in under their own name.

1. When a member or an employee uses a machine not assigned to him or her, he or she should, out of courtesy, ask the permission of the employee who is assigned to that particular machine.
  2. For security purposes, personnel should log out of the computer system when they will be away from their desk for a prolonged period of time or use an automatic screensaver password to prohibit others from utilizing an unauthorized machine.
- b. Accessing Internet sites may identify to third parties both the user's name and the Bertie County Emergency Services' name. Appropriate caution must be exercised in accessing sites.
1. Disclosing privileged and/or confidential information and offering opinions or advice over the Internet must not occur.
  2. Many Websites have software, which can identify the user accessing the site. When accessing sites, be aware that such access may be tagged or identified with an identifying name and the Bertie County Emergency Services name.
  3. The intentional access and use of Internet sites in a manner that could compromise Bertie County Emergency Services in any manner is prohibited.
- c. Bertie County Emergency Services has the ability to monitor Internet access (all messages sent, sites accessed, and information downloaded). All such information is the property of Bertie County Emergency Services. Bertie County Emergency Services reserves the right to review and disclose such records or information with or without prior notice. Computer hard drives will contain a history of sites recently visited and information (such as text and graphics) from those sites.

## **Social Media/Networking Policy**

**Purpose:** The purpose of this policy is to outline expectations of members of the Department of Emergency Services with respect to their use of social media and social networking, and to make employees aware of the direct and indirect effects such use may have upon the public perception, reputation, confidence, and effective functioning of Bertie County Emergency Services, and Bertie County.

**Policy:** This policy is designed to preserve the employee's right to engage in social networking and sharing of information through various on-line media forums, while maintaining compliance with Bertie County Emergency Services' policies, standards of conduct and patient privacy rules. The purpose of these guidelines is to help employees understand how Bertie County Emergency Services' policies apply to these newer technologies for communication, so they can participate with confidence in blogs and other social media platforms.

### **Procedures:**

#### **I. Definition:**

- A. **Social media** means the online sites and tools that people use to share content, profiles, opinions, insights, experiences, perspectives, and media itself, thus facilitating conversations and interaction between groups of people. Examples of these tools include, but are not limited to, blogs, message boards, podcasts, micro blogs, livestreams, bookmarks, networks, communities, wikis, and vlogs. Commonly known social media sites include, but are not limited to, Facebook, MySpace, LinkedIn, Google Circles, Twitter, and many others.
- B. **Authorized "down time"** for the purposes of this policy means that time during the work day when a member of the Department is not assigned to a request for service, any administrative duty, when the vehicle is at a station or authorized post, and when all required station, vehicle, education, and response-related duties have been completed.
- C. **Detrimental to the Department** means any activity that impairs working relationships within the Department for which loyalty and confidentiality are important; which impede the performance of duties; which impairs discipline and harmony amongst co-workers; which negatively impacts the relationship between the Department and other emergency response, public safety, or health care organizations or personnel; or which may negatively impact the public perception of or confidence in the Department.
- D. **Member** means any employee, regardless of job status or classification, uniformed or non-uniformed; volunteers, contractors; and those otherwise formally associated with the Department.

## II. Guidelines

- A. Department members shall not use any form of social media, as defined in this policy, in any way that may tarnish the Department's reputation, cause conflict within the EMS system (including 911/emergency dispatch, partner response agencies, other health care providers and organizations that interact with pre-hospital care providers), or otherwise harm the public perception, reputation, confidence, and effective functioning of the Department of Emergency Medical Services, and the Bertie County EMS System.
- B. While the Department encourages its employees to enjoy and make productive use of their personal time, certain activities on the part of employees may become a concern if they have the effect of impairing the work of any employee, harassing, demeaning, or creating a hostile working environment for any employee, disrupting the smooth and orderly flow of work within the organization, harming the goodwill and reputation of the County among its citizens, or eroding public confidence in the Emergency Services Department or EMS System.
- C. In the area of social media (print, broadcast, digital, blogs, personal websites, and online services such as Facebook, LinkedIn, MySpace, Plaxo, Twitter, news media comment boards, and others), employees may use such media in any way they choose, as long as such use does not produce the adverse consequences noted above for the County and/or the Department. For this reason, the Department reminds its employees that the following guidelines apply both while on duty, as well as in their use of social media on their own personal time and personal computer resources.
- D. If an employee publishes any personal information about themselves, another employee, the Department, the County, another EMS System member or agency, a citizen, or a customer in any public medium (print, broadcast, digital, or online) that:
  1. Has the potential or effect of involving the employee, their coworkers, or the County in any kind of dispute or conflict with other employees or third parties;
  2. Interferes with the work of any employee;
  3. Creates a harassing, demeaning, or hostile working environment for any employee;
  4. Disrupts the smooth and orderly flow of work, or the delivery of services to the County's citizens, harms the goodwill and reputation of the County among its citizens or the community at large,
  5. Erodes the public's confidence in the County or the Department, or tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the originator or subject of the information;
  6. Is perceived as defamatory, obscene, or unlawful ; disrespectful, mutinous, or insolent towards a superior.
  7. Sharing Protected Health Information (PHI). PHI includes, but is not limited to the patient's name, address, age, race, extent or nature of illness or injury, hospital destination, and crew member names.

- 8. Posting photos, videos, or images of any kind which could potentially identify patients, addresses, vehicle license plate numbers, or any other PHI.
  - 9. Sharing confidential or proprietary information about Bertie County Emergency Services.
  - 10. Endorsement of commercial products, services, or entities.
- E. Employees should be aware that others, including peers and other employees, may be actively reading what is published online. In choosing words and content, it's a good practice for employees to consider that their superiors and family members may read everything they post, and therefore, employees should exercise judgment before posting. Using a Weblog to bash or embarrass Bertie County Emergency Services, our stakeholders, co-responders, or co-workers or supervisors is inconsistent with Bertie County Emergency Services' Mission.
  - F. Bertie County Emergency Services, as well as Bertie County Human Resources, reserves the right to monitor employees' off-duty activity with regard to social networking or blogging and apply appropriate disciplinary action should it be determined that an employee's conduct is inconsistent with our policies.
  - G. Any employee(s) responsible for violating this policy will be subject to disciplinary action, up to and including termination of employment, depending on the severity and nature of the offense.
  - H. Speech of any form may constitute the basis for discipline if deemed detrimental to the Department and/or the County.

### **III. Posting Online Comments on Third-Party Sites (response to news articles, posts on other people's sites, or blogs)**

- A. Employees should consult with Bertie County Emergency Services' Administration prior to engaging in communication related to Bertie County Emergency Services' issues or activities through blogs or comment sections of materials posted on the Internet.
- B. If employees communicate in the public Internet about Bertie County Emergency Services or Bertie County Emergency Services-related matters, they should disclose their connection with Bertie County Emergency Services and their role within the Department. Employees should use good judgment and strive for accuracy in their communications; errors and omissions reflect poorly on the Department and may result in liability for the employee, the Department and/or Bertie County.
- C. Employees should be respectful and professional to fellow employees, community partners, co-responder, and patients and avoid using unprofessional online personas.

#### **IV. Personal Blogs or Other Social Networking Content**

- A. Employees should ensure that their blogging and social networking activity does not interfere with work commitments.
- B. Where a connection to Bertie County Emergency Services is apparent, employees should make it clear that they are speaking for themselves and not on behalf of Bertie County Emergency Services. In these circumstances, the following disclaimer is recommended: "The views expressed on this [blog; website] are my own and do not reflect the views of my employer." Furthermore, employees should consider adding this language in an "About me" section of their blog or social networking profile. This disclaimer does not by itself exempt employees from a responsibility or liability when blogging; employees should remember that their online behavior should still reflect and be consistent with Bertie County Emergency Services' established standards of conduct.
- C. Employees should always ask Administration if they have any questions about what is appropriate to include in their personal blog or social networking profile. Again, employees should remember that if they wouldn't want their superiors or others at Bertie County Emergency Services to see their comments, it is probably unwise to post them.

#### **V. Bertie County Emergency Services Sponsored Sites or Content**

As Bertie County Emergency Services engages in official conversations on the internet, the following code of ethics applies, both in Bertie County Emergency Services sponsored sites and in official comments on other sites.

- A. Bertie County Emergency Services blog posts and comments will be accurate and factual.
- B. Bertie County Emergency Services will acknowledge and correct mistakes promptly.
- C. When corrections are made, Bertie County Emergency Services will preserve the original post, showing by strikethrough what corrections have been made, to maintain integrity.
- D. Bertie County Emergency Services will delete spam and/or comments that are off-topic.
- E. Bertie County Emergency Services will reply to emails and comments when appropriate.
- F. Bertie County Emergency Services will link directly to online references and original source materials.
- G. Bertie County Emergency Services may choose to utilize various social networking tools to communicate and engage the public and workforce. Those tools (Facebook, YouTube videos, Twitter, etc.) shall be used in support of Bertie County Emergency Services' business objectives and must be approved and coordinated through Administration. Members may be asked to

participate in development and/or maintenance of such tools, in coordination with Administration.

- H. Use of external web sites for work-related purposes (photo sharing or video posting) must be first approved by Administration.

## **Conflict Resolution & Problem Solving**

**Purpose:** To provide for an effective working relationship between staff members and to have a mechanism in place to resolve problems as they occur.

**Policy:** Bertie County Emergency Services will handle and resolve misunderstandings, conflicts, and complaints that may arise in a systematic and non-discriminatory manner to ensure appropriate resolution.

### **Procedure:**

#### **I. Conflict Resolution.**

- a. When a complaint or conflict is apparent, personnel should first discuss the situation with a member of management, preferably immediately following the event or incident.
- b. Complaints received by any personnel coming from non-personnel (e.g. patients, family members, vendors, and business partners, regarding incidents of quality care and poor relations) shall be forwarded to Administration as soon as possible.
- c. The nature of the problem or complaint will be documented by the supervisor.
- d. The supervisor will conduct an investigation of the problem.
- e. In cases where the problem relates to compliance, HIPAA, or raises a question of federal or state law, appropriate management persons shall be notified.

#### **II. Scope.**

- a. Personnel are encouraged to present good faith concerns of any nature to their Shift Captain or Administration. Such concerns may pertain to any work-related subject, including the following:
  1. Scheduling conflicts.
  2. Alleged harassment.
  3. Perceived Policy violations.
  4. Perceived HIPAA or other compliance issues.
  5. Benefit or pay issues.
  6. Personal conflicts among co-workers (e.g. incompatibility, or inability to work together).

7. Disciplinary actions.
8. Any perceived violation of the law, or any perceived unethical conduct.

### **III. Investigation Procedure.**

- a. Management engaged in an investigation of any complaint will gather all appropriate information, and interview all persons involved, or believed to be involved.
- b. Personnel interviewed by management regarding a concern, complaint, suggestion, or conflict are expected to fully cooperate and offer information in a truthful manner.
- c. All attempts will be made to resolve problems in a quick and fair manner. Presenting conflicts, complaints, and suggestions is a useful mechanism to improve working conditions.
- d. Personnel offering complaints, conflicts and problems in good faith will not face retribution or retaliation.

## **Firearms, Weapons & Explosives**

**Purpose:** To maintain a safe working environment by prohibiting dangerous weapons and devices in the workplace.

**Policy:** Personnel are prohibited from carrying firearms, weapons, explosives or other dangerous devices while on duty, or bringing such items to the workplace.

### **Procedure:**

#### **I. Definitions.**

- a. For purposes of this Policy, “weapons” include both offensive and defensive weapons, including but not limited to, pepper spray/mace, firearms and explosives including fireworks, TASER/stun gun, black jack, or any night stick or billy club.

#### **II. Standards.**

- a. This Policy does not apply to law enforcement officers who are serving in an authorized law enforcement capacity.
- b. This Policy does not apply to legitimate Bertie County Emergency Services equipment and supplies that may have dangerous potential (e.g. rescue knives, needles), or may have explosive tendencies (e.g. compressed gasses).
- c. All weapons are prohibited from being on Bertie County Emergency Services property, including lockers, personal backpacks or other carrying cases while on Department property, and in Department vehicles. This also includes that no employee is to possess a firearm, weapon, or explosive in their personal vehicle while on Department property, or property granted for use by the Department by another municipality, agency, or department.
- d. If you have any question or concern about what may constitute a prohibited weapon under this Policy, you should immediately consult your supervisor.

## **General Compliance Policy**

**Purpose:** To remain in compliance with all federal, state, and local rules, laws, and ordinances that relate to the provision of ambulance services.

**Policy:** Bertie County Emergency Services expects all personnel to conduct themselves at all times in a manner that is compliant with all laws related to reimbursement, confidentiality, and other areas.

### **Procedure:**

#### **I. General Standards of Care.**

- a. Conduct that is dangerous to others, dishonest, immoral, illegal or abusive will not be tolerated. Violation of these standards of conduct will be grounds for disciplinary action, up to and including termination.
- b. Notwithstanding the “Progressive Discipline” Policy, Bertie County Emergency Services reserves the right to dismiss any employee or member without warning, progressive discipline, or notice, if we determine that continued employment is not in the best interests of Bertie County Emergency Services, other employees, or the people we serve. In other words, at all times, employment and membership is “at will.”
- c. Bertie County Emergency Services reserves the right to suspend an employee (with or without pay) as it deems appropriate, as part of its investigation of a staff member’s conduct. Bertie County Emergency Services reserves the right to take any action, which differs from the progressive disciplinary steps, outlined in this Handbook, including suspension and termination from employment as a first step.

#### **II. Legal Compliance.**

- a. Bertie County Emergency Services expects its personnel to refrain from conduct that may violate the federal fraud and abuse laws (i.e. Anti-Kickback Statute; False Claims Act). These laws prohibit:
  1. Direct, indirect, or disguised payments in exchange for the referral of patients.
  2. The submission of false, fraudulent, or misleading claims to any government entity or third party payer, including claims for services not rendered, claims which characterize the service differently than the service actually rendered, or claims which do not otherwise comply with

applicable program or contractual requirements.

3. Making false representations to any person or entity in order to gain or retain participation in a program or to obtain payment for any service.
  4. Submitting false claims to the government by seeking payment by:
    - A. Up-coding (increasing the level of service actually rendered).
    - B. Fabricating transports (billing for transports that did not occur).
    - C. Falsifying claim information (adding false information to demonstrate medical necessity when the original documentation fails to support medical necessity).
- b. All personnel must comply with applicable antitrust and similar laws that regulate competition. Examples of conduct prohibited by these laws include:
1. Agreements to fix prices, bid rigging, collusion (including price sharing) with competitors.
  2. Boycotts or certain exclusive dealing and price discrimination agreements.
  3. Unfair trade practices including bribery, misappropriation of trade secrets, deception, intimidation, and similar unfair practices. Personnel are expected to seek advice from Bertie County Attorney when confronted with business decisions involving a risk of violation of the antitrust laws.
- c. All personnel shall treat all other personnel, patients, family members, vendors, and business partners fairly and equitably. In accordance with the non-discrimination commitment, Bertie County Emergency Services will treat patients without regard to the race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
- d. All personnel shall be recruited, hired, trained, promoted, assigned, transferred, laid off, recalled and terminated based on ability, achievement, experience and conduct without regard to race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
- e. Personnel shall act in accordance with the “Sexual and Other Harassment” Policy, and any form of harassment or discrimination on the basis of race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class will not be tolerated. Each allegation of harassment or discrimination will be promptly investigated in accordance with applicable Policies.

## **VI. Personal Conduct.**

- a. All personnel shall conduct themselves professionally at all times, with respect for fellow personnel and the public.
  1. Inappropriate conduct, including intimate, sexual, affectionate, or other behavior between individual employees, or outside persons (as defined in the “Sexual and other Harassment” Policy) while on Bertie County Emergency Services premises or while engaged in Bertie County Emergency Services activities is prohibited.
  2. Such inappropriate conduct seriously undermines our ability to function and to maintain a cordial and professional atmosphere.
  3. If the personal conduct or relationships between personnel causes others to feel uncomfortable or make it difficult for them to function, then the conduct creates a particularly difficult situation for morale, discipline, and the ability to work together as a team. This type of behavior cannot be tolerated.
- b. All policies within this Handbook that relate to personnel conduct shall be followed, including standards contained within this Policy.
- c. The following conduct shall not be tolerated. This list is not all inclusive and simply provides examples of prohibited conduct, each of which may be grounds for discipline:
  1. Calling someone a derogatory name.
  2. Excessive use of profanity.
  3. Display of sexually explicit literature, photographs, movies, videotapes or computer images.
  4. Use of pornographic material (such as magazines) or use of pornographic devices or paraphernalia on Bertie County Emergency Services premises or its vehicles.
  5. Internet access and viewing of sexually explicit web sites.
  6. Sending sexually explicit or offensive e-mail messages, notes or letters.
  7. Watching sexually explicit or offensive television programs or videotapes while on Bertie County Emergency Services premises.
  8. Unwelcome physical contact with another person, or purposely detaining or restricting another person’s movement.

9. Exhibiting inappropriate outward personal affection of a sexual nature toward another employee, or outside person.
10. Telling jokes or stories that are based on race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
11. Posting sexually explicit or otherwise offensive material on bulletin boards or walls.
12. Violation of the non-discrimination commitment and the “Sexual and Other Harassment” Policy.
13. Wearing inappropriate clothing that is sexually provocative or distracting to others so as to interfere with their ability to function.
14. Tampering with another person’s time record, work papers, or personal belongings and/or in any way falsifying personnel records (including time cards, job application or other work records).
15. Falsifying patient records.
16. Removing or discarding records, material, or other property from the premises without permission.
17. Any other type of theft or inappropriate removal or possession of property.
18. Having intimate personal relations with other employees or any outside person while on Bertie County Emergency Services premises, in its vehicles, or while engaged in its activities.
19. Fighting with or threatening others.
20. Defacing another person’s personal effects.
21. Gambling on Bertie County Emergency Services property, in its vehicles or at its functions.
22. Possession of weapons on Bertie County Emergency Services property or in its vehicles (except for approved work knives, or other exception as outlined in the “Firearms, Weapons and Explosives” Policy).
23. Abuse, unprofessional behavior, insubordination, or disrespect to patients, family members, or other employees, or supervisors.

24. Accepting tips or gratuities from patients, family members of patients, or gifts of significant value.
25. Solicitation or distribution in violation of the no solicitation and distribution rules.
26. Unauthorized or careless use or, malicious destruction or damage of property, tools or vehicles.
27. Unlawful or unauthorized release of confidential patient or proprietary information.
28. Unlawful or unauthorized manufacture, distribution, dispensation, possession, sale, transfer or use, of any controlled substance or alcohol on Bertie County Emergency Services property or while performing Bertie County Emergency Services duties.
29. Reporting to work or working under the influence of alcohol, illegal drugs or a legal drug that adversely affects safety or job performance.
30. Poor or unsatisfactory work performance or conduct.
31. Disorderly conduct or boisterous or disruptive activity such as but not limited to horseplay in the workplace.
32. Violation of established safety rules (including smoking rules).
33. Unreported or excessive absenteeism or tardiness.
34. Gossip about fellow employees or management.
35. Failure to report a workplace accident or damage to Bertie County Emergency Services property.
36. Refusal to accept a job assignment.
37. Creating unsafe or unsanitary conditions.
38. Use of computer equipment for personal use without permission.
39. Any other unauthorized use of telephones, mail system, or other Bertie County Emergency Services-owned equipment.
40. Violation of personnel policies.

- d. Personnel should exercise care to ensure that intellectual property rights, including patents, trademarks, copyrights, and software are carefully maintained and managed to preserve and protect its value.
  
- e. Salary, benefits, and other personal information relating to personnel shall be treated as confidential. Personnel Files, payroll information, disciplinary matters, and similar information shall be maintained in a manner designed to ensure confidentiality in accordance with applicable laws. Personnel will exercise due care to prevent the release or sharing of information beyond those persons who may need such information to fulfill their job/position.

**VII. Monitoring Compliance.**

- a. Bertie County Emergency Services shall monitor itself and all of its personnel to ensure compliance with the applicable state and federal statutes and regulations, including filing reports of improper conduct, where applicable.

## **Illness in the Workplace**

**Purpose:** To comply with state and federal laws regarding absences and ability to work involving illness of a staff member.

**Policy:** Bertie County Emergency Services will permit personnel with certain illness and/or disease to continue to work, so long as their condition does not affect patient care and they can continue to perform the essential functions of the job, with or without reasonable accommodation.

### **Procedure:**

#### **I. Standards.**

- a. Personnel with life threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition.
- b. Bertie County Emergency Services supports these endeavors as long as personnel are able to meet acceptable performance standards, and not affect patient care or jeopardize the well-being of fellow personnel.
- c. As in the case with any disabilities, Bertie County Emergency Services will make reasonable accommodations in accordance with all legal requirements, to allow qualified personnel with life threatening illnesses to continue to perform their jobs.
- d. Bertie County Emergency Services will take reasonable precautions to protect confidential medical information received by personnel concerning their health condition from inappropriate disclosure and/or access. Managers and supervisors have a responsibility to respect and maintain the confidentiality of employee medical information. But it may also be necessary to have the ability to review the information to the extent reasonable accommodations may be made to properly deal with returning to work issues, or to determine if continued service is possible.

#### **II. Inapplicability.**

- a. This Policy is not intended to apply to personnel with temporary or minor contagious or communicable diseases (e.g. flu, cold). Persons with such types of infectious disease that could easily spread to other personnel or patients should refrain from working until their condition improves.
- b. This Policy is also not intended to cover any illness that is contagious to the extent that patient care or the well-being of other personnel may be jeopardized.

## **Inclement Weather**

**Purpose:** To ensure adequate emergency response 24 hours a day, 7 days a week, 365 days a year, regardless of weather conditions.

**Policy:** Bertie County Emergency Services requires all personnel to report for their scheduled shift no matter what the weather conditions.

### **Procedure:**

#### **I. Standards.**

- a. As a public safety service organization, Bertie County Emergency Services is committed to providing continuous and quality service to our community at all times.
- b. Unfortunately, weather conditions (snow or ice) or natural disasters (earthquake or hurricane) can make the commute to work difficult and time consuming.
- c. Unless otherwise notified, all personnel are expected to report to work regardless of the weather conditions, and Bertie County Emergency Services will attempt to operate under our normal work schedules in all weather conditions.
- d. During inclement weather, personnel should plan ahead and allow sufficient time for a safe trip to work.
- e. In times of serious weather conditions, at the discretion of management, these requirements may be relaxed, and on-duty employees may be required to remain on duty until replacements can safely arrive at work.
- f. During times of severe weather (i.e. hurricanes, tornadoes, etc.), Administration reserves the right to suspend responses if sustained wind speed exceeds 50mph, or if road conditions become too treacherous for safe travel (i.e. ice, snow, etc.). This decision is made solely at the discretion of the Department Administration, at no time is a member authorized to suspend response without direct order from Administration.

## **Issuance and Use of Department Equipment**

**Purpose:** To provide a safe and effective work environment with equipment that remains in good working condition.

**Policy:** Bertie County Emergency Services will not tolerate misuse or misappropriation of Department equipment, as respect for Department equipment is expected at all times.

### **Procedure:**

#### **I. Bertie County Emergency Services Property**

- a. Any Bertie County Emergency Services property issued to personnel, such as keys, pagers, radios, gas cards, or uniforms, must be returned prior to receipt of any final paycheck.
- b. Personnel may be responsible for paying for any lost or damaged items, as well as for any unreturned items at the time of separation from service. “Damaged items” are items damaged beyond what would be expected with normal “wear and tear.”
- c. No item purchased or supplied by Bertie County Emergency Services should be removed from the premises without express written authorization of a supervisor. Further:
  1. Personnel found possessing any Bertie County Emergency Services property without express written authorization may be subject to discipline, up to and including termination.
- d. It is the responsibility of all personnel to understand the equipment needed to perform his or her duties. All personnel must remember that:
  1. Good care of any equipment used during the course of employment, as well as the conservative use of supplies, will benefit Bertie County Emergency Services.
  2. If equipment is not working properly or in any way appears unsafe, or damaged, personnel are to notify a supervisor immediately so that repairs or adjustments may be made.
  3. Any knowledge of misuse or damage to Bertie County Emergency Services property shall be promptly reported to a supervisor.
- e. Personnel of Bertie County Emergency Services work with delicate and expensive equipment. Care must be taken in handling and using such equipment. Personnel will be held responsible for equipment caused by carelessness, misuse, or neglect, and will be responsible for reimbursement for replacement or repair costs, and could be subject to discipline.

## **II. Controlled Substances and Pharmaceuticals.**

- a. Bertie County Emergency Services has in its control, and has general access to controlled substances, narcotics, and various other drugs that are carried in the ambulances and administered under appropriate circumstances, by approved and certified personnel.
- b. Under no circumstances shall personnel take from Bertie County Emergency Services, misappropriate, or otherwise distribute, steal, sell, or inappropriately administer (to self or others) these controlled substances.
- c. Persons found in violation of this provision will be subject to immediate discipline, up to and including termination. Additional penalties may include discipline by the state regulatory agency including loss of certification. Refer to the Narcotics Policy in this document, Protocols, Policies, & Procedures for additional information regarding Narcotics.

## **III. Bertie County Emergency Services Equipment.**

- a. Personnel must treat all equipment including vehicles, tools, devices, and other items in ambulances and in the station with respect and care.
- b. Equipment shall only be used for its intended purpose.
- c. “Clowning around” or horseplay with equipment will not be tolerated, as much of the equipment is both expensive and/or dangerous.
- d. Misuse and wasting of equipment and supplies will not be tolerated.
- e. Personnel shall ensure that ambulances are stocked, that equipment is in working order, and that supplies are checked at the beginning of each shift and are replaced prior to the end of shift.

## **Lockers**

**Purpose:** To regulate the use of Department owned lockers for the safety of staff and to prevent contraband and dangerous materials from entering the workplace.

**Policy:** Bertie County Emergency Services may provide lockers for use by staff members under certain conditions, but those lockers may be subject to search to ensure the safety of everyone.

### **Procedure:**

#### **I. Standards.**

- a. Lockers may be provided to staff members while on-duty.
- b. Staff members will provide their own lock for the locker, which must be removed at the end of their shift.
- c. Lockers must be kept neat and clean. Additionally:
  1. All Personal belongings shall be removed at the end of the shift.
  2. Food should not be stored in lockers.
- d. The Department reserves the right to inspect lockers without notice for any legitimate business related reason, including searching for contraband, alcohol, drugs, weapons, or organization property that may have been improperly obtained.
- f. Staff are reminded that lockers are Department property and staff members should have no expectation of privacy when it comes to locker use.

## **Non-Fraternization**

**Purpose:** To maintain a professional work environment dedicated to providing the highest level of patient care possible with minimal interference from personal relationships.

**Policy:** Personal relationships among co-workers must not enter the organization in any manner that interferes with work or creates potential conflicts among our staff.

### **Procedure:**

#### **I. Standards.**

- a. Personal relationships between employees outside of work can often have an adverse effect on the working relationship. Uncomfortable strain, allegations of sexual harassment, and other workplace distractions are all negative side effects of a personal relationship that may occur among employees outside of the workplace.
- b. Bertie County Emergency Services recognizes that it cannot specifically dictate how its employees may act outside of the workplace. Bertie County Emergency Services discourages personal romantic relationships among employees to the extent that such activity has an effect on the workplace.
- c. In the interest of maintaining a professional atmosphere in the workplace, Bertie County Emergency Services discourages romantic relations among personnel. However, in the event that a romantic relationship exists, the following activities are prohibited:
  1. Dating activities on Department time or Department property.
  2. Use of Department property to arrange dating activities.
  3. Hand holding, kissing, hugging, sexual comments and other behavior generally associated with a dating or romantic relationship on Department time or Department property.
  4. Failure to report to management personal relationships involving personnel at different levels of the organizational structure.
- d. To the extent that a dating relationship or romance occurs among two employees, and the relationship interferes with the ability to perform job duties, or leads to a breach of our professional standards or inappropriate behavior, one or both of the employees involved in the romance may be subject to discipline, change in scope of job duties, or dismissal.

- e. In general, Bertie County Emergency Services will not permit two staff members involved in a romantic relationship to work together directly, or for one person to supervise the other person.

## Call Back Notification

**Purpose:** To maintain adequate staffing Bertie County Emergency Services may need to call personnel to report to work when multiple vacancies occur on a shift.

**Policy:** Bertie County Emergency Services will utilize the EMS Manager scheduling software built-in messaging to contact BCES personnel, as well as using phone, email, and text messaging when multiple personnel are needed to be called in for duty.

**Procedure:**

- A. When an on-coming shift is going to be down 2 personnel due to call outs the on-duty Shift Captain or Administration will utilize EMS Manager to being working on finding replacement coverage.
- B. Personnel receiving a notification via phone, cell phone, text message, and/ or email will contact the on-duty supervisor within 30 minutes of the notification to make him/her aware of their availability.
- C. Personnel are responsible to make sure their contact information is up to date. This includes cell phone provider.

## **Patient Relations**

**Purpose:** To maintain a positive image and maintain good standing with our patients and the community that we serve.

**Policy:** All personnel shall be good ambassadors for the goodwill of Bertie County Emergency Services and treat others with respect and dignity at all times.

### **Procedure:**

#### **I. Standards.**

- a. Personnel must act competently and deal with patients and their families in a professional, courteous, and respectful manner. The way we perform our individual jobs presents an image reflective of our entire organization.
- b. Personnel shall communicate pleasantly and respectfully with other personnel, patients, family members, vendors, health care associates and business partners at all times. Positive relations not only enhance the public's perception or image of Bertie County Emergency Services, but also pay off in loyalty and future service requests.
- c. Personnel are expected to follow-up on orders and questions promptly, provide professional replies to inquiries and requests, and perform all duties in an orderly manner. Serving the best interests and needs of all patients is our ultimate goal.
- d. Personnel should take great pride in the work they do, and to perform at the best level possible. Individual behavior and professionalism, as well as that presented by Bertie County Emergency Services, is important for all persons with whom we deal.

#### **II. Patient Care.**

- a. Personnel must treat all patients equally and without respect to race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
- b. Personnel must provide patients, family members, and others with the highest degree of care they are certified to provide and as appropriate to the situation. At no time shall any personnel be expected to perform a service that he or she is not qualified to perform.
- c. Personnel shall follow all relevant patient care procedures. Following these standards helps to assure that the highest level of patient care is provided.

### **III. Patient Requests and Complaints.**

- a. Patient requests and complaints shall be handled in a professional and courteous manner. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention given to patients, since that is the way in which Bertie County Emergency Services will be judged.
- b. Patient requests for information should be handled in accordance with HIPAA release of information policies.
- c. Patient requests (or refusals) during care and/or transport shall be made in accordance with relevant patient care policies and applicable protocols.
- d. In all cases, HIPAA considerations must be evaluated. When possible, a Shift Captain or member of Administration should be contacted, who should field the request or complaint. To the extent that these persons are not available, the staff member should record the information from the caller, and make sure that the appropriate personnel is notified.
- e. Efforts should be made to make management aware of such a complaint as soon as possible, so that quick resolution may be made. Additional information on handling patient complaints can also be found as part of the “Conflict Resolution and Problem Solving” Policy.

### **IV. Patient Bill of Rights.**

- a. In dealing with patients and in rendering care, all personnel are expected to respect the patient's rights, and to provide medical care and transportation at all times in accordance with certain rights. Failure to do so is a basis for discipline, up to and including dismissal.
- b. Patients have the following rights:
  1. To receive respectful care given by competent personnel.
  2. To receive every consideration of his or her privacy concerning medical care. Case discussion, examination and treatment are considered confidential and should be conducted as discretely as possible.
  3. To have all records pertaining to medical care treated as confidential, except as otherwise provided by law.

4. To receive quality care and high professional standards that are continually maintained and reviewed.
5. To expect emergency procedures be implemented without delay.
6. To refuse drugs, treatment or procedures offered to the extent permitted by law, and to be informed of the medical consequences of the refusal of any drugs, treatment, or procedure.
7. To receive medically appropriate services without discrimination based upon race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.
8. To receive appropriate pre-transport assessment, evaluation and treatment; careful handling, preparation, and monitoring of conditions, including thoughtful regard for those individuals associated with the patient; attention to all medical needs during transport; and a comfortable, safe ride to the acute care facility of their choice and/or the most medically appropriate facility.
9. To be served with state of the art, strictly maintained, and properly functioning emergency medical equipment, including the ambulance, stretchers, and portable equipment.
10. To receive professional, cheerful and attentive service throughout the course of the transport.

## **Privacy and Security of Patient Information**

**Purpose:** To remain in compliance with all state and federal laws designed to protect the privacy, confidentiality, and security of patient information.

**Policy:** All personnel shall maintain the confidentiality of patient and other confidential information in accordance with applicable legal and ethical standards.

### **Procedure:**

#### **I. Background.**

- a. Bertie County Emergency Services and its personnel are in possession of, and have access to, a broad variety of confidential, sensitive, and proprietary information. Inappropriate release of this information could be injurious to individuals, business associates, and Bertie County Emergency Services itself. All personnel have an obligation to actively protect and safeguard confidential, sensitive, and proprietary information in a manner designed to prevent the unauthorized disclosure of such information.
  1. All personnel have an obligation to conduct themselves in accordance with the Health Insurance Portability and Accountability Act (HIPAA), and Bertie County Emergency Services' Policies that have been enacted to address patient confidentiality. Personnel are advised to consult appropriate HIPAA Policies or Administration for additional information.
  2. There shall be periodic training on patient privacy issues and all personnel are expected to become familiar with all patient privacy policies in addition to those contained in the Handbook.

#### **II. Privacy.**

- a. Information pertaining to a patient's medical situation may generally only be shared with other health care professionals involved with the treatment of the patient. Information may also be shared for other limited purposes, such as payment activities and health care operations, or other purposes specifically permitted by law, in accordance with Bertie County Emergency Services policies regarding the privacy of patient information.
- b. At no time, should a patient's information including, but not limited to, name, age, condition(s), address, sex, race, or other identifying information be released in any form to any type of social media network, print, television, or other media source.

### **III. Security.**

- a. Much of the patient information that we collect is maintained on computers, and stored and transmitted electronically. In order to preserve the integrity of that data, and protect the confidentiality and security of this patient information, personnel must follow all applicable computer use and data security policies.

### **IV. Privacy/Security Officer.**

- a. Bertie County Emergency Services Clinical Affairs Officer has been appointed as the member who is responsible for overall Privacy and Security Policies. If you have any questions about the use or release of any patient information, you should contact the Clinical Affairs Officer.

## **Release of Information to Media**

**Purpose:** To prevent the inappropriate release of confidential patient information and other confidential Department information to the media, and to ensure a consistent approach to media relations.

**Policy:** As a general rule, only designated personnel may contact and/or speak with the media or release information to members of the media. All personnel shall refer any media requests for information to the designated person within the organization to handle media requests.

### **Procedure:**

#### **I. Standards.**

- a. Personnel may from time to time, receive media inquiries from various news/media agencies, including:
  1. Newspapers and television stations, for reporting a rescue, accident response, fatality, or reporting on EMS activity, or general “coverage” of EMS.
  2. Magazines or periodicals, interviewing personnel related to incidents or general EMS issues of interest to the public.
- b. When contacted by the media you must notify management with general information about the nature of the request and contact information for the reporter/writer. When contacted by the media you should refer the request to management.
- c. All communication with the media must be approved by management. When approved, personnel may discuss general topics of interest and ambulance and EMS related issues with the media. In talking with the media about non-patient or organization specific issues, all personnel should follow the following guidelines:
  1. Refrain from giving an “off the record” comment. Never consider any comment as “off the record.”
  2. The following types of information should NEVER be released:
    - A. Patient-specific information, including names, addresses, assessment of injuries, treatment provided, and history/diagnosis. As a covered entity, we are bound by HIPAA to preserve patient

confidentiality. Release of patient-specific information to the media is not permitted.

- B. Information that may be prejudicial to law enforcement investigations (e.g. “I think the driver that caused the accident was drinking alcohol”).
  - C. Information that is not known for certain such as subjective or your “opinion” (e.g. “The car must have been speeding at the time of the accident”).
  - D. Information that may be an invasion of privacy, such as suicide information, AIDS status, overdose, psychiatric transport, cause of death.
- 4. Personnel are encouraged to respond to requests for media interviews to discuss your job, your role as an EMT, and your experiences at Bertie County Emergency Services. As long as patient information is not discussed, the name of Bertie County Emergency Services is not placed in a negative light, and confidential business information is not released, such interviews will generally be approved and permitted. All requests for media interviews must be approved by Administration prior to the interview.
  - 5. In any situation where an interview becomes uncomfortable, you are free to stop it at any time. You are not required to talk to members of the media. You are also free to completely refrain from speaking to the media about any topic at all.
- c. We must balance providing the public with information about the services we provide against the individual rights of the patient to keep their medical information confidential. We fully respect the right of the public to know about our activities as we are a public agency subject to public scrutiny. But we can provide information to the public only to the extent that the law allows us.

## II. Specific Standards for Dealing with Media Requests for Patient Information.

- a. General information about a response may be released, provided that patient identifying information is not offered. For example, acceptable releases include:
  1. Name of hospital. You may provide the name of the hospital to which patients have been transported. (Acceptable Example: The media calls about “the accident at Third and Main earlier this afternoon.” You may inform the media “a patient was transported from the accident scene to County General Hospital.”). **THE NAME OF THE PATIENT SHOULD NOT BE RELEASED TO THE MEDIA.** It is not appropriate for us to confirm or deny the identity of a patient. Requests for patient identity should be directed to a law enforcement agency or to the hospital. Law enforcement agencies are not subject to the strict requirements of protecting patient information as we are under HIPAA.
  2. Number of patients. You may provide the total number of patients involved in an accident or transported to a facility. You may not indicate specifics about the vehicle a patient was driving or which patient went to a particular facility. (Acceptable Example: You may inform the media that “four patients were transported from the fire at the XYZ Chemical Factory. Two were taken to County General Hospital and two were taken to the Regional Medical Center.”)
  3. Age & Gender. You may provide the age of a patient and the gender of the patient, unless it could reasonably be used to identify the patient. (Acceptable Example: You may inform the media “a 39 y/o male was transported from the accident on the Interstate.” You would not want to disclose to the media “a 39 y/o male was transported from 124 Main St.” since this information can be used to determine the identity of the patient.)
  4. Designation of crew members. The designation of crew members as paramedics or EMTs is not protected health information. You may state, for example, that one paramedic and two EMTs were involved in caring for the patients involved in a motor vehicle accident. (You could identify the names of the personnel who responded, but some services prefer not to release this information). You are not permitted to describe the specific type of care rendered to patients at the scene or on the way to the hospital. Nor may you speculate on what injuries a patient may or may not have sustained. (Acceptable Example: “Personnel on the scene of the incident included two paramedics and a supervisor and advanced life support was administered.”)
  5. Type of Transport. You may indicate that a particular call was an

emergency and that transportation was facilitated by ambulance or helicopter. Do not speculate on the patient's condition even if you are sure of that condition. (Acceptable Example: "Of the 3 patients on the scene of the incident, one was transported by helicopter to the ABC Trauma Center and two were transported as non-emergency patients to the local hospital emergency department.")

6. Non-PHI. Information that is not classified as PHI may be released to the media consistent with Policy and state law. For instance, information about a fire response or a standby that did not involve patient care may be released to the media, as may general information about an event. (Acceptable Example: "We treated 45 patients during the two-day festival, and 6 were transported to local hospitals for various heat-related complaints").
7. Disclosures Authorized by the Patient. In the event that the patient or the patient's legally responsible decision maker signs a HIPAA authorization form, disclosures of information, including PHI, may be made so long as they are done in accordance with the express terms of the written authorization. Authorization forms for this purpose must be HIPAA-compliant and must be approved by Clinical Affairs Officer and Administration.

- b. If at any time you are unclear about whether information may be disclosed to the media, always err on the side of caution and do not disclose.

## **Scheduling (Work Hours, Vacation, Trading Shifts)**

**Purpose:** To ensure adequate emergency response and ambulance service 24 hours a day, 7 days a week, 365 days a year with the necessary complement of professional personnel.

**Policy:** Bertie County Emergency Services requires you to arrive on time for your scheduled shift, or contact the on-duty supervisor as to why you are unavailable to report as assigned. Personnel should arrive in full regulation uniform.

### **Procedure:**

#### **I. Standards.**

- a. Bertie County Emergency Services reserves the right to schedule personnel at any time, or change the schedule in accordance with operational needs and demands.
- b. Bertie County Emergency Services will develop a staffing schedule on a monthly basis utilizing EMS Manager web based software. All scheduling will be done via this tool.
- c. No more than 2 employees will be scheduled off at one time from EMS, 1 from NET.
- d. New employees will generally not be granted vacation leave for the first 3 months of employment, unless cleared by Administration during the initial hiring process.
- e. It is your responsibility to arrive for work in complete uniform for your scheduled shift, unless:
  1. A pre-approved request for vacation has occurred:
    - A. All requests for vacation shall be made through EMS Manager no later than 2 weeks prior to the first day of the time being requested. Vacation is not guaranteed, and is instead based on availability of coverage.
  2. The scheduled personnel has arranged for coverage with another person subject to the following:
    - A. When arranging coverage with another person, equal “swapping” or trading shall occur. Personnel shall not expect another person to cover part or an entire shift without covering an equal amount of time for that other person. Swaps will be arranged through EMS Manager at least 1 week prior to the first day of the trade.

- B. The shift swap and pay back must occur in the same week.
  - C. Shift trades in coverage must be made between persons who are equally credentialed, i.e. Paramedic for Paramedic or EMT-Basic for EMT-Basic.
  - D. Shift Captains or Administration must be advised of any and all trades as promptly as possible. The Department reserves the right to refuse to permit a swap to the extent that it will pose scheduling or other personnel conflicts.
3. The scheduled person is working light duty due to an illness, injury, or medical condition. Light Duty requests and approval area as follows:
- A. The purpose of light duty is to provide an appropriate duty station for personnel unable to perform normal work requirements as an Emergency Services employee due to an illness, injury, or medical condition. Light duty will assist personnel who may be out for a long recuperation period and require additional time prior to returning to full duty without having to exhaust all available leave time.
  - B. Light Duty can be requested for recuperative period including but not limited to”
    - Major Surgical recuperation period
    - Fracture of a major bone
    - Pregnancy
    - Other conditions/situations as may be determined.
  - C. Personnel may request light duty by a written request to the EMS Division Chief, through the chain of command. The written request shall include:
    - Medical condition requiring light duty
    - Written confirmation of condition by their primary care physician to include medical necessity for light duty and the extent of physical exertion permitted by the physician.
    - Time period light duty will be necessary.
    - Light duty may be granted on a case-by-case basis after review by the Division Chief, Emergency Services Director, HR Director, and concurrence with the County Manager. Light duty situations will be reviewed on a monthly basis.
    - Extensions of light duty must be requested and approved prior to the expiration of the original request.
    - Light duty will be granted only if sufficient tasks are available to keep the individual reasonably busy.

- Dress while on light duty shall consist of uniform or business casual attire.
- Light duty will be schedule at the discretion of management, and will not exceed the hours normally scheduled by the individual.
- Overtime/Compensatory time is not allowed while on light duty.
- **Light duty is a privilege, not a requirement of the department and it may be terminated at any time without cause or notice.**

D. From time to time, it may be necessary for personnel to be absent during a scheduled shift. Bertie County Emergency Services is aware that emergencies, illnesses or pressing business that cannot be rescheduled in advance of a scheduled shift may arise. If you are unable to report for a shift or you must arrive late, and you are unable to obtain coverage, you must contact the on duty Shift Captain, or EMS Division Chief immediately with at least two (2) hours' notice. For additional employee related information on absenteeism, please consult the "Absenteeism and Tardiness" Policy.

E. Because all personnel must be alert and able to perform their job at and ready to perform their duties. Personnel that are not well rested, or are physically unable to perform their duties as a result of exhaustion may be sent home, and may be subject to discipline. For additional information concerning the obligation to report to duty well rested, please see the "Reporting to Work Well Rested" Policy.

F. Shift times are:

- 0700-0700 for 24-hour EMS units
- 0600-0600 for 24-hour NET units, and
- 0830-1700 for daytime NET units

G. Employees should plan off-duty appointments and events so as to allow themselves the ability to get off work late without undue disruption to their plans. Due to the nature of Emergency Services work, we can never ensure that employees can leave at the end of their scheduled shift.

H. In the event that an employee's relief will be late, or has called out and no coverage is available, an employee must contact Administration to notify them if they are unable to stay past the end of their scheduled shift. At no point does any field employee have the ability to remove a unit from service without the direct authorization of Administration.

## Schedule Requirements for Part-Time Staff

**Purpose:** To ensure that adequate coverage is maintained and that all part-time personnel are available to work a fair amount of time with the Department.

**Policy:** Part-Time (employees with Bertie County Emergency Services will be **required** to submit 24 hours of availability to EMS Manager (see g – f below) and work a minimum of 12 hours when scheduled. (Special event coverage is not included)

### **Procedure:**

- I. Standards
  - a. Available shifts are continuously posted within EMS Manager, allowing staff the ability to sign-up for open shifts at any time.
  - b. Part-time employees are expected to submit their availability into EMS Manager by the 15<sup>th</sup> of the month, preceding the month to be scheduled (i.e. August 15<sup>th</sup> for September schedule).
  - c. The primary scheduler will make every effort to have the schedule posted by the 20<sup>th</sup> of each month.
  - d. Once a part-time employee is scheduled for a shift they are responsible for finding coverage for that shift if for any reason, other than a sudden illness, they cannot work that particular shift. Phone numbers are found in the Member Database within EMS Manager.
  - e. Part-Time employees are allowed to swap shifts with other part-time personnel at the approval of the scheduling supervisor and/or the supervisors of the affected shifts.
  - f. The only exception to this policy is having a valid medical excuse with a signed doctor's note indicating the employee cannot perform the required job requirements of an Emergency Services employee.
  - g. Failure to meet the 12 hour minimum requirement for consecutive months may result in disciplinary action up to and including termination of part-time employment with Bertie County Emergency Services
  - h. Schedule: <http://www.emsmanager.net/bertie>

## Sexual and Other Harassment

**Purpose:** To maintain a work environment that is free of discrimination and harassment in accordance with applicable law.

**Policy:** Bertie County Emergency Services will have “zero tolerance” when it comes to any behavior that rises to the level of unlawful discrimination or unlawful harassment.

### **Procedure:**

#### **I. Harassment Prohibited.**

##### a. General Prohibition on Discrimination and Harassment.

1. All personnel shall respect the rights, opinions, and beliefs of others. Harassment of, or discrimination against, any person by anyone (regardless of their position) because of a person's race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class, is strictly prohibited, whether directed at an employee, a volunteer, or at a member of the community.
2. Harassment outlined in this Policy is prohibited whether or not it also violates federal and/or state law.

##### b. Sexual Harassment.

1. Sexual harassment may include *any* unwelcome sexual advance, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

These requests, advances, or sexual conduct constitute unlawful *sexual harassment* when:

- A. Tolerating the conduct is a condition of employment or condition of participation in Bertie County Emergency Services activities.  
For example:

The submission to the improper conduct is made a term or condition of employment or participation in Department activities (Example: Employee is told by a supervisor that she should date him in order to get a good performance review).

- B. The conduct has adverse consequences on the individual. For example:

The submission to or rejection of the harassing conduct is used as a basis for employment or membership decisions affecting the individual (Example: Employee refuses sexual advances or legitimately complains of improper conduct and is assigned a work schedule that is designed to be intolerable).

- C. The conduct offensively interferes with the individual's performance or ability to function in their position. For example:

The conduct has the purpose or effect of unreasonably interfering with performance by creating an intimidating, hostile, or offensive environment (Example: Female member feels sick when she comes to the station because whenever she is there, a male staff member (or members) frequently makes comments about her body parts or physical attributes).

2. Sexual harassment is prohibited. That is:

- A. No one may threaten or imply that submission to or rejection of sexual advances will in any way influence any decision about employment or membership, duties, assignment, or other terms or conditions of employment or membership.
- B. No one may take any personnel action based on a staff member's submission to or rejection of sexual advances.
- C. No one may subject another person to any unwelcome conduct of a sexual nature. Some examples of unwelcome conduct of a sexual nature include:
- Unwelcome physical conduct, such as touching, restraining, blocking, staring, making sexual gestures, exposing private body areas to others, and making or displaying sexual drawings, photographs, videotapes, DVDs or other pornographic materials.

- Unwelcome verbal conduct, such as sexual propositions, sexual slurs and insults, comments about private body areas (such as breasts and genitals), jokes with sexually-oriented content and other sexual comments.
- Intentional receipt or transmission of pornographic or sexually explicit jokes, photographs, cartoons, or other material via computer equipment from or through the Internet or via electronic mail.
- No one may engage in consensual or non-consensual conduct of a sexual nature in Bertie County Emergency Services vehicles or on any Bertie County Emergency Services property.
- No one may engage in non-sexual touching that could be perceived or otherwise lead to more intimate sexual conduct, including giving backrubs and other treatment that involves touching.

c. Other Harassment.

1. No one may harass anyone because of that person's race, color, national origin, ancestry, religion, sex, age, sexual orientation, disability, political belief, military service, or any other protected class. Examples of conduct prohibited by this Policy include using racial and ethnic slurs or offensive stereotypes and making jokes about these characteristics.
2. Physical harassment is prohibited, including but not limited to:
  - A. Kissing, patting, touching, bumping, or other unwanted contact.
  - B. Unsolicited shoulder/body massages.
  - C. Touching or adjusting the clothing of another
  - D. Blocking passageway or cornering a person so they cannot move even if it is just for a brief moment.
  - E. Involuntary seclusion, such as barring the staff member from contact with other crew members while at the station.
  - F. Physical Assault/Rape.
3. Verbal harassment is also prohibited, including, but not limited to:

- A. Obscene noises (grunting, panting, whistling, barking, etc.).
- B. Offensive sexual, racial, or religious comments.
- C. Offensive reference to or naming of body parts with nicknames.
- D. Sexual rumors, innuendos, or inquiring about a person's sexual activity.
- E. Any visual harassment that may accompany (or stand alone) from verbal harassment, including staring at body parts, use of crude notes or gestures, or sexually implicit pictures.
- F. Pestering for a date or personal information/failing to take "no" for an answer.

## **II. Making Complaints and Reporting Violations.**

- a. Personnel who believe they are a victim of harassment are requested and encouraged to make a complaint to any administrator of the Department to whom they may feel comfortable making the complaint, or directly to Human Resources. All personnel are encouraged to report any incident or conduct that is perceived as being in violation of this Policy. Reporting may be verbal or written.
- b. You are not required to first complain to the person who engaged in that conduct, although telling the person engaged in the conduct that their behavior is not welcome or asking them to stop the behavior is a good idea.
- c. Personnel who observe harassment of another staff member are requested and encouraged to report this observation. No reprisal, retaliation, or other adverse action will be taken against any member or employee for making, in good faith, a complaint or report of harassment, or for assisting in good faith in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to any supervisor or manager.
- d. Bertie County Emergency Services will promptly, thoroughly, and impartially investigate any complaint or report of a violation of this Policy. Additionally:
  - 1. Bertie County Emergency Services will protect the confidentiality of information involving individuals involved in harassment allegations to the greatest extent possible. Such information may be shared with those who have a need to know, such as key management personnel and other essential persons involved in the investigation.

2. Investigations will include interviews of persons believed to be involved, or with potential knowledge of the event, and shall include a full report on each investigation, retaining the confidentiality of all such persons involved where possible.

### **III. Penalties for Violations.**

- a. Bertie County Emergency Services will take prompt remedial and possibly disciplinary action if the investigation shows a violation of this Policy. Disciplinary action may include verbal or written warning, suspension, or termination from employment.
- b. A complaint or report that this Policy has been violated is a serious matter. Dishonest complaints or reports not made in good faith are also against this Policy, and appropriate disciplinary action, up to and including termination of employment will be taken if the investigation shows that deliberately dishonest and bad faith accusations have been made against another staff member.

### **IV. No Reprisals.**

- a. Persons who report a suspected instance of unlawful harassment or discrimination shall not be subject to reprisals, retaliation, retribution or other negative treatment.
- b. Any person who retaliates against a good faith reporter will be subject to discipline, up to and including termination of employment.

## **Smoking and Tobacco Use**

**Purpose:** To maintain a healthy, clean, and safe environment for all personnel, patients, and visitors.

**Policy:** The use of tobacco containing products, including electronic cigarettes, is prohibited in all Bertie County Emergency Services vehicles, and in undesignated areas at Bertie County Emergency Services building(s).

### **Procedure:**

#### **I. Standards.**

- a. Personnel are prohibited from using tobacco products in all vehicles (both passenger compartment and driver compartment) and in undesignated locations at all buildings of Bertie County Emergency Services. For purposes of this Policy, “tobacco products” includes but is not necessarily limited to cigarettes, including electronic cigarettes, cigars, and smokeless tobacco products, such as chewing tobacco.
- b. Personnel are not permitted to use tobacco products while on the scene of an emergency response.
- c. Personnel are not permitted to use tobacco products at hospitals or in other public places.
- d. The above standards shall apply to visitors and patients as well as personnel.

#### **II. Disposal of Tobacco Products.**

- a. All cigarette butts will be placed in the designated receptacles in the smoking area. Cigarette butts should not be discarded on the ground or in any trash bins.
- b. Smokeless tobacco residue will be deposited in the appropriate receptacle or spittoon. There shall be no spitting of tobacco juice on Department property, including in sinks or toilets.

## **Telephone Procedures and Personal Telephone Use**

**Purpose:** To maintain phone lines accessible for business purposes, avoid distractions, and maintain uninterrupted telephone service.

**Policy:** The telephone system is for Department business. Bertie County Emergency Services limits personal phone calls while on duty.

### **Procedure:**

#### **I. Personal calls**

- a. Personal incoming and outgoing personal phone calls are discouraged, and should be used for emergency purposes only.
- b. If personal calls must be made or received, conversations should be limited to five (5) minutes.
- c. Long distance telephone calls are only permitted in times of family emergencies and should also be limited to no more than five (5) minutes.
- d. Long distance phone calls for Department business purposes are acceptable, but should be limited in scope to the greatest extent possible.

#### **II. Answering the phone.**

- a. When answering the phone the preferred approach is “Bertie County Emergency Services, this is (state your name), how may I help you”
- b. Appropriate assistance with the call is your responsibility. This includes directing the call to the correct individual. In all cases request the caller’s name and nature of the call.

## **Testifying in Court & Depositions**

**Purpose:** To uphold the requirements of the law, to support civic duty and protect employees from wage loss when called upon to appear in court for Department related business.

**Policy:** Personnel are expected to testify about work related matters, when properly subpoenaed to do so, in an honest and truthful manner. Personnel testifying for work related matters when required shall receive compensation for time spent in providing such testimony. Personnel engaged in court testimony for personal matters will not be paid, and may use vacation time to handle such matters.

### **Procedure:**

#### **I. Standards**

- a. At times, personnel may be required to testify in court, for incidents that relate to Bertie County Emergency Services, or personal matters unrelated to Bertie County Emergency Services. In accordance with the “Scheduling” Policy, appropriate provisions for coverage must be made when testimony conflicts with a scheduled assignment.
- b. Personnel who are subpoenaed and must appear for a hearing, deposition, or court appearance because of an action performed while in the course of duty or related to work will be paid a regular hourly rate for the actual time providing testimony.
- c. Personnel who must attend a hearing, deposition or court appearance for reasons other than for testimony related to the performance of job duties with Bertie County Emergency Services, will have to request time off, on either a paid, or unpaid basis, depending upon available accrued time off that may be available. In accordance with Department scheduling policies, appropriate provisions for coverage must be made when testimony conflicts with a scheduled work assignment.
- d. You must submit to the EMS Division Chief a copy of the subpoena or other related court document to indicate the nature of the court appearance and let him or her know the reason for the presence at the hearing or deposition.
- e. You are required to notify a superior if you are the subject of personal action by an individual or agency that has any business or patient relationship, affiliation or contact with Bertie County Emergency Services. This includes patients, customers, or operators of vehicles that may be involved in an accident with Bertie County Emergency Services vehicles, and the employees and staff of organization with whom we work. We will make every effort to respect and maintain the confidentiality of such information.

## **II. Reimbursement.**

- a. All time spent on Department related court business or testimony should be reported to the EMS Division Chief so that it can be properly documented on your timesheet.

## **Uniform, Dress Code & Personal Appearance**

**Purpose:** To maintain a professional appearance at all times within the community, projecting a positive image to the public.

**Policy:** Bertie County Emergency Services requires all personnel to meet appropriate dress code and uniform standards for the respective position of the staff member.

### **Procedure:**

#### **I. General standards of appearance.**

- a. Pins, jewelry, hats, name/insignia or other identifying symbols which are not professionally related to authorize uniforms are prohibited from being worn.
- b. Hair (including facial hair) is to be neat and groomed at all times. If an employee has long hair, then he or she must arrange it in such a way that it does not present a safety hazard or distract from duties. Mustaches and beards must be clean, well- trimmed, and neat, and must not interfere with the wearing of any safety or medical device, including personal protective equipment (PPE).
- c. Perfume, cologne, aftershave, scented lotion, etc., should be used in moderation or avoided altogether. Jewelry should not be excessive and should be limited to items that do not functionally restrict the employee or create a danger to personnel or others. Facial jewelry, such as eyebrow rings, nose rings, lip rings and tongue studs, is not permitted to be worn during working hours or while on duty.
- d. Personnel are expected to arrive to work in a clean, presentable manner with all appropriate uniform attire in place. Proper bathing and personnel hygiene must be utilized to prevent unwarranted body odor. Employees reporting to work who appear to have a dirty uniform and/or have the appearance of poor hygiene may be asked to return home and put on a clean uniform and/or shower as appropriate. The employee will not receive pay during this time away from work, and may be subject to disciplinary action.

#### **II. Uniform(s).**

- a. Uniform is defined as “alike”. It is the intent of the dress code that all Bertie County Emergency Services personnel shall be uniform in their attire while on duty.
- b. Partners must be dressed alike at all times, i.e. either both in polo shirts, or both in t-shirts.

- c. Bertie County Emergency Services will provide three (3) polo shirts and t-shirts to all full-time 24-hour shift personnel and two (2) to part-time personnel. Daytime NET employees and Administrative staff will receive a minimum of 5 polo shirts.
- d. Only the following uniform items shall be worn while on duty by field staff.
- Polo-style Uniform shirt (T-shirt only after 1900hrs)
  - White, dark navy, or black shirts only under the uniform shirt. This undershirt should be plain, and thereby free from language or graphics that may be deemed offensive by a reasonable person.
  - Navy pants
  - Black belt
  - Black boots or shoes
  - Baseball style hat (must be EMS related and non-offensive)
  - Other PPE items
- e. Office staff may wear other uniform items, as approved by Administration, including business casual clothing, khaki-style cargo pants, and alternative uniform shirts, including white Class A-style uniform shirts, provided that such shirts bear markings affiliating the employee with Bertie County Emergency Services.
- f. Uniforms must remain clean, unwrinkled, neat, and in good repair. Uniforms items that are faded, torn, or worn are not acceptable.
- g. Pager, radio, or Department-issued phone is considered a part of the uniform and must be worn appropriately.
- h. All personnel are responsible for the care and maintenance of their uniforms. If your uniform becomes soiled during a shift, it should be changed. Employees have sufficient uniform shirts to allow for the changing of uniform shirts should the need develop. It is the employee's responsibility to carry a change of uniform for their own safety, and to ensure professionalism is maintained.
- i. Personnel should not wear their uniform when not on duty, except during travel to and from work. At no time should an employee be wearing a Department issued uniform item at another job, or on their personal time while out in public.
- j. Bertie County Emergency Services will replace uniforms that are contaminated or damaged in the line of duty.
- k. Badges shall be worn in the appropriate location on the left chest of uniform.

Nametags/Serving Since pins shall be worn center over the right shirt pocket, the bottom of the serving since pin even with the top pocket seam.

- l. Patches shall be centered on the sleeve one inch below the shoulder seam. Department patch shall be on the left sleeve and state credential patch on the right sleeve.
- m. Only one addition “certification” pin will be allowed to be worn on the uniform shirt at any time. The pin should be placed centered on the right shirt pocket.
- n. During periods of extreme or inclement weather, certain deviations from standard uniform may be made when approved by the Director or Assistant Director.

**III. T-Shirts:** Can be worn between the hours of 19:00 and 07:00 and at other times as may be determined by Emergency Services Administration

**c) Attire for Classes/Meetings while representing Bertie County  
Emergency Services and Monthly CE Class.**

- a. When an employee attends a class or meeting while representing Bertie County Emergency Services appropriate dress attire is required (weather dependent). All clothing shall be worn in a manner that conveys a professional image and provides a modest coverage and fit. Arms must be covered with a minimum of short sleeved-attire. Sleeveless jumpers, dresses, tops, etc., must be accompanied with a jacket or appropriate top. Approved attire for employees when attending classes as a representative of Bertie County Emergency Services include:
  - 1. Business suits, dresses, pant suits, khaki type pants, golf shirts, and button up long sleeve shirts.
  - 2. Department Uniform.
  - 3. The following is considered not appropriate and may not be worn: mini-skirts, skorts/culottes, shorts, jeans, overalls, leggings, tight clothes, flip-flops, t-shirts, sweatpants, sweatshirts, wind suits, and any other clothing that may contain offensive or suggestive language, graphics, or other inappropriate material.
- b. Monthly continuing educational classes are conducted on County property, and therefore proper attire is required.
  - 1. Department Uniform
  - 2. Business Casual (khaki type pants, golf shirt or log sleeve button up shirt, and pant suits)
  - 3. Jeans that are free of holes and in good condition.
  - 4. Appropriate footwear includes tennis shoes, work boots, or closed toe shoes.
  - 5. The following is considered not appropriate and may not be worn: mini-skirts, skorts/culottes, short-shorts, torn/worn jeans, overalls, leggings, tight clothes, t-shirts, sweatpants, wind suits, and any other clothing that may contain offensive or suggestive language,

graphics, or other inappropriate material.

## Use of Alcohol While on Duty or On-Call

**Purpose:** As providers of emergency services, Bertie County Emergency Services is committed to safely serving the community without harm to our members or others. We must be ready to respond at a moment's notice to a variety of situations and to confront numerous hazards. To operate effectively and safely, we must insure that personnel are fully prepared to perform their duties without the influence of alcohol.

**Policy:** No personnel shall be under the influence of alcohol while on duty, when responding to a call, or when otherwise engaged in Department activities.

### **Procedure:**

#### **I. Standards**

- a. You shall not respond to any call if you have ingested any alcoholic beverage eight (8) hours prior to your work shift, or if you are on call, eight (8) hours prior to being called out.
- b. Personnel who appear to be under the influence of alcohol at a scene (based on the reasonable judgment of the officer in charge) will be immediately dismissed from the scene may be required to undergo alcohol testing and may face disciplinary action, up to and including termination.
- c. Any personnel who drive either a Bertie County Emergency Services vehicle or a personal vehicle to the scene while under the influence of alcohol may face criminal prosecution for driving under the influence and may be reported to the appropriate authorities
- d. On-call staff members who have consumed alcoholic beverages and are thereby unable to respond to a call, will be subject to appropriate discipline.

#### **II. Violations**

- a. If any member of management reasonably believes a staff member is under the influence of alcohol, that person may remove the staff member to a medical facility for alcohol testing.
- b. Any staff member who refuses to be tested is subject to immediate suspension and may face termination.

## **Visitors**

**Purpose:** To prevent possible harm, maintain patient confidentiality, and prevent distraction of personnel while on duty that may occur with personal visits.

**Policy:** Visitors in the workplace shall be restricted to specified areas and may be limited in the time of their visit.

**Procedure:**

- Visitors of a BCES employee will only be allowed to visit for one (1) hour at any time during the shift. No visitor will be allowed to remain at an EMS station after 22:00 or if no employee is present.
- Visitors of an BCES employee will not be present at shift change as not to interfere with the exchange of information.
- Small children shall not be left unattended in any part of the station.
- When a visitor comes to the building, the visitor must be met in the lobby, or other public area near the entrance to the station, or (when possible) outside. This is to prevent unnecessary visitor access to areas of the station that may house patient information and to prevent possible injury. A staff member must remain with the visitor at all times during the visit.
- Visitors are not permitted in areas where patient information is stored or may easily be viewed or in other areas that could negatively impact operations.
- Visitors unattended by Emergency Services personnel attempting entrance or in the building that you do not recognize you must challenge them and determine who they are (see ID). Then determine their purpose and escort to the appropriate office or out of the building.
- Employees should not invite visitors to the station that they have just met, such as in the case of meeting someone from an online dating/matchmaking service. While it is good practice to meet someone new in a public place, the station is not an appropriate place. In the event a potential romantic interest becomes problematic, the person should have been readily invited into our workplace and create a potentially unsafe situation for yourself and others.

## Workplace Safety

**Purpose:** To maintain a safe working environment staff members participating in reporting and preventing injuries is essential.

**Policy:** Bertie County Emergency Services fosters a safe work environment, free from unsafe or dangerous activities, and Bertie County has created a Safety Committee to coordinate safety training and provide input on safety related issues. Staff members are expected to promptly report unsafe conditions.

### **Procedure:**

#### **I. Standards**

- a. Workplace safety is of utmost concern to Bertie County Emergency Services. Personnel and patients alike must be protected from unsafe conditions.
- b. Personnel shall always act in a professional manner, especially during patient contact. Horseplay or inattention to work assignments or patient care will not be tolerated.
- c. Our jobs require rapid response, but this response must be a safe response. Reckless driving to arrive at a scene is not permitted, as dangerous driving can pose a danger to personnel and other drivers.

#### **II. Reporting Unsafe Conditions.**

- a. Personnel must immediately report any unsafe condition to a supervisor. This includes unsafe storage or use of equipment, instances of horseplay, or unsafe driving or other dangerous activities that may pose a danger to patients and others.
- b. Personnel who violate safety standards, who cause hazardous or dangerous situations, or who fail to report (or, where appropriate, remedy) such situations, may be subject to disciplinary action, up to and including termination.
- c. Where reports of unsafe situations are made in an honest manner, personnel should have no fear of possible reprisals in the event that a violation is found, or discipline against a violator occurs.

#### **III. Safety Committee.**

- a. Bertie County has created a Safety Committee that is responsible for reviewing safety requirements, learning about safety updates (e.g. OSHA publications and

warnings), reviewing safety-related incidents, providing recommendations for safety improvements, and assisting with the training of staff as to proper safety procedures.

- b. The Safety Committee will entertain feedback on safety related issues that need to be explored and focused upon.

## Workplace Searches

**Purpose:** To safeguard the property of all personnel, and prevent possession, use and sale of illegal drugs and other dangerous things in the workplace.

**Policy:** Bertie County Emergency Services may conduct random searches of persons and their property while on, in or adjacent to Bertie County Emergency Services property in conformance with applicable laws.

### **Procedure:**

#### **I. Standards**

- a. Bertie County Emergency Services reserves the right to question any person as well as inspect packages, handbags, backpacks, duffle bags, briefcases, lunchboxes, or other packages, possessions, articles of clothing, or items entering or exiting Bertie County Emergency Services property.
- b. All personnel are expected to comply with a search request. The Department will initiate a search only when absolutely necessary, and based on reasonable suspicion that an issue requiring such search is needed.
- c. Bertie County Emergency Services also reserves the right to search the desk, office, locker, or other assigned space of any personnel, at any time, whether or not the personnel is present, since such areas remain the property of Bertie County Emergency Services.
- d. Searches are intended to discover weapons, drugs, contraband and/or improperly obtained Department property, and may be done randomly, at the discretion of management based upon a complaint or suspicion, and usually in conjunction with local law enforcement officials to ensure employee rights, as well as evidentiary findings are legal and valid.

#### **II. Violations**

- a. Any visitor who refuses to consent to a search when requested will be denied access to the building.
- b. Any employee who refuses to consent to a search, or who is found to possess an item that is prohibited by these policies or by law, will be subject to disciplinary action, up to and including termination.

## **Workplace Violence**

**Purpose:** To help prevent incidents of violence from occurring in the workplace, and to further ensure as safe workplace as possible.

**Policy:** Bertie County Emergency Services forbids acts or threats of violence by any staff member against any other person, customer, visitor, or patient in or about Bertie County Emergency Services vehicles and buildings, or on Bertie County Emergency Services premises at any time.

### **Procedure:**

#### **I. Background**

- a. Bertie County Emergency Services expects all its personnel to conduct themselves in a professional and courteous manner at all times. All staff should treat others in a manner that they would want to be treated.
- b. Any behavior that a reasonable person would construe as indicating a potential for violence are strictly prohibited. Examples of improper behavior include, but are not limited to: shouting angrily at others, swearing at others, making threatening gestures towards others, throwing or tossing things, slamming down equipment with the intent to startle another person, pounding or punching a wall, purposely breaking things, etc.

#### **II. Prevention of Workplace Violence**

- a. In keeping with the spirit and intent of this Policy, Bertie County Emergency Services shall strive to:
  1. Provide as safe a work environment as possible.
  2. Take prompt remedial disciplinary action against any personnel who engage in any threatening behavior or acts of violence or who use any obscene, abusive, or threatening language or gestures.
  3. Take appropriate action when dealing with customers, former employees, or visitors who engage in such behavior. Such action may include notifying the police or other law enforcement personnel.
  4. Establish viable security measures to ensure that facilities are safe and secure to the maximum extent possible and to properly handle access to Department facilities by the public, off-duty employees, and former employees.

- b. In keeping with the spirit and intent of this Policy, Personnel shall:
  - 1. Notify management of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. This includes, for example:
    - A. Threats or acts of violence.
    - B. Aggressive behavior.
    - C. Offensive acts.
    - D. Offensive comments or remarks.
  - 2. Not participate in any form of retaliation against other personnel for making a good faith report under this Policy.

# **Section III**

## **Employee Guidelines**

## Absenteeism & Tardiness

**Purpose:** To establish attendance standards to maintain an effective work force.

**Policy:** Bertie County Emergency Services expects habits of good attendance and punctuality on the part of its employees. The use of sick leave is not a right but a privilege granted by the Bertie County Board of Commissioners. Employees must report to their assigned station and be prepared to respond to calls at the designated start time. Excessive absenteeism (use of sick leave) and/or tardiness interfere with Emergency Services efficiency and is detrimental to quality patient care. In addition, it causes undue hardship on fellow employees. Excessive absenteeism and tardiness will not be tolerated and will result in disciplinary action up to and including termination.

### **Procedure:**

#### **I. Absence**

- a. If you are absent due to an illness for two (2) or more consecutive work shifts, Bertie County Emergency Services requires written documentation from a doctor to verify that you were ill. Similar written documentation may be required to verify you are medically cleared to return to work after a two (2) consecutive shift absence.
- b. A physician's note must come from the primary care provider. If an employee is seen in the Emergency Department a copy of the discharge statement must accompany the physician's note.
- c. Sick Leave may be used for an illness, injury, or death in the employee's immediate family. Immediate family is defined as spouse, mother, father, children, brother, sister, grandparents, grandchildren, in addition to a combination of half, step, in-law, and adopted relationships that can be derived from those named.
- d. When you will be absent for consecutive shifts, you must call in each shift to ensure proper scheduling. BCES will never presume consecutive days of absence for sickness, and always expects each employee to arrive for work on time, unless otherwise notified in accordance with this Policy.
- e. If an employee is scheduled for a mandatory class and does not attend the absence from class will be considered an absence and will count toward absence occurrence.
- f. Employees that do not call in to indicate that they will be absent will be considered to have voluntarily terminated employment.
- g. Employees that call out sick shall not work their outside employment until they are capable to work their regular schedule with Bertie County Emergency Services. Failure to adhere will result in employee needing to choose between their outside employment and employment with Bertie County Emergency Services.

## **II. Excessive Absenteeism**

- a. Examples of excessive absences, but not limited to, that will result in disciplinary action.
  - Four (4) or more absences in a 12-month period.
  - Absent on days when requested time off has been denied.
  - Other patterns of excessive absenteeism.

## **III. Tardiness**

- a. Employee does not report to assigned station and/or is not prepared to begin work at designated start time.
- b. Employees must report to work by their assigned start time. Any employee who is unable to arrive prior to the start of their shift should make notification to Management, and to the crew member that they are relieving.
- c. Full-time employees should not be late to work for Bertie County Emergency Services because of coming from their part-time job. Any employee found in violation may have their secondary employment authorizations revoked.
- d. It is the employee's responsible to ensure proper coverage if they will be unable to report to work at the start of their shift. At no point should coverage be assumed. If coverage is not ensured, the employee who is tardy will be held accountable, not the employee waiting for them to arrive.

## **Jury Duty Leave**

**Purpose:** To accommodate employees called for civic duty.

**Policy:** Bertie County Emergency Services shall permit employees called for jury duty to serve, without negatively impacting their employment status or benefits, and to compensate them accordingly.

**Procedure:**

**I. Standards**

- a. Employees are encouraged to fulfill their civic responsibilities by serving jury duty when required.
  - 1. Personnel on jury duty will receive base pay from Bertie County Emergency Services,
  - 2. Employees are not required to use accumulated leave time to serve on jury duty.
- b. Any employee that has been called for jury duty must provide notice to his or her supervisor, as soon as notified by the court.
- c. If it is determined that serving jury duty will create an operational hardship, Bertie County Emergency Services may make efforts to ask to have the person excused from such service, if the employee agrees.
- d. All other benefits will be covered and will accrue during any jury duty leave as if the employee was continually working.
- e. The employee must provide verification of the jury duty leave, including official court attendance verification.

## **Moonlighting/Outside Work**

**Purpose:** To prevent conflicts of interest, maintain a high level of patient care, and help ensure that the focus of an employee's work is with Bertie County Emergency Services.

**Policy:** Any outside employment or volunteer service must be reported to management. At all times any outside employment or volunteer activities with another agency cannot interfere with job responsibilities at Bertie County Emergency Services.

### **Procedure:**

#### **I. Standards.**

- a. Any employee engaged in or contemplating outside employment must divulge the relationship, or contemplated relationship to his or her supervisor.
  1. Employees are expected to devote full efforts to their employment with Bertie County Emergency Services.
  2. Bertie County Emergency Services will work with employees to coordinate second jobs that are necessary out of need and/or desire.
- b. Requests for outside employment shall be reviewed, and will generally be approved, when the outside employment:
  1. Does not conflict with responsibilities, including the ability to work overtime as required in your position. Specifically:
    - A. Any outside employment shall not take precedence over Bertie County Emergency Services employment.
    - B. Employees are not permitted to arrive late or leave early, to meet obligations with any outside employment.
  2. Does not interfere with job duties and expectations. Specifically:
    - A. Outside employment that affects the ability to perform job function (including the requirements that employees arrive for work well rested) will be denied.
- c. Employees that are granted a request to work outside employment, but where the outside employment interferes with their ability to complete job duties with Bertie County Emergency Services, may be asked to cease the outside employment, or make schedule changes.

- d. Employees that are denied a request to work outside employment, yet continue to do so, will need to choose between the outside employment and employment with Bertie County Emergency Services.
- e. To the extent that the outside employment is a home-business or other business that can be conducted by phone or computer, under no circumstances shall an employee be permitted to conduct such outside employment while on work-time with Bertie County Emergency Services.

## Off-Duty Response

**Purpose:** The purpose of this policy is to provide guidance when an employee may feel compelled to respond a call on their personally owned vehicle (POV).

**Policy:** Bertie County Emergency Services does not require or encourage personnel to respond to calls when off-duty. If an employee of Bertie County Emergency Services does respond to a call that they are in close proximity to there are requirements they must follow.

### **Procedure:**

- Response will be non-emergency, unless authorized by Administration. You must obey all traffic laws if responding in your POV.
- No employee should respond on their POV without direct authorization from Administration. This is to help reduce liability and maintain safety of all persons involved in the scene.
- Must not have consumed or be under the influence of alcohol or drugs.
- Incident you are responding to must be in close proximity to your location.
- You should have on proper attire to protect yourself from any potential hazards you may face when on duty.

## **Orientation Program**

**Purpose:** To help new employees become accustomed to Bertie County Emergency Services and how it operates, and to ensure that they have the opportunity to learn all relevant Policies and Procedures.

**Policy:** Bertie County Emergency Services will provide initial orientation training and will monitor new staff member performances during the nine-month Probationary Period.

### **Procedure:**

#### **I. Standards.**

- a. The Orientation Program is designed to help all employees become familiar with essential operating procedures, patient care protocols, and policies of Bertie County Emergency Services.
- b. As part of the Orientation Program, all employees will receive information about the requirements of the position, compensation and benefits, policies, and other relevant information regarding both employment and patient care.
- c. During the Orientation Program, new employees are expected to attend all mandatory and other scheduled training sessions. Training sessions may include such topics as patient care, HIPAA and patient privacy, legal compliance, and other relevant patient care and employment related topics.
- d. Employees are encouraged to ask questions about their employment or the policies of Bertie County Emergency Services during any of the Orientation Programs. Even after the Orientation Program and Probationary Period ends, employees are encouraged to voice their concerns and pose questions to their supervisor or other member of management.

## Overtime/Compensatory Time

**Purpose:** To comply with state and federal laws concerning pay practices.

**Policy:** Bertie County Emergency Services will pay non-exempt employees overtime utilizing a rate of 1 ½ times their normal base rate for hours worked over 40 scheduled hours in a work week. Exempt employees will not earn overtime/compensatory time for time over 40 hours in a work week.

### **Procedure:**

#### **I. Eligibility**

- a. All non-exempt full-time personnel can be eligible for overtime/compensatory time.
- b. Any and all scheduled work actually performed in excess of forty (40) hours in a week will be paid at a rate of 1.5 times the employee's regular rate for scheduled overtime.
- c. Time spent on vacation, sick, holiday, or personal days will not count as hours worked, and will not be eligible in either calculating the number of hours worked in the week, or in making overtime payments.

#### **II. Standards**

- a. Due to operational demands, emergencies, weather conditions, or other job requirements, overtime work may be required. When required, employees are to report for duty as directed. Failure to do so could result in disciplinary action.
- b. All unscheduled overtime must receive the supervisor's authorization.
- c. All employees should be willing to work and make accommodations as necessary in the interest of patient care and the needs of Bertie County Emergency Services, especially that of always having adequate coverage for its ambulances.
- d. Salaried employees who also meet the duties established under the law for executive, administrative and professional employees are not eligible for overtime. Exempt personnel are expected to work the number of hours necessary to complete their job.

- e. When an employee works an extra shift or covers a special event they will receive overtime for the hours worked if it occurs in excess of 40 hours worked, otherwise, it will be paid as regular hours.
- f. All hours worked must be properly documented to ensure proper payment calculation, including overtime, where applicable.

## **Performance Feedback**

**Purpose:** To improve the quality of care that is provided to our patients through careful monitoring of staff performance, and to provide for wage increases to reward good job performance.

**Policy:** Bertie County Emergency Services will evaluate its employees to identify strengths and weaknesses and establish goals, with the objective of improving overall job performance.

### **Procedure:**

#### **I. Job Description**

- a. Each employee will receive a copy of his or her job description outlining the duties of that position. This includes new hires and individuals promoted to new positions within Bertie County Emergency Services.

#### **II. Performance Review**

- a. Bertie County Emergency Services will periodically monitor employee performance and provide informal and formal feedback based on performance evaluation criteria. Performance Feedback and Goal Setting will usually be done:
  1. At the end of the initial Probationary Period.
  2. During the annual review period.
  3. At the end of a new Probationary Period following a job transfer or reassignment to new duties.
  4. Following a significant change in job performance, for which an employee is placed on probation.
- b. Administration will review job descriptions with all employees at each annual performance appraisal date. At that meeting:
  1. An action plan will be established based for future appraisals.
  2. Strengths and weaknesses, and areas that are in need of improvement will be discussed.
  3. An evaluation will be based upon actions as they relate to job duties, as well as personnel, patient, and outsider interactions.

4. A review of any disciplinary actions, and appropriate course of action required in light of any disciplinary history may occur.
- c. Comments or disagreements with performance should be discussed openly during the review session. If an employee is not satisfied with a supervisor's explanation of a performance appraisal, he or she may review the objection with the next highest ranking official.
- d. Periodic informal review may also occur. Administration may provide regular verbal feedback to staff to continually monitor performance and to serve as a resource for the staff member.

## **Progressive Discipline**

**Purpose:** To ensure that staff members adhere to all essential policies and standards of performance and behavior established by Bertie County Emergency Services, and to initiate corrective action when those standards are not met.

**Policy:** Bertie County Emergency Services will follow a progressive discipline approach whenever possible and as appropriate based upon the severity of the offense, and other important factors to help ensure compliance with established policies and standards.

### **Procedure:**

#### **I. Background**

##### a. Progressive Disciplinary Model

1. Bertie County Emergency Services follows a progressive discipline model. It is a structured, but flexible disciplinary plan, whereby discipline will be handled in phases, and the severity of the discipline will generally increase based upon the severity or frequency of the violation.
2. Bertie County Emergency Services will use this model where appropriate and necessary, but certain violations may warrant immediate and more serious action, based upon the nature or degree of the violation and other factors.
3. Progressive discipline is accomplished through four levels of sanctions for disciplinary violations - verbal warning, written warning, final written warning, and termination. Bertie County Emergency Services will attempt to follow this progression whenever possible, but it may skip a step or move to more serious discipline in its discretion, depending on the particular circumstances.
4. An overlying theme to administration of discipline is to ensure thorough review of each situation and to make an objective determination. Staff members subject to discipline will have an opportunity to be heard and to present their “side of the story” whenever possible, so that “due process” is provided.

#### **II. Standards**

- a. Depending upon the nature and severity of the offense, interviews and statements of persons involved in the incident may be required.

- b. A supervisor or other member of management will initiate corrective counseling and impose appropriate discipline if necessary after an investigation of the incident has occurred.
- c. All personnel involved in any incident investigation are expected to fully cooperate with any such investigation.
- d. Corrective counseling will be used whenever possible to correct work performance and improper conduct, or in situations where policies such as our Privacy and Compliance Policies have been violated.
- e. Disciplinary action will be imposed only when necessary, depending on the facts and circumstances of the incident. At no time will any disciplinary action be based upon race, color, national origin, ancestry, religion, sex, age, disability, political belief, military service, or any other protected class.

### **III. Levels of Violations**

- a. Bertie County Emergency Services' Progressive Discipline Model is structured as follows:
  1. Verbal warning. Note is placed in the personnel file as a reminder only of the date of violation. Verbal warnings are cleared after one (1) year.
  2. Written warning. Written documentation shall be placed in the personnel file.
  3. Final Written Warning. Written documentation of the nature of the offense is placed in the personnel file.
  4. Termination from employment.
- b. Minor violations will typically begin with a verbal warning, while more serious violations can result in a Final Written Warning or in rare cases, termination. At all times, because of the at-will nature of employment, Bertie County Emergency Services reserves the right to impose any level of discipline upon any employee for any type of violation as is necessary to maintain operational integrity.

### **III. Types of Violations**

- a. The following are examples of the types of conduct that can result in discipline, as imposed at the discretion of a supervisor or other member of management, based upon the degree and frequency of the offense.

1. Violations of any Policy contained within this Handbook, including but not limited to:
  - Repeated absence or tardiness.
  - Failure to maintain required personnel records.
  - Rules infractions.
  - Damage or loss of Department property due to carelessness.
  - Inappropriate language or conduct toward other personnel, patients, healthcare facility staff, guests or vendors, in violation of the “Sexual and Other Harassment” Policy and Non-Discrimination Commitment.
  - Violation of the “Professional Conduct” or “General Compliance” Policies.
  - Participating in dangerous practical jokes and horseplay.
  - Violation of policies pertaining to patient privacy.
  - Unsatisfactory performance or conduct.
  - Falsification of timekeeping or reimbursement records.
  - Insubordination.
  - Deliberate and willful destruction or misuse of patient information or property.
  - Possession, use, or under the influence of drugs, in violation of the “Alcohol and Substance Abuse” Policy.
  - Violation of the “Workplace Violence” Policy.
  - Theft or other misappropriation of Department property.
2. Any patient care related offense, or other violation related to licensure, certification, or term of employment, based upon Bertie County Emergency Services or State EMS Agency requirements.

#### **IV. Documentation**

- a. All written warnings, investigations, and other documentation related to an incident investigation shall be retained in the staff member’s personnel file.

#### **V. Non-work Activities**

- a. Generally, Bertie County Emergency Services will not initiate corrective counseling or impose discipline for actions and events that occur on non-work time. However, to the extent that unacceptable off duty conduct affects Bertie County Emergency Services, or your ability to perform job duties, appropriate discipline may be imposed.
- b. A supervisor or appropriate member of management shall have the discretion to impose appropriate discipline in situations where off duty activities adversely affect Bertie County Emergency Services, its reputation, its obligations, or your ability to perform your job.

## **Reporting to Work Well Rested**

**Purpose:** To maintain high levels of quality patient care by ensuring that personnel are not overworked and are able to function effectively.

**Policy:** Bertie County Emergency Services encourages all employees to report to duty well rested, with a minimum of 8 hours of “down time”, and able to meet the needs of the public and patients that we serve.

### **Procedure:**

#### **I. Standards.**

- a. Because we provide emergency patient care, keen judgment, skill, and safe performance of job duties are required at all times. To do this, all personnel must report to work well-rested at the start of his or her scheduled shift.
- b. To the extent that a second job prohibits personnel from being able to perform their duties for Bertie County Emergency Services, because insufficient rest affects the quality of care, the staff member may be asked to go home, and be will not receive any pay for the remainder of the shift. Likewise, in situations where personnel appear overtired or otherwise exhausted due to insufficient rest, for any reason whatsoever, and where patient care may be affected, the personnel may be requested to return home, and be denied pay for the shift.
- c. In addition to other employment, personnel are asked to schedule other personal outside activities appropriately, so as to be well rested and alert when reporting for duty.
- d. Insufficient rest and other symptoms of exhaustion can affect the ability to perform job duties, and jeopardize the well-being of patients and co-workers. In the interest of maintaining a safe work environment, and our commitment to the highest level of patient care, we expect everyone’s cooperation with this Policy.
- e. A staff member who routinely arrives to work not well rested, or who shows signs of exhaustion such that patient care may be jeopardized may also face disciplinary action, up to and including termination.

## **Reporting Workplace Injury/Workers' Compensation**

**Purpose:** To comply with federal and state laws concerning safety in the workplace, to protect employees from injury in the workplace, and to provide wage loss and medical benefits when a staff member is injured on the job and cannot work.

**Policy:** Bertie County Emergency Services requires its employees to report all instances of injuries at the workplace so that appropriate steps may be taken. Strict adherence to this Policy is necessary to ensure appropriate benefits are provided when there is a bona fide workplace related illness or injury.

### **Procedure:**

#### **I. Standards**

- a. Any personnel suffering an injury while on-duty shall promptly advise their supervisor and complete appropriate paperwork, as required by Bertie County Human Resources and/or the relevant state agency. Injuries include, but are not limited to:
  1. Injuries of any nature sustained in any Bertie County Emergency Services vehicle (received while performing job duties).
  2. Injuries sustained as a result of moving and transporting patients.
  3. Injuries received as a result of patient care (i.e. needle sticks, cuts, possible infectious disease exposure).
  4. Injuries or illness that require medical treatment that occurred as a result of the performance of job duties.
- b. All relevant state agency reporting requirements shall apply.

## **Sleep Time on 24 Hour Shifts**

**Purpose:** To allow all employees who work a shift of at least 24 hours to sleep or rest during designated periods while on duty.

**Policy:** Bertie County Emergency Services offers a sleep time program to employees working 24 hour shifts or longer, in accordance with the following procedures.

### **Procedure:**

#### **I. Standards.**

- a. Emergency services may be required to work shifts of 24 hours or more to meet the needs of the Department and to ensure prompt provision of emergency medical services. When an employee works a 24-hour shift, the employee will be permitted to sleep or rest during designated rest periods during that shift.
- b. Due to the possibility of long-distance interfacility transfers, as well as standard 911 call volume, EMS and NET employees should report to work well rested for the start of their shifts, but are also permitted to sleep or rest when not actively involved in response or station duties. This is to help ensure the safety of both the crew and the patients in these situations.
- c. Crew members are permitted to sleep or rest at any point during their shift, but only at such time that all daily, weekly, and response duties have been completed in their entirety.
- d. Crew members should not sleep in the common areas of the stations, but rather go to the assigned sleeping quarters for the station. This helps to ensure that your partner is able to move about the station without having to worry about disrupting your sleep. It also reduces the public perception of crews not working should they come by the station.
- e. Only one crew member is permitted to be sleeping at any given time. This is to help ensure that phone calls are answered, radio traffic is monitored, and that someone is available to answer needs of the public should they come by the station.
- f. At no time is an employee to be out of uniform, even while sleeping. This is to both limit the risk of inappropriate contact or sights between employees, as well as continuing to ensure that the 90-second chute time is maintained.

## **Solicitation, Distribution of Literature, and Use of Bulletin Boards**

**Purpose:** To avoid distractions and unnecessary interruptions during work-time, and to avoid excessive clutter at our work sites.

**Policy:** Bertie County Emergency Services prohibits solicitation of one employee by another employee during working time, and distribution of unauthorized literature at all times.

### **Procedure:**

#### **I. Solicitation**

- a. Personnel are prohibited from solicitation while on “working time.”
  1. “Working time” is defined as all time when ones duties require that he or she be engaged in Bertie County Emergency Services related tasks, but does not include an employee's own time, or break time, or designated rest time or when not engaged in work activities
  2. To avoid annoyance to patients and others, solicitation is prohibited at all times in any patient care areas, including in any vehicle in which a patient is on board, or at the scene of an incident.

#### **II. Distribution of Literature**

- a. Personnel are not permitted to distribute advertising material, handbills, printed or written literature of any kind at any time in the work areas, including in any Bertie County Emergency Services vehicles.

#### **III Solicitation/Distribution by Non-Employees**

- a. Solicitation, distribution of literature, or trespassing by non-personnel on the premises is prohibited at all times.

#### **IV. Use of Bulletin Boards**

- a. Official Department bulletin boards are an important means of communicating information of interest and importance.
- b. Personnel should regularly check these Department boards for important announcements, schedule changes, continuing education classes, and so forth.
- c. These bulletin boards are for items of interest to the Department that are specifically related to Department workplace activities. Only management may post materials on the bulletin boards. These boards are not to be used for any

personal postings, fundraising activities, political views, and other non-Department related issues.

- d. Personnel shall not post or remove any material from the Department bulletin boards without permission from a supervisor.
- e. The Department may, in its discretion, establish a separate bulletin board for postings of general interest to all employees.

## **Wages and Pay Period**

**Purpose:** To ensure high quality of care and maintain integrity in the workplace and to make certain that staff members report to work and document the time worked.

**Policy:** As an emergency response agency, it is essential that all employees report to work on time and that they record work time completely and honestly.

### **Procedure:**

#### **I. Standards**

- a. All employees should be at their assigned workstations ready to respond at the start of their shift.
- b. All employees shall adhere to the terms of the “Scheduling” Policy, including the provisions for calling out, and trading shifts with other personnel.
- c. Due to the nature of our business, there are no designated meal breaks during the scheduled shift for field staff. Field staff members are paid for the full work shift and are permitted to take meal breaks as the call volume permits. All field staff members must remain ready to respond during meal breaks.
- d. Field staff members are expected to work their full shift, as reported on the work schedule, unless provisions have been made and approved by a supervisor, or unless an emergency situation warrants an early departure. In all cases, changes to the schedule must be approved of by your supervisor, and appropriate coverage must occur.

#### **II. Definitions**

- a. For purposes of this Policy, “Field Staff Members” means EMTs, Paramedics, and others actively engaged in patient care in the field.
- b. For purposes of this Policy, “Management Staff” means all administrative and financial staff who perform administrative functions and are not engaged in directly providing EMS or ambulance service.

#### **III. Work Week**

- a. The designated “work week” for Bertie County Emergency Services for calculating overtime eligibility and other purposes for EMS employees is the seven (7) consecutive days starting at 07:00am Sunday and ending at 07:00am the following Sunday. For NET employees, the “work week” is defined as the seven (7) consecutive days starting at 06:00am Sunday and ending at 06:00am the following Sunday.
- b. Because of the nature of our operation, there is no standard work shift. Each employee may have a different work shift, with different days off, within the standard pay week that runs from Sunday to Sunday.

#### **IV. Hours of Work**

- a. All employees will be assigned and expected to work the shift periods assigned to them.

#### **V. Recording Work Time.**

- a. Employees are responsible for clocking in and out using EMS Manager at the start and end of their shift. If an employee forgets to clock in/out, they should do so at the moment that they first remember and include the correct time in their notes.
- b. Anyone found falsifying a time clock entry or anyone clocking in/out another employee will be subject to discipline, up to and including termination of employment.
- c. Any employee who forgets to clock in/out may experience a delay in receiving their paycheck.

#### **VI. Pay Day**

- a. The official pay day is the every other Friday for Field Staff members, and last business day of the month for Management Staff.
- b. Paychecks issued on pay day will cover all regular, overtime, and holiday pay for the immediately preceding two weeks for Field Staff, and for the entire month for Management Staff.
- c. All staff is required to participate in Direct Deposit.

# **Section IV**

## **Operational Guidelines**

## OPERATIONS – GENERAL

**Purpose:** To provide continuity among all Bertie County Emergency Services personnel in understanding general operational standards whether they are of an emergency or non-emergency nature and to provide guidance in routine daily activities.

- A. **Report between crews:** The off-going and on-coming crews will meet in the designated area. The off-going crew will report the unit status to the on-coming crew. Last minute cleaning and restocking of the unit should take place at this time.
- B. **Daily Duties:** The following items are expected to be conducted each and every shift, and all station personnel are expected to participate, unless engaged in other approved activities. No crew member should be sleeping, watching TV, or doing other “down-time” activities while other crew members are actively engaged in daily duties.
- Check EMS Units to ensure all equipment is present and in good working order.
  - Wash EMS Units - (Exception: during inclement weather conditions)
  - Vacuum, Sweep, and Mop all Interior station floors
  - Sweep, and mop, apparatus floor if needed
  - Empty all trash cans and replace liners
  - Clean and Disinfect all bathrooms and replenish supplies
- C. **Weekly Duties:** The following items are expected to be conducted on the appropriate day of the week. These duties are to be performed by all station personnel before engaging in any “down-time” activities.

### **Monday**

- Inspect and replace all expired medical supplies. This includes medications, airway supplies, IV Fluids, catheters etc.
- Check all station medical supply inventory cabinets for expiration dates and replace as necessary.
- Report supply needs to the Clinical Affairs Officer.
- Trash to the curbside by 7:30, Station 1 only.

### **Tuesday**

- Daily Duties

### **Wednesday**

- Clean bay floors
- Clean up around the exterior of the station, including picking up cigarette butts, trash, and debris, and areas in front of the doors and bays.

## **Thursday**

- Daily duties.
- Trash to the curbside for collection at all stations by 7:30.

## **Friday**

- Extensive cleaning of station and living quarters
- Clean behind and under all furniture
- Dust all surfaces
- Clean all windows and window sills
- Clean all appliances
- Disinfect all tables and counter tops
- Inspect front and rear of stations for trash and debris - Remove as necessary
- Clean out refrigerator

## **Saturday**

- Daily Duties

## **Sunday**

- Decontamination of EMS units, including:
- Removal of all items inside the patient compartment area, wiping down inside cabinets using disinfectant cleaner
- Wipe down all surfaces inside the patient compartment and cab of the unit using disinfectant cleaner.
- Removal of equipment from all exterior compartments and wipe down all equipment using disinfectant cleaner.

D. Between Calls: Personnel will remain within their assigned response district, unless engaged in a specific task authorized by Administration.

E. Meal Breaks: Meal breaks are not guaranteed and will be taken as time is available between calls.

F. Chute Time: It is the responsibility of all EMS employees to ensure that they keep a chute time of under 90 seconds. Chute time is defined as the time from dispatch to the unit being en route. Units are en route when both crew members are in the unit and the vehicle is ready to leave for the call. Any crew member(s) found to habitually exceed a chute time 90 seconds will be subject to disciplinary action.

- G. **Response Times:** It is the responsibility of all EMS employees to ensure that the requirement to respond to calls in under 20 minutes, 90% of the time is met. This is both a Departmental, County, and State requirement. Any call that results in a response time of greater than 20 minutes is required to be reported to the EMS Division Chief, along with an explanation as to the reasons for being greater than 20 minutes. This should be done via email for record keeping purposes. Any crew member(s) with a pattern of habitually responding in excess of 20 minutes, may be subject to disciplinary action.
- H. **NET Response Times:** It is the responsibility of all NET employees to ensure that response times are met for both scheduled and non-scheduled trips.
1. **For scheduled trips:** Crews are expected to arrive at the designated pick up time given to them by the Transport Coordinator. There should be no reason for a crew to be late without direct notification to the Transport Coordinator.
  2. **For non-scheduled trips:** Crews are expected to respond to non-scheduled trips and be on site for pick up within 15 minutes for requests originating from within Bertie County, unless otherwise approved by the Transport Coordinator. For calls originating outside of Bertie County, crews are expected to be en route to the pick-up location within 10 minutes of notification.
  3. Any crew member(s) found to habitually violate these rules may be subject to disciplinary action.
- I. **Driver's License:** All employees must have a valid North Carolina driver's license and good driving record. Bertie County Emergency Services reserves the right to investigate driving records at any time deemed necessary.
- J. **Ambulance Seating:** There shall be no more than two (2) persons riding in the front of any Bertie County Emergency Services unit. No person riding shall sit on any equipment of other structure not designated for seating.
- K. **Seat Belt:** Seat belts and shoulder harnesses will be worn at all times when in the front of any Bertie County Emergency Services unit.
- L. **Backing:** When a patient is not on board the unit or does not require constant attention, the attending technician shall assist the driver in backing at all times by placing himself/herself near the rear of the vehicle and directing the driver. If you cannot see or hear the spotter **DO NOT BACKUP!** The driver should perform a 360 degree walk around the vehicle prior to getting into the driver's seat and backing. In short, unless patient care is actively in progress, an ambulance should never be in reverse without a spotter to guide them.

- M. Cleaning and restocking unit: Following a call, the driver is responsible for cleaning and restocking the unit. Both technicians are responsible for the supplies and cleanliness throughout the shift.
- N. Fueling: When fueling up a unit, turn off the vehicle's engine. Enter the correct mileage and your PIN number when accessing the pumps. Units will be fueled prior to completion of shift.
- O. Food/Drink: The consumption of food and drink in the ambulance is prohibited. The transportation, in the cab only, of food and drink. From a restaurant or store back to assigned station, is allowed as long the product remains unopened. No food or drink should be left on any unit.
- P. Building Security: Stations shall be secured at all times.
- Q. ID Cards: ID cards will be issued to each employee. Employees must have their ID cards with them at all times and visible when on-duty. Employees will be responsible for the cost (\$10) to replace a damaged or lost ID card.
- R. Personal Protective Equipment: PPE is furnished by Bertie County Emergency Services for the protection of employees. Its use is not elective, but required. Failure to utilize the proper PPE based on the situation is grounds for disciplinary action.

## **OPERATIONS-EMERGENCY**

- A. Emergency Situation: An emergency is defined as any situation requiring the response of Bertie County Emergency Services to unforeseen events or circumstances that could result in injury or illness requiring immediate emergency medical care.
- B. Call Assignment: Crews will be notified by unit number from Bertie 911 that they have an emergency assignment.
- C. Driver: The driver shall write down all necessary directions and information, verifying them on a map when necessary.
  - a. Attending Technician: During response, the attending technician will handle all radio traffic, assist the driver with directions, and watch for approaching traffic.
  - b. Intersections: BCES units will come to a complete stop at all intersections

where stop signs or red lights are displayed in the unit's direction of travel. Units shall proceed only when it has been determined that all traffic has yielded the right of way.

- c. Railroad Tracks: BCES units will come to a complete stop at all railroad crossing, turn off siren, and look both ways for oncoming trains before proceeding with emergency response.
- d. Emergency lights & Siren Use: When responding to an emergency call, BCES units shall use all emergency lights and sirens as required by state law.
- e. Speed Limits: On emergency calls drive safely and defensively. Under no circumstance shall posted limits be exceeded by more than fifteen (15) MPH.
- f. Stopping in Roadway: When a unit arrives on the scene and must be stopped in the roadway, emergency lights will be left on at all times with the high idle engaged.

D. County Lines: Respond without delay. Lines will be disregarded on emergency calls. Emergency care will be rendered regardless of the location. At the earliest convenient time county involved will be notified of the call.

- a. Triage: When more than one person requires emergency care, the technicians will work as a team to triage the patients. If additional assistance is needed the senior technician will notify Bertie 911 of additional resources needed.

E. Additional Ambulances: When additional ambulances are needed the senior technician will assign and designate priority patients to the assisting units and establish Incident Command, until an EMS officer arrives and assumes command.

F. Patient care/equipment: On every call the crew will take inside the scene location, the jump bag, oxygen, monitor, and the stretcher should be taken to the door. Only in circumstances in which the patient is clearly visible before the crew exits the vehicle, is it acceptable for the crew to not bring all equipment to the patient's side.

G. Abandonment: The attending technician will not leave the patient for any reason and will remain with the patient until relieved by someone with equal or higher certification or nursing staff upon arrival at the Emergency Department.

H. Emergency lifting Assistance: On emergency calls where lifting assistance is needed, request the on duty Supervisor for additional manpower with first consideration given to the patients urgency.

I. Refusal of Care: When a patient who is in need of medical care refuses care, every effort shall be made to get the patient to accompany you to a medical facility. After a patient

repeatedly refuses transportation, under N.C. State Law, Emergency Medical Service EMTs cannot forcibly restrain a patient and force transportation against his wishes. Make a reasonable effort to obtain a release signature on the appropriate refusal form. Attempt to have a bystander, fire fighter, or law enforcement officer sign as witnessing the refusal.

- J. Minor Patients Refusing Care: In cases of patients under 18 years of age refusing transportation, only a parent or legal guardian can override the minor's decision. In cases of life threatening symptoms, the EMT can determine that the minor is unable to care for himself and may act in his best interest.
1. Reasonable effort should be made to contact a parent or legal guardian prior to leaving the minor patient, or treating the patient, if it is not immediately life threatening.
  2. **Efforts to contact parent or legal guardian should be made through the 911 center so that the call can be recorded.**
  3. All attempts at contacting the parent should be clearly documented, as well as instructions received from a parent. Failed attempts at contact should also be clearly documented, and if possible witnessed. Documentation of a reasonable effort is of the utmost importance under these circumstances.
- K. Disaster Situations & Response: Upon becoming aware of an EMS disaster/MCI alert issued by EMS Administration, **all vacation, educational leave, and/or other types of leave shall be cancelled** for the duration of the event. All BCES personnel shall be available for immediate call back via home or cell phone, radio, or pager and be prepared for a minimum 72 hour deployment once recalled for duty. Please refer to specific disaster plans for further information. Examples include but are not limited to: Hurricanes, mass casualty events involving large numbers of patients, and pandemic situations.
- L. Patient Care Reports: Patient care reports (PCRs) are to be completed as soon as possible upon completion of the call. All PCRs are required to be completed prior to the end of a crew member's shift. Only in rare, or extreme circumstances will an employee be permitted to not complete a PCR prior to the end of their shift, and only with direct approval from Administration.

## **OPERATION-NON EMERGENCY**

- A. Non-Emergency Situation: A non-emergency situation is any not meeting the criteria for an emergency.
- B. Traffic Regulations: All emergency traffic shall have priority over non-emergency traffic. Vehicles operating on non-emergency call will obey all traffic regulations.
- C. Routine Lifting Assistance: BCES crews needing additional manpower should request another EMS unit or their supervisor. First responders should be used only if other EMS help is not available.

## **COMMUNICATIONS/ RADIO USAGE**

- A. Listen: There are no private frequencies. You should listen prior to keying the transmit button to minimize interference or confusion.
- B. Remain Calm: Words or voice inflections that indicate irritation, disgust, or sarcasm, will not be used.
- C. Avoid Familiarity: Use unit or personnel number on the radio, NOT NAMES.
- D. 2400 Hour Time: Express all times in the 24-hour system.
- E. Plain Text: All radio traffic by BCES personnel shall be in plain English. The use of 10-codes, color codes, or signals can cause confusion and will not be used.
- F. Use of Patients Name: a patient's name will not be used over the radio at any time.

## **PATIENTS UNDER ARREST & MENTAL PATIENTS**

- A. Patient Under Arrest: Any patient under arrest is under the authority of the law enforcement agency. The law enforcement agency can dictate the patient's disposition in treatment and/or transportation. If the prisoner is transported, he/she must be accompanied by law enforcement officer at all times. Following in another vehicle is not sufficient.
- B. Voluntary Commitments: For mental patients being voluntarily committed to a medical facility, the technician or family member may act in their behalf in admitting them. Law enforcement is not required to accompany the patient.

Involuntary Commitments: Mental patients being involuntarily committed must be accompanied by a law enforcement officer. A patient will not be committed without a

law enforcement officer present to release custody. Transportation out of Bertie County is the responsibility of the Bertie County Sheriff's Office and EMS may be contacted to assist in transporting the patient to an appropriate medical facility. The on-duty medical control physician or the physician evaluating the patient must request an ambulance and indicate a medical necessity for transport by ambulance.

# **Section V**

## **Narcotics Policy**

## **Obtaining Narcotics**

All narcotic supplies will be purchased through approved vendors, utilizing the DEA Form -222 (Official Order Forms - Schedules I & II).

Order Forms must be completed and handled according to the instructions on the reverse of the form (DEA-222) being sure to record the amount and date received.

Supplies received shall be inspected for expiration dates and damage potential prior to acknowledgement of receipt.

A copy of the DEA-222 should be included in the notebook contained inside of the main narcotics safe.

### **E. Controlled Substance Procedures**

1. At the completion of a shift, both the on-coming and off-going Paramedic will report to the ambulance and visually inspect the controlled substances together. Inspection will include ensuring that the narcotics are sealed and recording the drug seal number on the appropriate check-off sheet, as well as ensuring the quantity of each controlled substance is correct and recorded on the check-off sheet as well.
2. Both Paramedics are to sign the controlled substance check-off sheet at the point in which the visual inspection is done at shift change. There should never be a circumstance in which pre-signing of the check-off sheet is performed.
3. The Paramedic is to maintain possession of the carabiner containing the lock box key at all times. At no time should the key be passed to a lower certified technician or not be in the Paramedic's direct possession. In the event a Paramedic needs to leave without coverage arriving, the EMS Division Chief should be contacted for instructions on how to properly secure the narcotics.
4. After administration of any controlled substance, the Paramedic should waste any remaining medication in the presence of a nurse or physician at the ED, not their partner on the EMS unit. If no medication is to be wasted, the empty medication container and delivery device should still be shown to either a nurse or physician at the ED. Once completed, the nurse or physician should sign as a witness on the appropriate section of the controlled substance log. Only in circumstances in which the staff at the ED is unwilling to sign as a witness should the Paramedic have their partner serve as the witness. This is to limit the risk of possible diversion.

5. All controlled substance administrations are to be recorded in the controlled substance log, to include the date, PCR number, medication administered, amount given, amount wasted, Paramedic signature, and witness signature.
6. Once the call is completed, if it is prior to 2200hrs, the Paramedic should contact the EMS Division Chief, or the Emergency Services Director in the Chief's absence, to resupply the medication administered.
7. If it is after 2200hrs, unless the amount on hand on the EMS unit is above 50% of daily quantities, notification can wait until the next morning. If the stock is below 50%, immediate notification should be made to the Chief or Director for resupply.
8. Random inspections of controlled substances will be performed monthly, to include a check of the count, as well as check-off sheet.
9. Any employee suspected of improperly using or handling controlled substances will be subject to the terms of the substance abuse testing policy.

### **Policy Enforcement**

Failure to properly comply with the aforementioned policy will result in the following personnel actions being taken.

- First offense will result in a **FINAL WRITTEN WARNING**.
- Second offense may result in **TERMINATION**

It is imperative that this policy be strictly adhered to.

# **Section VI**

## **Forms and Other Resource Materials**

**ATTACHMENT A**  
**Handbook Acknowledgment**

This Personnel Handbook describes important information about Bertie County Emergency Services, and I understand that I should consult with Bertie County Emergency Services management regarding any questions not answered in the Handbook. However, it is not all-inclusive of the policies or procedures of Bertie County Emergency Services.

The information, Policies and benefits described in this Handbook are subject to change. Whenever possible, all such changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies at any time and without any prior notice.

As an employee, I have entered into my relationship with Bertie County Emergency Services voluntarily and acknowledge that there is no guarantee of employment. Accordingly, either Bertie County Emergency Services or I can terminate the relationship at any time. I understand that this Handbook is not a contract of employment.

I have received the Handbook and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it.

I also understand that I will be subject to any appropriate disciplinary action, in accordance with guidelines set forth in this Handbook, for violations of policies set forth herein. Again, it is my responsibility to read all of these policies, and ignorance of the policy will not be a valid excuse for any policy violation, because it is my responsibility to understand these policies and ask any questions to help clarify anything in which I have questions about.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE NAME (TYPED OR PRINTED)

\_\_\_\_\_  
ADMINISTRATIVE SIGNATURE

\_\_\_\_\_  
DATE



# TOWN OF WINDSOR

Windsor, North Carolina 27983

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MAYOR  
 James F. Hoggard

COMMISSIONERS  
 Bobby N. Brown  
 Cathy E. Wilson  
 Lawrence Carter, Jr.  
 Jonathan S. Powell, III  
 David O. Overton

TOWN ADMINISTRATOR  
 L. Allen Castelleo

September 17, 2014

Mr. Wallace Perry, Chairman  
 Bertie County Board of Commissioners  
 Windsor, NC 27983

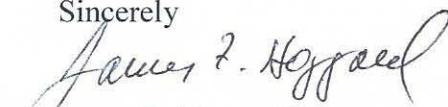
Dear Chairman Perry,

For some time now we have been receiving citizen complaints about the incessant siren noise coming from rescue vehicles in residential areas. However in the middle of the night when there is not a vehicle in sight they still turn on the siren before leaving the station. They do this even where they observe the speed limit, which seems to imply no real emergency. We have observed in the daytime the use of the siren in the business district when emergency personnel are not exceeding the limits again indicating no emergency. Enclosed are two North Carolina statutes showing no requirement to utilize sirens. They actually turn them on before leaving their premises. No one complains about the use of a siren in an emergency but sirens should not be employed on every call. Again, there is no law requiring the use of the siren.

The sheriff's department uses a common sense approach in residential neighborhoods. I live a block from the department and can't tell you when I have heard their sirens. The Windsor Police department employs a reasonable approach using officer discretion. The local fire department uses the siren if traffic dictates. In fact the fire department did away with the old stationary sirens when firemen got pagers.

We are pleased to furnish a good facility for badly needed emergency services. We also feel that we are due some consideration concerning this unnecessary noise. Various people have approached the county emergency manager and the squad manager to no avail. We ask that you develop and enforce a reasonable accommodative program that in no way jeopardizes safety. Our citizens aren't unreasonable and do deserve fair consideration.

Sincerely

  
 James F. Hoggard  
 Mayor

CASE NOTES

**Instruction in Prosecution for Involuntary Manslaughter Held Erroneous.** — In a prosecution for involuntary manslaughter arising out of a violation of this section, instruction which failed to require the jury to find beyond a reasonable doubt that the deliberate and inten-

tional violation of the speed statute upon the part of defendant was a proximate cause of the collision which inflicted the injuries resulting in death was erroneous. State v. Sawyer, 11 N.C. App. 81, 180 S.E.2d 387 (1971).

**§ 20-145. When speed limit not applicable.**

The speed limitations set forth in this Article shall not apply to vehicles when operated with due regard for safety under the direction of the police in the chase or apprehension of violators of the law or of persons charged with or suspected of any such violation, nor to fire department or fire patrol vehicles when traveling in response to a fire alarm, nor to public or private ambulances and rescue squad emergency service vehicles when traveling in emergencies, nor to vehicles operated by county fire marshals and civil preparedness coordinators when traveling in the performances of their duties, nor to any of the following when either operated by a law enforcement officer in the chase or apprehension of violators of the law or of persons charged with or suspected of any such violation, when traveling in response to a fire alarm, or for other emergency response purposes: (i) a vehicle operated by the Division of Marine Fisheries or the Division of Parks and Recreation of the Department of Environment and Natural Resources or (ii) a vehicle operated by the North Carolina Forest Service of the Department of Agriculture and Consumer Services. This exemption shall not, however, protect the driver of any such vehicle from the consequence of a reckless disregard of the safety of others.

**History.**

1937, c. 407, s. 107; 1947, c. 987; 1971, c. 5; 1977, c. 52, s. 3; 1985, c. 454, s. 5; 2013-415, s. 1(c).

**Effect of Amendments.**

Session Laws 2013-415, s. 1(c), effective October 1, 2013, inserted "nor to any of the following when either operated by a law enforcement officer in the chase or apprehension of violators of the law or of persons charged with or suspected of any such violation, when traveling in response to a fire alarm, or for other emergency response purposes: (i) a vehicle operated by the Division of Marine Fisheries or the Division of Parks and Recreation of the Department of

Environment and Natural Resources or (ii)

*Does not state that sirens must be on*

**CASE 1**

**Other Exemptions for Police Vehicles Not Precluded.** — The legislature, by including the express exemption for police vehicles when operated with due regard for safety in this section, did not thereby evidence an intent that there be no exemption under any circumstances from other sections of the Motor Vehicle Act for police vehicles while being similarly

but also police who receive notice of the p and respond by proceeding to the scene

purpose of assisting in the chase. State v. Flaherty, 55 N.C. S.E.2d 565 (1981).

**Balancing Test Applied by Officers.** — In pursuing a fleeing enforcement officer must conduct test, weighing the interests of jehending the fleeing suspect wit of the public in not being subjable risks of injury. Parish v. Hil 513 S.E.2d 547 (1999).

**Standard of Care Applied Officers.** — The fact that a p exempt from the operation of tra or enjoys certain prior rights o cles does not permit the operator to drive in reckless disregard ( others, nor does it relieve him fi duty of exercising due care. C liams, 251 N.C. 128, 110 S.E. overruled in part, Young v. Wo 459, 471 S.E.2d 357 (1996).

An officer, when in pursuit of not to be deemed negligent me fails to observe the requireme Vehicle Act. His conduct is to b tested by another standard. H observe the care which a reas man would exercise in the disc duties of a like nature und stances. Goddard v. Williams, 2: S.E.2d 820 (1959), overruled in Woodall, 343 N.C. 459, 471 S.E

For discussion of the actio man, who is serving as a meml Carolina state highway patr when he tries to stop a motor v ing too closely and the driver of not stop. McMillan v. Newton, 6 306 S.E.2d 470, cert. denied, 3( S.E.2d 350 (1983).

The standard of care under t reckless disregard of the safe gross negligence, and this s whether or not the pursuing was in the collision. Young v. W 459, 471 S.E.2d 357 (1996).

Standard of care a police ( when acting within the contou is that of gross negligence. . Durham, 168 N.C. App. 433, 2005 N.C. App. LEXIS 337 ( N.C. 81, 622 S.E.2d 596 (2005

City and one of its officer summary judgment with rega an's gross negligence claim : struck by a police cruiser, be man failed to show any triabl e gross negligence on the p officer responding to a backu man's own deposition testim e had heard sirens and r eceeded into the street, agai

Pittman, 237 N.C. 328, 75  
his motorcycle upon the high-  
no duty to assume that a  
to yield to him the right-of-  
rightfully his, and he was  
assumption even to the last  
de v. Rooks, 197 F. Supp. 313

**on Dirt Ramp Across High-**  
ion is applicable at such times  
cross a highway is open for  
t it does not apply at such  
p is closed by the flagmen. At  
the ramp is closed, public  
right to use it, but must stop  
ht-of-way to contractor's man-  
nan's signal to stop is at least  
gally established stop sign or  
ersection. C.C.T. Equip. Co. v.  
N.C. 277, 123 S.E.2d 802

subsection (a) of this section. a  
e improvement of an airport  
permission to maintain a dirt  
highway was under a duty.  
its earth-moving equipment  
he ramp, to exercise due care  
movement could be made with-  
ut injury to users of the high-  
m, Inc. v. Gasperson, 262 N.C.  
4 (1964).

**ld right-of-way to traffic on**  
**ay did not compel a finding**  
**negligence** as a matter of  
as evidence that traffic on the  
ed with a red traffic light and  
ence of anything to give notice  
n the highway would not obey  
signal. Galloway v. Hartman.  
3 S.E.2d 727 (1967).

**"Dominant" and "Servient"**  
**ry.** — While use of the words  
servient" may not be precisely  
ing to the roads in question.  
(a) of this section in instruc-  
; where the judge instructed  
principles of law applicable to  
efendant was not prejudiced  
v. Greene, 289 N.C. 281, 221  
)

or prejudicial to defendant in  
se of the term "servient high-  
stead of "private road or drive"  
he jury. Penland v. Greene, 24  
O.S.E.2d 505 (1974), aff'd, 289  
E.2d 365 (1976).

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stead of "private road or drive"  
he jury. Penland v. Greene, 24  
O.S.E.2d 505 (1974), aff'd, 289  
E.2d 365 (1976).

**III. RIGHT-OF-WAY OF EMERGENCY VEHICLES.**

**When Emergency Vehicle Has Right-of-Way Privilege.** — If the operator of an authorized emergency vehicle bona fide believes that an emergency exists which requires expeditious movement and meets the statutory test by giving warning, he is accorded the necessary

ileges accorded emergency ambulances by this section to be extended to apply to intersections controlled by automatic traffic lights. Upchurch v. Hudson Funeral Home, 263 N.C. 560, 140 S.E.2d 17 (1965); State v. Flaherty, 55 N.C. App. 14, 284 S.E.2d 565 (1981).

**Right of Operator of Emergency Vehicle to Assume That Other Drivers Will Yield.**

— The operator of an authorized emergency vehicle, while on an emergency call, has the right to proceed upon the assumption that when the required signal by siren is given, other users of the highway will yield the right-of-way. Williams v. Sossoman's Funeral Home, 248 N.C. 524, 103 S.E.2d 714 (1958).

**The audible sound which this section requires** is such a sound as was in fact heard and comprehended, or which should have been heard and its meaning understood, by a reasonably prudent operator called upon to yield the right-of-way. McEwen Funeral Serv. v. Charlotte City Coach Lines, 248 N.C. 146, 102 S.E.2d 816 (1958); Williams v. Sossoman's Funeral Home, 248 N.C. 524, 103 S.E.2d 714 (1958).

**ment, fire department or rescue ambulances; driving over fire hose or equipment; parking, etc., near law tment, or rescue squad vehicle or**

*does not state  
the emergency  
vehicles must  
utilize siren*

**ambulance.**

(a) Upon the approach of any law enforcement or fire department vehicle or public or private ambulance or rescue squad emergency service vehicle, or a vehicle operated by the Division of Marine Fisheries, or the Division of Parks and Recreation of the Department of Environment and Natural Resources, or the North Carolina Forest Service of the Department of Agriculture and Consumer Services when traveling in response to a fire alarm or other emergency response purpose, giving warning signal by appropriate light and by audible bell, siren or exhaust whistle, audible under normal conditions from a distance not less than 1000 feet, the driver of every other vehicle shall immediately drive the same to a position as near as possible and parallel to the right-hand edge or curb, clear of any intersection of streets or highways, and shall stop and remain in such position unless otherwise directed by a law enforcement or traffic officer until the law enforcement or fire department vehicle, or the vehicle operated by the Division of Marine Fisheries, or the Division of Parks and Recreation of the Department of Environment and Natural Resources, or the North Carolina Forest Service of the Department of Agriculture and Consumer Services, or the public or private ambulance or rescue squad emergency service vehicle shall have passed. Provided, however, this subsection shall not apply to vehicles traveling in the opposite direction of the vehicles herein enumerated when traveling on a four-lane limited access highway with a median divider dividing the highway for vehicles traveling in opposite directions, and provided further that the violation of this subsection

Gentlemen:

After reviewing the Town of Windsor's correspondence, I believe this proposed policy accurately reflects the Mayor's request.

*It is the intent of Bertie County and its staff operating emergency vehicles to obey all pertinent NC General Statutes as related to use of adequate warning devices including lights, sirens and other audible devices in a reasonable and safe manner.*

*Drivers and operators of emergency vehicles including EMS ambulances are expected to adhere to these General Statutes, and it is within the operator's discretion to use audible warning devices (sirens) only when the situation warrants, using common sense, especially when approaching and traveling through residential neighborhoods in municipalities and other areas of the County.*

*The use of the siren is not necessary on every call, and said use is not required by law.*

The above stated policy is NOT my recommendation, but unless we can provide the EMS employees with a clear and concise interpretation for the County's policy on the appropriate use of audible warning signals (sirens), we should affirm the Town's request, giving our staff clear direction!

**County Manager's recommendation:** All emergency EMS calls require both lights and sirens.

GS 20-145 requires that every ambulance shall be equipped with special lights, bells, sirens, horns or exhaust whistles; and that operators of all such vehicles so equipped are hereby authorized to use such equipment at all times while engaged in the performance of their duties and services, while in the performance of their duties and services, both within their respective corporate limits and beyond.

GS 20-156 which requires that all motor vehicle drivers (e.g. private citizens) shall yield the right-of-way to emergency response vehicles, when used for emergency response purposes, "when the operators of said vehicles are giving a warning signal by appropriate light and by bell, siren or exhaust whistle audible under normal circumstances from a distance not less than 1,00 feet.

There is no provision in the NC General Statutes or the NC Operator Emergency Driver training modules which allows for operating an ambulance, while in emergency response mode, with just lights, and no siren.

**§ 20-125. Horns and warning devices.**

(a) Every motor vehicle when operated upon a highway shall be equipped with a horn in good working order capable of emitting sound audible under normal conditions from a distance of not less than 200 feet, and it shall be unlawful, except as otherwise provided in this section, for any vehicle to be equipped with or for any person to use upon a vehicle any siren, compression or spark plug whistle or for any person at any time to use a horn otherwise than as a reasonable warning or to make any unnecessary or unreasonable loud or harsh sound by means of a horn or other warning device. All such horns and warning devices shall be maintained in good working order and shall conform to regulation not inconsistent with this section to be promulgated by the Commissioner.

(b) Every vehicle owned or operated by a police department or by the Department of Public Safety including the State Highway Patrol or by the Wildlife Resources Commission or the Division of Marine Fisheries, or by the Division of Parks and Recreation of the Department of Environment and Natural Resources, or by the North Carolina Forest Service of the Department of Agriculture and Consumer Services, and used exclusively for law enforcement, firefighting, or other emergency response purposes, or by the Division of Emergency Management, or by a fire department, either municipal or rural, or by a fire patrol, whether such fire department or patrol be a paid organization or a voluntary association, vehicles used by an organ procurement organization or agency for the recovery and transportation of human tissues and organs for transplantation, and every ambulance or emergency medical service emergency support vehicle used for answering emergency calls, shall be equipped with special lights, bells, sirens, horns or exhaust whistles of a type approved by the Commissioner of Motor Vehicles.

The operators of all such vehicles so equipped are hereby authorized to use such equipment at all times while engaged in the performance of their duties and services, both within their respective corporate limits and beyond.

In addition to the use of special equipment authorized and required by this subsection, the chief and assistant chiefs of any police department or of any fire department, whether the same be municipal or rural, paid or voluntary, county fire marshals, assistant fire marshals, transplant coordinators, and emergency management coordinators, are hereby authorized to use such special equipment on privately owned vehicles operated by them while actually engaged in the performance of their official or semiofficial duties or services either within or beyond their respective corporate limits.

And vehicles driven by law enforcement officers of the North Carolina Division of Motor Vehicles shall be equipped with a bell, siren, or exhaust whistle of a type approved by the Commissioner, and all vehicles owned and operated by the State Bureau of Investigation for the use of its agents and officers in the performance of their official duties may be equipped with special lights, bells, sirens, horns or exhaust whistles of a type approved by the Commissioner of Motor Vehicles.

Every vehicle used or operated for law enforcement purposes by the sheriff or any salaried deputy sheriff or salaried rural policeman of any county, whether owned by the county or not, may be, but is not required to be, equipped with special lights, bells, sirens, horns or exhaust whistles of a type approved by the Commissioner of Motor Vehicles. Such special equipment shall not be operated or activated by any person except by a law enforcement officer while actively engaged in performing law enforcement duties.

In addition to the use of special equipment authorized and required by this subsection, the chief and assistant chiefs of each emergency rescue squad which is recognized or sponsored by any municipality or civil preparedness agency, are hereby authorized to use such special equipment on privately owned vehicles operated by them while actually engaged in their official or semiofficial duties or services either within or beyond the corporate limits of the municipality which recognizes or sponsors such organization.

(c) Repealed by Session Laws 1979, c. 653, s. 2. (1937, c. 407, s. 88; 1951, cc. 392, 1161; 1955, c. 1224; 1959, c. 166, s. 1; c. 494; c. 1170, s. 1; c. 1209; 1965, c. 257; 1975, c. 588; c. 734, s. 15; 1977, c. 52, s. 1; c. 438, s. 1; 1979, c. 653, s. 2; 1981, c. 964, s. 19; 1983, c. 32, s. 2; c. 768, s. 5; 1987, c. 266; 1989, c. 537; 1989 (Reg. Sess., 1990), c. 1020, s. 1; 1993 (Reg. Sess., 1994), c. 719, s. 2; 2011-145, s. 19.1 (g); 2013-415, s. 1(a).)

§ 20-156. Exceptions to the right-of-way rule.

(a) The driver of a vehicle about to enter or cross a highway from an alley, building entrance, private road, or driveway shall yield the right-of-way to all vehicles approaching on the highway to be entered.

(b) The driver of a vehicle upon the highway shall yield the right-of-way to police and fire department vehicles and public and private ambulances, vehicles used by an organ procurement organization or agency for the recovery or transportation of human tissues and organs for transplantation or a vehicle operated by a transplant coordinator who is an employee of an organ procurement organization or agency when the transplant coordinator is responding to a call to recover or transport human tissues or organs for transplantation, and to rescue squad emergency service vehicles and vehicles operated by county fire marshals and civil preparedness coordinators, and to a vehicle operated by the Division of Marine Fisheries or the Division of Parks and Recreation of the Department of Environment and Natural Resources when used for law enforcement, firefighting, or other emergency response purpose, and to a vehicle operated by the North Carolina Forest Service of the Department of Agriculture and Consumer Services when used for a law enforcement, firefighting, or other emergency response purpose, when the operators of said vehicles are giving a warning signal by appropriate light and by bell, siren or exhaust whistle audible under normal conditions from a distance not less than 1,000 feet. When appropriate warning signals are being given, as provided in this subsection, an emergency vehicle may proceed through an intersection or other place when the emergency vehicle is facing a stop sign, a yield sign, or a traffic light which is emitting a flashing strobe signal or a beam of steady or flashing red light. This provision shall not operate to relieve the driver of a police or fire department vehicle, or a vehicle owned or operated by the Department of Environment and Natural Resources, or the Department of Agriculture and Consumer Services, or public or private ambulance or vehicles used by an organ procurement organization or agency for the recovery or transportation of human tissues and organs for transplantation or a vehicle operated by a transplant coordinator who is an employee of an organ procurement organization or agency when the transplant coordinator is responding to a call to recover or transport human tissues or organs for transplantation, or rescue squad emergency service vehicle or county fire marshals or civil preparedness coordinators from the duty to drive with due regard for the safety of all persons using the highway, nor shall it protect the driver of any such vehicle or county fire marshal or civil preparedness coordinator from the consequence of any arbitrary exercise of such right-of-way. (1937, c. 407, s. 118; 1971, cc. 78, 106; 1973, c. 1330, s. 21; 1977, c. 52, s. 4; c. 438, s. 3; 1985, c. 427; 1989, c. 537, s. 3; 2013-415, s. 1(d).)

\* warning by light AND Bell, siren or exhaust whistle  
does not say light or siren

**§ 20-157. Approach of law enforcement, fire department or rescue squad vehicles or ambulances; driving over fire hose or blocking fire-fighting equipment; parking, etc., near law enforcement, fire department, or rescue squad vehicle or ambulance.**

(a) Upon the approach of any law enforcement or fire department vehicle or public or private ambulance or rescue squad emergency service vehicle, or a vehicle operated by the Division of Marine Fisheries, or the Division of Parks and Recreation of the Department of Environment and Natural Resources, or the North Carolina Forest Service of the Department of Agriculture and Consumer Services when traveling in response to a fire alarm or other emergency response purpose, giving warning signal by appropriate light and by audible bell, siren or exhaust whistle, audible under normal conditions from a distance not less than 1000 feet, the driver of every other vehicle shall immediately drive the same to a position as near as possible and parallel to the right-hand edge or curb, clear of any intersection of streets or highways, and shall stop and remain in such position unless otherwise directed by a law enforcement or traffic officer until the law enforcement or fire department vehicle, or the vehicle operated by the Division of Marine Fisheries, or the Division of Parks and Recreation of the Department of Environment and Natural Resources, or the North Carolina Forest Service of the Department of Agriculture and Consumer Services, or the public or private ambulance or rescue squad emergency service vehicle shall have passed. Provided, however, this subsection shall not apply to vehicles traveling in the opposite direction of the vehicles herein enumerated when traveling on a four-lane limited access highway with a median divider dividing the highway for vehicles traveling in opposite directions, and provided further that the violation of this subsection shall be negligence per se. Violation of this subsection is a Class 2 misdemeanor.

(b) It shall be unlawful for the driver of any vehicle other than one on official business to follow any fire apparatus traveling in response to a fire alarm closer than one block or to drive into or park such vehicle within one block where fire apparatus has stopped in answer to a fire alarm.

(c) Outside of the corporate limits of any city or town it shall be unlawful for the driver of any vehicle other than one on official business to follow any fire apparatus traveling in response to a fire alarm closer than 400 feet or to drive into or park such vehicle within a space of 400 feet from where fire apparatus has stopped in answer to a fire alarm.

(d) It shall be unlawful to drive a motor vehicle over a fire hose or any other equipment that is being used at a fire at any time, or to block a fire-fighting apparatus or any other equipment from its source of supply regardless of its distance from the fire.

(e) It shall be unlawful for the driver of a vehicle, other than one on official business, to park and leave standing such vehicle within 100 feet of law enforcement or fire department vehicles, public or private ambulances, or rescue squad emergency vehicles which are engaged in the investigation of an accident or engaged in rendering assistance to victims of such accident.

(f) When an authorized emergency vehicle as described in subsection (a) of this section or any public service vehicle is parked or standing within 12 feet of a roadway and is giving a warning signal by appropriate light, the driver of every other approaching vehicle shall, as soon as it is safe and when not otherwise directed by an individual lawfully directing traffic, do one of the following:

- (1) Move the vehicle into a lane that is not the lane nearest the parked or standing authorized emergency vehicle or public service vehicle and continue traveling in that lane until safely clear of the authorized emergency vehicle. This paragraph applies only if the roadway has at least two lanes for traffic proceeding in the direction of the approaching vehicle and if the approaching vehicle may change lanes safely and without interfering with any vehicular traffic.
- (2) Slow the vehicle, maintaining a safe speed for traffic conditions, and operate the vehicle at a reduced speed and be prepared to stop until completely past the authorized emergency vehicle or public service vehicle. This paragraph applies only if the roadway has only one lane for traffic proceeding in the direction of the approaching vehicle or if the approaching vehicle may not change lanes safely and without interfering with any vehicular traffic.

# **LESSON THREE**

## **Driver/Operator: EVD – Emergency Response Driving**

**DOMAIN:** COGNITIVE

**LEVEL OF LEARNING:** COMPREHENSION/APPLICATION

### **MATERIALS**

NFPA 1002 Standard on Fire Apparatus Driver/Operator Professional Qualifications, 2009 Edition; North Carolina Motor Vehicle Laws; VFIS, 2008 Driver Training Student Manual; IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition; Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition.

### **NFPA 1002 JPRs, 2009 Edition**

- 4.3.1 Operate a fire department vehicle, given a vehicle and a predetermined route on a public way that incorporates the maneuvers and features that the driver/operator is expected to encounter during normal operations.
  
- 4.3.6 Operate a vehicle using defensive driving techniques under emergency conditions so that the control of the vehicle is maintained.

### **TERMINAL OBJECTIVE**

The Emergency Vehicle Driver candidate given a written exam shall correctly describe the critical aspects of emergency response driving.

### **ENABLING OBJECTIVES**

- 1. The Emergency Vehicle Driver candidate shall correctly list, in writing, the principals of defensive driving.

## **OBJECTIVE PAGE**

2. The Emergency Vehicle Driver candidate, given a written exam, shall correctly describe the proper use of visible and audible warning devices.
3. The Emergency Vehicle Driver candidate shall correctly describe, in writing, the elements of space management.
4. The Emergency Vehicle Driver candidate shall correctly describe, in writing, the rules of speed management.
5. The Emergency Vehicle Driver candidate shall correctly describe, in writing, the basic maneuvers required to safely operate emergency vehicles.
6. The Emergency Vehicle Driver candidate shall correctly identify, in writing, the methods required for operating emergency vehicles under adverse conditions.
7. The Emergency Vehicle Driver candidate shall correctly identify, in writing, the methods for safe operation of the emergency vehicle in hazardous locations.
8. The Emergency Vehicle Driver/Operator candidate shall correctly describe in writing components that lead to vehicle rollovers and methods to prevent potential rollover situations
9. The Emergency Vehicle Driver candidate shall correctly describe, in writing, the considerations for correctly placing the emergency vehicle at incident locations.

# LESSON THREE

## Driver/Operator: EVD – Emergency Response Driving

### MOTIVATION

Operating an emergency vehicle over the roadways is at best, a daunting endeavor; at worst, it can become a nightmare. Emergency vehicles tend to be heavy and massive; therefore maneuvering them can be complicated and extremely exacting. The emergency vehicle driver must think ahead of where he or she is at the moment and anticipate any complication that might occur. It is imperative that the emergency vehicle driver be skilled with the apparatus. They must possess an in-depth knowledge of how the vehicle reacts on all types of road surfaces as well as how civilian drivers react to emergency vehicles. The emergency vehicle driver must be critically aware of how the emergency vehicle is perceived by the public when responding to and from incident locations.

### PRESENTATION

#### ENABLING OBJECTIVE #1

The Emergency Vehicle Driver candidate shall correctly list in writing the principals of defensive driving.

1. Discuss the three main principals of defensive driving.
  - a) Predicting what is predictable.
  - b) Expecting the unexpected.
  - c) Dealing with the unexpected problems safely and efficiently.
  
2. Discuss the IPDE method of meeting the defensive driving principals.
  - a) Identify- Identifying potential hazards is accomplished by scanning ahead to detect

- possible problems, getting a broad overview of what's up ahead.
- b) Predict- Making predictions about other vehicles and road characteristics assist the emergency vehicle driver in making sound maneuvering judgments and determining possible options.
  - c) Decide- Having identified potential hazards and made sound judgments about possible options, the emergency vehicle driver can decide on the best way to proceed.
  - d) Execute- Having made a decision on the best course of action, the emergency vehicle driver, using appropriate driving techniques, executes the correct maneuvers.
3. Illustrate five visual habits that will aid the emergency vehicle driver in performing defensive driving.
- a) Aim high in steering to place the vehicle well out of harms way.
  - b) Get the big picture to take in the overall scene ahead and spot potential problems.
  - c) Keep your eyes moving, scanning from side to side and up ahead.
  - d) Confirm that other drivers see the emergency vehicle, look for eye contact.
  - e) Identify potential escape routes, always have a hole to put the emergency vehicle through to avoid a crash.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-93.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## **PRESENTATION**

### **ENABLING OBJECTIVE #2**

The Emergency Vehicle Driver candidate given a written exam shall correctly describe the proper use of visible and audible warning devices.

1. Point out the need to always, prior to operating the emergency vehicle, the driver should check to make

sure all visual and audible warning devices are in working order.

2. Discuss the fact that legally, visual and audible warning devices must be used when responding to an incident if the traffic law exemptions are to be in effect.
3. Illustrate the importance of visual and audible warning devices for requesting the right-of-way. Their use in no way guarantees civilian drivers will yield the right-of-way but it does ensure that they will at least see the emergency vehicle. The lights and siren are only safety devices for increasing the visibility of the emergency vehicle, THAT'S ALL THEY ARE.
4. Discuss the two basic concepts of emergency warning devices.
  - a) The devices notify other drivers that the emergency vehicle is operating in emergency mode in response to an incident.
  - b) The warning devices request the right-of-way from other drivers asking them to yield to the emergency vehicle in accordance with North Carolina General Statutes.
5. Discuss in detail the effectiveness of emergency vehicle warning lights.
  - a) Traffic law requires at least one warning light to be displayed in the direction of approaching traffic if the emergency vehicle is blocking a moving traffic lane.
  - b) Light color recognition and civilian reaction vary depending upon various factors.
  - c) Red typically means stop, it may attract fatigued drivers or drivers under the influence.
  - d) Blue usually indicates law enforcement in NC and has good visibility day or night.
  - e) Amber usually indicates caution or danger, it is probably the most visible color especially in fog or haze and should never be used on the front of an emergency vehicle.
  - f) Clear has very good visibility, however once on scene these lights should be shut down because of their brilliance and distracting qualities; also these lights should not be used on the rear of emergency vehicles.

6. Point out some of the limitations of emergency vehicle warning lights.
  - a) Low morning or afternoon sun light can dramatically decrease their effectiveness.
  - b) During night operations, red lights can become confused with stop lights and commercial neon lighting.
  - c) High-roof mounted lights can project over the cars that are close ahead of the emergency vehicle following them.
  
7. Illustrate how vehicles are normally visible during daylight on the open road at a distance of approximately 2,500 feet, with their headlights on that visibility distance increases too approximately 4,700 feet. It should be SOG that anytime an emergency vehicle is on the road the headlights should be switched on.
  
8. Discuss the need to shut off as many emergency vehicle warning lights as possible when vehicles are parked or staged on roadways. Once signal flares or warning triangles are placed to establish safe paths around the incident location, limiting the number of emergency vehicle warning lights will reduce the “carnival effect” and diminish civilian driver confusion and distraction.
  
9. Discuss in detail the use of audible warning devices:
  - a) Always use the siren when responding to an emergency incident.
  - b) Using the siren is required by NC Motor Vehicle Law when in response to an emergency incident location, even at 3:00 AM when there is little or no traffic on the roadways.
  - c) Switch the siren mode from wail to yelp approximately 200 feet from any intersection.
  - d) Research has determined that the High/Low mode is the least effective of all siren modes.
  - e) When trying to clear traffic not heeding the siren and when entering intersections, short blasts on the air horn may produce better results.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-93.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## **PRESENTATION**

### **ENABLING OBJECTIVE #3**

The Emergency Vehicle Driver candidate shall correctly describe in writing the elements of space management.

1. Provide a general definition of space management stating that it is the establishment of a cushion of safety on all sides of the emergency vehicle for a safe driving operation. It involves following distance, rate of vehicle closure, blind spot awareness, and traffic closure on the emergency vehicle.
2. Emphasize the fact that following distance is directly related to stopping distance. Total stopping distance is made up of: perception time, reaction time, and braking time. Maintaining an appropriate Safety Zone is crucial.
  - a) Outer Safety Zone, 1000 feet to the nearest threat to safety, reaction time is 5 -10 seconds, guard against complacency.
  - b) Medium Safety Zone, 100 feet to nearest threat to safety, reaction time is down to 2 seconds, awareness of every move being made by everyone and everything is critical, are the brake lights on the vehicle ahead working, what are the weather conditions, what type of road surface, what are my escape routes, what is the condition of the driver ahead (DUI), how many paved lanes are available, is this a business – rural- residential road?
  - c) Inner Safety Zone, 10 feet to nearest threat to safety, reaction time is less than 1 second, there is no room for error on anyone's part. How often should you operate in this zone, speed and condition of the driver is a life and death matter, there are no escape routes when this close, this is the dying zone.

3. Discuss the fact that for larger vehicles, following distance is 4 seconds at speeds of 40 mph or less and 5 seconds at speeds greater than 40 mph.

**NOTE: Following distance in seconds refers to watching the vehicle ahead of you pass a visible point or object and timing or counting 1001, 1002, 1003, etc. until you pass the same point or object. The number of seconds is your calculated following distance. At a speed of 40 mph, with a safety cushion of 4 seconds; your total travel distance is 240 feet, the distance required to actually stop the vehicle is 210 feet. The only problem with this scenario is that of perception time. If you do not perceive that the vehicle in front of you has stopped or slowed in a mere fraction of a second, you will collide with the vehicle; because, at 40 mph you are traveling 58.6 feet per second. 4 seconds times 58.6 feet = 234.6 feet and you only have 4 seconds following distance! In any given year approximately 150,000 disabling injuries and 500 deaths result from accidents caused by vehicles that were following too closely.**

4. Discuss determining when to increase following distance.
  - a) Increase following distance by 50 percent: if vehicle ahead is unusual or the emergency vehicle is large and/or heavy or not adequately maintained.
  - b) Double following distance: if road surface is loose or slippery (wet, dirt, gravel), vision is obscured (rain, fog, dust, smog) or driver is not fully alert.
  - c) Triple following distance: if road surface is packed snow or icy.
5. Discuss the importance of understanding “rate of closure” and point out that it is the measure of diminishing time and distance between the emergency vehicle and either a stopped object or a vehicle in motion; the vehicle in motion may be on-coming.
  - a) Consequences of inadequate following distances: reduces other driver’s reaction time, emergency vehicle driver has less reaction and stopping time, warning lights ineffective, limits

- escape routes, limits field of vision.
  - b) Consequences of unsafe rate of closure: other drivers are caught off guard and panic, emergency vehicle driver's ability to react is reduced, excessive speed is not always a factor, risk of accident is increased, options for evasive maneuvers are reduced.
6. Highlight the reasons why civilian drivers may not always yield the right-of-way to emergency vehicles.
- a) Emergency vehicles speed is fast enough that it is outrunning the effectiveness of the siren.
  - b) Field of view may be blocked.
  - c) Direction of sound from a siren is misinterpreted; especially in inner city areas will tall buildings.
  - d) Hearing impaired drivers. This can also be attributed to newer cars with better sound insulation.
  - e) Driver not paying attention due to loud music, cellular phones, kids, or stress.
7. Discuss the existence of blind spots along side of most large emergency vehicles; they are to be expected and the driver must constantly be aware of the possibility of a vehicle or object being in those blind areas.
8. Illustrate the significance of watching the mirrors of the emergency vehicle to monitor traffic closure from behind. Curious drivers may follow emergency vehicles to incidents, they may get close enough to cause a collision. The emergency vehicle driver should be aware of their presence and give signals accordingly.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-93.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## **PRESENTATION**

### **ENABLING OBJECTIVE #4**

The Emergency Vehicle Driver candidate shall correctly describe, in writing, the rules of speed management.

1. Point out that it is of critical importance that the emergency vehicle driver adheres to definite rules concerning vehicle speed. The old saying “speed kills” is extremely accurate when referring to emergency vehicles. Emergency vehicles tend to be heavy and massive; those factors magnify the likely-hood of a potential crash.
2. Discuss the rule that states: Emergency vehicles must not be driven at speeds in excess of the posted speed limit. Although this rule may be unpopular among emergency vehicle drivers, it should be followed because in reality, speeding to an incident location will most likely not save a few seconds in time. Therefore, the risks greatly outweigh the rewards. Especially since the vast majority of incident responses are over distances of 1 to 2 miles. It is far more important that the emergency vehicle driver be quick in performing maneuvers rather than traveling at excessive speeds on emergency responses.
3. Discuss the adherence to posted cautionary speed limits: The North Carolina Department of Transportation establishes recommended cautionary speed limits on ramps, curves, hills, etc., these speeds are lower than posted speed limits. It should be noted that these cautionary speed limits are based on passenger vehicles (cars), not on emergency vehicles which are heavier, longer, and more top-heavy. Therefore it is imperative for the sake of safety that the emergency vehicle driver does not exceed any posted cautionary speed limit.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

## **PRESENTATION**

### **ENABLING OBJECTIVE #5**

The Emergency Vehicle Driver candidate shall correctly describe, in writing, the basic maneuvers required to safely operate emergency vehicles.

1. Discuss the techniques for maintaining steering control of the emergency vehicle.
  - a) Using both hands on the steering wheel at all times except when shifting gears, or operating another device.
  - b) Keep hands and arms inside the vehicle; do not eat, drink or smoke while operating the vehicle.
  - c) Steering with hands at the 3:00 and 9:00 position.
  
2. Highlight the proper procedures for safely braking the emergency vehicle. Safe braking is stopping the vehicle in as short a distance as possible without locking the wheels or losing control.
  - a) On vehicles equipped with hydraulic brakes, firmly pumping the brakes and releasing them just short of locking the wheels.
  - b) On vehicles equipped with air brakes, use a firm steady pressure without any pumping.
  - c) On vehicles equipped with ABS (antilock braking system) regardless of whether or not the system is air or hydraulic, procedure is as follows:
  - d) Air brake systems require an initial firm pressure on the brake pedal, ease up on pedal pressure as the vehicle slows, and release pressure just before full stop to reduce jerking the vehicle.
  - e) Where the vehicles wheels lock, immediately release the brake and steer in the direction of any skid to get control over the vehicle. As control is achieved, reapply pedal pressure to slow and stop the vehicle.
  - f) Realize that continuous braking generate a tremendous amount of friction heat at the brake discs or drums.
  - g) Where the emergency vehicle has a Jake Brake, transmission retarder, or any other type of secondary braking system; these systems must be used correctly in accordance with manufacturer's recommendations. Also, secondary braking systems can, under certain

- circumstances, cause a loss of tire traction.
- h) In those areas where the emergency vehicle is likely to be braking: curves, intersections, congested areas, hills, etc. the emergency vehicle driver should cover the brake pedal with their foot to reduce reaction time. Also slow down!
3. Describe the proper procedure for backing the emergency vehicle and point out that even though this is a low speed maneuver, a large percentage of accidents do occur while backing.
- a) Always try to position the vehicle so that backing up will not be necessary; if backing is necessary, use a spotter.
  - b) An audible notice of backing the vehicle is required, in most cases this is automatically done by a backing alarm; if an alarm is not installed, touch the horn lightly twice to alert nearby personnel.
  - c) Train on and use hand or audible signals for backing. Audible buzzers are found on many apparatus, one means stop, two means go forward and three means back up.
  - d) Use the mirrors to back the vehicle, make sure to frequently check the right side mirror for objects in the vehicle's path.
  - e) Don't forget to check the swing on the front corners of the vehicle. The Cab-Over design of many of the emergency vehicles has a characteristic wide swing.
  - f) Finally, keep backing speed very slow and maintain tight control over steering and speed.
4. Discuss the rules for safe lane changing:
- a) Plan your lane change well in advance of execution.
  - b) Always signal your intention well in advance of execution.
  - c) Exercise good space management and be aware of potential blind spots.
  - d) Execute the lane change as smoothly and as intentionally as possible.

5. Describe the two basic principals of safely turning the emergency vehicle.
  - a) Never execute a turn without giving a proper signal, remember do not use the four way emergency flashers when enroute to an incident.
  - b) Always try to turn from one proper lane into another proper lane. Avoid crossing lanes especially on multilane highways.
  
6. Discuss the considerations an emergency vehicle driver must take in order to pass other vehicles safely. These considerations involve speed, time, distance, and visibility. If the emergency vehicle is traveling at 40 to 60 mph, it will take approximately 10 seconds to execute a complete passing maneuver and the vehicle will have traveled about 825 feet at 55 mph. Listed below are important considerations when passing.
  - a) Check traffic ahead and behind.
  - b) Check sides of emergency vehicle, especially blind spots.
  - c) Signal before initiating passing maneuver.
  - d) Accelerate as the passing maneuver is executed.
  - e) Signal before returning to your driving lane.
  - f) Check mirrors before entering your driving lane.
  - g) Cancel directional signal upon entering the driving lane and resume safe speed.
  
7. Emphasize the need for safety when negotiating intersections, especially since the highest percentage of the most serious accidents occur in intersections. There are two basic categories of intersections, controlled and un-controlled.
  - a) An uncontrolled intersection is one that has no control device such as a stop sign, yield sign, or traffic signal in the direction of travel; also if there is a traffic light and the signal is green for the emergency vehicle. When entering an uncontrolled intersection the emergency vehicle driver should: Scan the intersection for any possible hazards (right turns on red, pedestrians, vehicles turning fast, potential blind spots); watch traffic in all four directions. Slow down and cover brake pedal to reduce reaction

time. Change siren cadence 200 feet out from the intersection. Try to avoid using the opposing lane of traffic.

- b) A controlled intersection requires the emergency vehicle to come to a complete stop before entering the intersection. The emergency vehicle driver should also note:
- c) Warning devices may not clear the intersection.
- d) Scan the intersection for other drivers and hazards.
- e) Proceed slowly up to the intersection and cover the brake pedal.
- f) Change siren cadence 200 feet out from the intersection.
- g) Scan the intersection for possible passing options (pass on the right, left, wait, etc.) Avoid using the opposing lane.
- h) Stop the vehicle.
- i) Make eye contact with all other drivers at the intersection, have partner check and give an all clear.
- k) Treat each lane crossed as a separate intersection, one at a time.

- 8. Discuss the reasons why accidents occur in intersections: restricted visibility, other driver's actions, confused drivers, vehicle density, and over-aggressiveness of the emergency vehicle driver.
- 9. Discuss the common occurrence of dropping a front wheel off the edge of the pavement and then over correcting to attempt to get the vehicle back on to the highway. This type of event has caused several deaths in large apparatus due to the weight riding on the front wheels of the apparatus. The front tire sidewall digs into the raised pavement edge and pulls the steering assembly hard over. This results in loss of steering control and the weight of the apparatus (especially tankers) causes the vehicle to go into a sideways slide. If the front wheel should drop off the edge of the pavement:
  - a) Steer straight, do not attempt to steer back onto pavement, keep wheels on shoulder.
  - b) Slow down by taking foot off accelerator

- c) When vehicle has slowed, brake gently, and then steer back onto pavement.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-93.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## **PRESENTATION**

### **ENABLING OBJECTIVE #6**

The Emergency Vehicle Driver candidate shall correctly identify, in writing, the methods required for operating emergency vehicles under adverse conditions.

1. Point out that Emergency Vehicle Drivers do not get to decide when they wish to drive, they must drive, even under severe adverse conditions.
2. Discuss the three general categories of adverse conditions that an emergency vehicle driver may have to contend with.
  - a) Conditions that affect traction.
  - b) Conditions that affect the handling characteristics of the emergency vehicle.
  - c) Conditions that affect the emergency vehicle driver's vision of the roadway.
3. Discuss those conditions that affect the traction of the emergency vehicle.
  - a) Rain, or wet roads, water on the roadway can form a layer between the tire and the road surface causing hydroplaning. Standing water can cause the steering to pull and brakes to slip.
  - b) Snow and ice can produce a road surface that has barely any traction at all. Steering, stopping, accelerating can be difficult or impossible. Bridges and overpasses may ice over long before the roadway does.
  - c) Leaves, loose gravel, and sand when spread out on a paved road can cause serious traction problems similar to that of being on snow or ice.

- d) Encountering these conditions requires a reduction in speed, steering in the direction of a skid and slowly braking to a stop if necessary.
4. Describe how high winds can adversely affect the handling characteristics of large emergency vehicles. The vehicles tend to have a large surface area; strong wind gusts can push the vehicle into other lanes or off the pavement unexpectedly. Also, with high winds there may also be rain such as in a storm. The wind gusts do not affect traction but they may be accompanied by rain as well.
- a) Improper loading of the vehicle such as water tank being partially filled, or too much equipment loaded to one side or rear of vehicle.
  - b) Improper inflation of tires, or a flat tire, especially an inside tire on dual wheels.
  - c) Excessive speed causes vehicle to tend to move in a straight line regardless of steering.
5. Illustrate the various conditions that can affect the vision of the emergency vehicle driver.
- a) Night driving limits visibility and distance judgment, hides road hazards, and allows glare from other headlights to blind the emergency vehicle driver. Compensating for the limitations of night driving can be accomplished by: dimming interior dash and cab lighting, slowing the emergency vehicle's speed, keeping the windshield and headlights clean, closely monitoring the area beyond the headlight beams, and always scanning the road ahead from side to side.
  - b) Rain, fog, snow, and even the sun low on the horizon can seriously impair vision; speed management is critical. Slow down.
  - c) The emergency vehicle may have features that help or harm the driver's vision; features that help include: windshield and windshield wipers in good condition, sun visors, bug screens where applicable, operating headlights, and rearview mirrors mounted forward at front corners of vehicle.
  - d) The emergency vehicle driver should help in improving vision by being prepared to drive through adequate training, use low beams and

windshield wipers correctly, monitoring traffic for slow or stopped vehicles, frequently checking rearview mirrors, maintaining a safety cushion through speed and space management.

6. Describe methods to reduce the severity of impact where a potential collision is likely.
  - a) Scan ahead at all times and make a conscious effort to always have an avenue of escape. Be especially cautious approaching curves, crests of hills and any other potential blind spots.
  - b) Brake smoothly when trying to stop/steer to avoid a collision; with hydraulic brakes apply a firm pressure on the pedal just short of locking the wheels, with air brakes use a firm steady pressure at first then ease off as the vehicle comes to a stop. If the vehicle is equipped with ABS, hard steady pressure is applied and maintained.
  - c) If possible accelerate out of harms way; evasive action may used to avoid a quickly closing vehicle from the side or rear.
  - d) Steering to minimize the impact of a collision can be accomplished by choosing an object that will produce the least amount of damage. Avoid head-on collisions, brushing impacts with vehicles moving in the same direction are far less damaging. If possible, steer for smaller objects such as sign posts, bushes/shrubs, even parked cars. Avoid large immovable objects such as bridge abutments, large trees, etc.
  
7. Discuss the effects of collisions on the driver and vehicle occupants.
  - a) The vehicle collision and the human collision.
  - b) Hazards of failing to utilize seat belts for vehicles occupant restraint.
  - c) Benefits of proper use of seat belts.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-93.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## PRESENTATION

### ENABLING OBJECTIVE #7

The Emergency Vehicle Driver candidate shall correctly identify, in writing, the methods for safe operation of the emergency vehicle in hazardous locations.

1. Identify the three most common high hazard locations encountered by the Emergency Vehicle Driver:
  - a) Railroad Crossings.
  - b) Work Zones.
  - c) Bridges.
2. Discuss the different types of railroad crossings.
  - a) Passive railroad crossings; these crossings usually have only a sign and/or pavement markings indicating the railroad crossing.
  - b) Active railroad crossings; these crossings will have flashing red lights and in some cases, a crossing gate (arm) that will drop down and block the lane.
  - c) In both passive and active railroad crossings, an Advance Warning sign will be located a sufficient distance ahead of the crossing to allow the driver to slow down easily before going through the crossing.
3. Point out the need to plan response routes that allow the Emergency Vehicle Driver to clearly see down the railroad track(s) in both directions prior to crossing.
4. Emphasize the importance of shutting off sirens and radios as well as rolling down the side window of the vehicle upon approaching a railroad crossing in order to hear the train's warning horn.

**NOTE: A 1986 study conducted by the National Transportation Safety Board concluded that a train's warning horn is effective for large commercial and emergency vehicles only if the driver stops the vehicle, idles the engine, turns off all radios, fans wipers and other noise sources in the cab, and lowers the window.**

5. Discuss what to do if the emergency vehicle is on the tracks at an active railroad crossing and the crossing arm drops down, blocking the path of the vehicle.
  - a) Do not stop the vehicle.
  - b) Drive through the crossing arm, it will break away.
  - c) If vehicle stalls on tracks, evacuate the vehicle quickly and all personnel move away from the tracks at an angle in the direction of the on-coming train.
  
6. Discuss the procedure for fighting long term brush/grass or structure fires along a railroad tract.
  - a) Contact the railroad to obtain clearance to move ballast (portion of the rock bed that supports the track). This will allow the hose to pass under the rails so that rail traffic and fire fighting can proceed simultaneously.
  - b) Keep all vehicles and personnel off of the tracks and maintain an adequate safety zone between crews and tracks.
  - c) Plan ahead; when dealing with any incident at or near railroad tracks, know the phone number of the railroad that controls the tracks, upon contacting the railroad give precise location (nearest crossing, street name, crossing number located on signal housing device or sign post), also follow this procedure if a stopped train is blocking the path of the emergency vehicle.

**NOTE: It takes an average freight train carrying 6,000 tons and traveling 55 miles per hour, a mile or more to come to a complete stop. It takes an eight car passenger train traveling 80 miles per hour approximately one mile to come to a stop.**

**NOTE: For more instructional information concerning railroad crossing safety and statistics contact:  
Operation Lifesaver, Inc.  
1420 King Street, Suite 401  
Alexandria, Va. 22314-2750  
or call 1-800-537-6224**

7. Discuss in detail the operational procedures for responding through highway work zones.

- a) When responding through work zones, realize that civilian drivers cannot always yield the right of way due to congested traffic and narrow lanes with no shoulder.
  - b) Slow your speed to that of traffic and maintain an adequate following distance between the emergency vehicle and the vehicle ahead.
  - c) Be patient, allow vehicles to move out of the way as opportunities present themselves.
8. Discuss the operational procedures for responding to incidents located in work zones.
- a) Response may require emergency vehicles to respond from opposite direction.
  - b) Law enforcement personnel will be required to redirect traffic patterns, isolate the incident location, and in some cases provide a pathway for emergency vehicles.
  - c) Utilizing a paved shoulder lane may be necessary, use extreme caution when proceeding along the shoulder next to a lane of stalled traffic. Go slow in case someone pulls out of the stalled traffic to drive on the shoulder.
  - d) Where possible position emergency vehicles so that they will shield working personnel from oncoming traffic. Preferably with a law enforcement vehicle as the first vehicle encountered by oncoming traffic.
  - e) Consider the need to maintain a traffic flow through the work zone if at all possible, work with law enforcement to maintain an open lane where enough room permits.
9. Discuss the hazards of responding to incidents across bridges and overpasses.
- a) Snow or freezing rain weather conditions can cause bridges to ice over before the roadway does, slow down and take your foot off of the accelerator when crossing a bridge in freezing weather. (Coast across the bridge)
  - b) Civilian traffic will have limited maneuvering room on a bridge, slow down on approach and allow the traffic ahead of the emergency vehicle to clear the bridge before requesting the right of way.

- c) Make certain that the bridge is rated to carry the load of the emergency vehicle. There are several bridges in North Carolina that will not handle the weight of the emergency vehicles that operate within the respective jurisdiction. Pre-plan potential incident responses around any bridges that are not rated for the weight of the emergency vehicle.
10. Discuss the hazards of positioning emergency vehicles on bridges for incident operations.
- a) Where possible position emergency vehicles at the ends of the bridge, this reduces the static weight on the bridge and provides more room for emergency personnel to work around the incident.
  - b) Bridge railing may be damaged or completely gone, emergency vehicles on the bridge cause obstacles for crews to move around and they could walk or fall off the bridge moving back and forth to retrieve equipment.
  - c) Leaking fuel from crashed vehicles could flash and with emergency vehicles on the bridge it may be difficult or impossible to quickly move the vehicle back to a safe distance.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 95-101.

## **PRESENTATION**

### **ENABLING OBJECTIVE #8**

The Emergency Vehicle Driver/Operator candidate shall correctly describe in writing components that lead to vehicle rollovers and methods to prevent potential rollover situations

1. Discuss how excessive speed is a major factor in most rollover crashes.
2. Define excessive speed as being the relative speed in relation to the environment, road conditions and the vehicle.

3. Discuss how the characteristics of the vehicle may contribute to a vehicle rollover. These factors include
  - a) Weight, height and width.
  - b) Suspension.
  - c) Effect of sloshing loads.
  - d) Effect of braking on weight transfer.
  - e) Tire footprint vs. friction.
  - f) Overcompensation and over steering concerns.
  
4. Discuss the most common rollover circumstances.
  - a) Excessive relative speed.
  - b) Soft shoulder or uneven surface drop-off.
  - c) Improper recovery.
  
5. Discuss specific road conditions that may contribute to rollover.
  - a) High center crown.
  - b) Reverse or negative camber.
  - c) "S" curves.
  - d) Restrictions on lane widths.
  
6. Discuss proper methods for recovering from leaving the roadway.
  - a) Do not panic.
  - b) Gain control of speed and steering.
  - c) Steer straight and slow down.
  - d) Remove foot off of the accelerator, or feather the accelerator to allow the vehicle to slow down. Do not brake hard but rather use soft application of the brakes in conjunction with natural deceleration and downshifting to slow the vehicle.
  - e) Once a slow safe speed is reached, gently steer the vehicle back onto the road surface. Do not jerk the steering wheel.

Reference: VFIS, 2008 Driver Training Student Manual, pages 54-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-93.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## **PRESENTATION**

### **ENABLING OBJECTIVE #9**

The Emergency Vehicle Driver candidate shall correctly describe in writing the considerations for correctly placing the emergency vehicle at incident locations.

1. Discuss the placement of emergency vehicles at incidents on streets, highways, and interstates.
2. Point out the need to position apparatus so that emergency lighting will not blind traffic passing by the incident.
3. Emphasize the importance of identifying hazards at the scene and the need to place emergency apparatus out of harm's way.
  - a) Vehicle fires.
  - b) Potential structural collapse.
  - c) Hazardous materials incidents.
  - d) Power lines.
4. Discuss the need to place vehicles at the scene with consideration given to leaving the incident, allowing other emergency vehicles to position at the incident, and being able to leave the incident to respond to another incident location.

Reference: VFIS, 2008 Driver Training Student Manual, pages 57-73.

Reference: IFSTA, Pumping Apparatus Driver / Operator Handbook, 2<sup>nd</sup> Edition, pages 55-131.

Reference: Delmar, Introduction to Fire Pump Operations, 2<sup>nd</sup> Edition, pages 40-69.

## **SUMMARY**

The Emergency Vehicle Driver must be thoroughly aware of the principals of defensive driving. Being able to predict the outcome of any situation while driving is critical to maintaining safety. Expecting the unexpected and dealing correctly with unexpected problems are important to the safety of the personnel on board the emergency vehicle as well as the civilians that could be involved in a potential collision.

Utilizing the IPDE method provides the emergency vehicle driver a format to achieve the degree of safety necessary for safe operation during an incident response.

The correct use of visible and audible warning devices is also necessary for safety. Providing advance warning of the emergency vehicle's presence will help civilian drivers avoid compromising situations by giving them time to get clear. Using the elements of space management during driving operations will aid the emergency vehicle driver in staying clear of civilian vehicles and assist in maintaining an escape route for maneuvering. Of course the rules of speed management also apply in incident response. There is always a tendency to speed when on response to an emergency; care should be taken to only drive as fast as is safe for the conditions. The basic maneuvers required to safely operate emergency vehicles must be practiced to become second nature for the emergency vehicle drivers. This is important at all times, but especially when operating emergency vehicles under adverse conditions. Adverse conditions greatly increase the likelihood of a crash. Speed reduction, space management, and refined skills in basic maneuvering become extremely critical when operating in adverse conditions such as rain, snow or ice. Finally, the methods for safe operation of the emergency vehicle in hazardous locations such as work zones and railroad crossings as well as bridges must be adhered to for maximum safety in very unsafe locations.

# Town Of Colerain

Colerain, N. C. 27924

Sept. 11, 1996

Bertie County Board of Commissioners  
P.O. Box 530  
Windsor, NC 27983

To Whom it May Concern:

At the meeting of Mayor and Commissioners held on Aug. 5, 1996, Mayor Wynns informed Town Commissioners of a conversation he had with Bertie County Manager Jack Williford, concerning the billing of sewer and garbage from the county. Mayor Wynns told the town commissioners that the county billing system will be capable of billing these charges along with the water bills. The county commissioners have agreed to allow this billing to be done from the county office for a charge of 2% of the gross sewer and garbage receipts.

Commissioner Burney Baker made a motion to have Bertie County Water District bill the citizens and businesses of the Town of Colerain for sewer and garbage collection, along with the water bills, at a charge of 2% of gross receipts. from garbage and sewer.

Commissioner Norman Perry seconded the motion. There was no further discussion on matter. The motion passed unanimously.

Thank You,



Jean Burkett, Town Clerk

Rm  
N/E

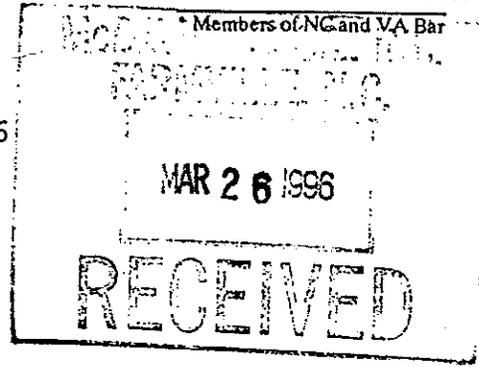
PRITCHETT, COOKE & BURCH  
ATTORNEYS AT LAW

203 DUNDEE STREET - POST OFFICE DRAWER 100 - WINDSOR, NORTH CAROLINA 27983  
Telephone (919) 794-3161 - Facsimile (919) 794-2392

J. A. PRITCHETT (1897-1986)  
W. L. COOKE  
STEPHEN R. BURCH  
WILLIAM W. PRITCHETT, JR.  
LLOYD C. SMITH, JR.

DAVID J. IRVINE, JR.\*  
STEPHANIE B. IRVINE\*  
LARS. P. SIMONSEN  
MELISSA L. SKINNER  
JONATHAN E. HUDDLESTON

March 25, 1996



Mr. Albert V. Lewis, Jr.  
McDavid Associates, Inc.  
P.O. Drawer 49  
Farmville, North Carolina 27828

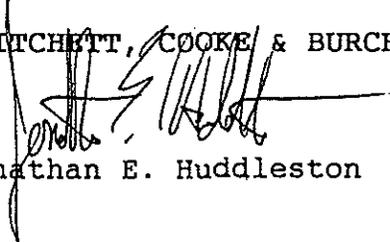
Re: County Water District I; Annexation of Colerain  
Our File No. 91-S-103

Dear Van:

Enclosed please find a copy of the resolution annexing the Town of Colerain into County Water District I, adopted by the Bertie County Board of Commissioners on March 18, 1996. Please call if you have any questions.

Sincerely yours,

PRITCHETT, COOKE & BURCH

  
Jonathan E. Huddleston

enclosures

/usr/jeh/county/WDIvanLet/jeh/91-S-103

NOV - 4 RESOLUTION OF TOWN OF COLERAIN BOARD OF COMMISSIONERS  
 AUTHORIZING TOWN OF COLERAIN ANNEXATION  
 BY COUNTY WATER DISTRICT I

WHEREAS, County Water District I is a legally created unit of government in accordance with North Carolina General Statutes Article 6 Section 162A; and

WHEREAS, the Town of Colerain desires to abandon their present water system; and

WHEREAS, the Town of Colerain desires to be annexed by County Water District I;

NOW THEREFORE BE IT RESOLVED BY THE TOWN OF COLERAIN BOARD OF COMMISSIONERS:

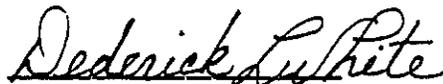
That the Town Board of Commissioners hereby agrees to be annexed by County Water District I; and

The Town grants County Water District I the authority to encroach upon all Town road rights-of-way for the purpose of installing water mains; and

The Town agrees to County Water District I providing water service to all Town residents; and

The Town agrees to abandon its water system at such time as the County Water District I System becomes operational.

This resolution was adopted this the 15<sup>th</sup> day of Nov, 1993 by a vote of 4  
 in favor and 0 against.

  
 Dederick L. White, Mayor  
 Town of Colerain

RESOLUTION ANNEXING THE TOWN OF COLERAIN  
INTO WATER DISTRICT I

WHEREAS, County Water District I is a body politic organized pursuant to and in accordance with Chapter 162A, Article 6 of the North Carolina General Statutes;

WHEREAS, the Bertie County Board of Commissioners is the governing body of County Water District I pursuant to N.C.G.S. 162A-89;

WHEREAS, the purpose of County Water District I is to provide reliable and affordable water service to the residents of the District;

WHEREAS, the Town of Colerain desires to abandon its present water system and be annexed by County Water District I, as evidenced by a resolution entitled "Resolution of Town of Colerain Board of Commissioners Authorizing Town of Colerain Annexation By County Water District I" and passed by a unanimous vote of the Colerain Board of Commissioners on November 1, 1993;

WHEREAS, N.C.G.S. 162A-87.1 grants the Board of Commissioners the authority to annex the Town of Colerain, provided the requirements set out therein are satisfied;

WHEREAS, the Town of Colerain is contiguous to County Water District I, with one hundred percent (100%) of its aggregate external boundary coincident with the existing boundary of the District;

WHEREAS, the residents of the Town of Colerain will benefit from annexation into County Water District I;

~~WHEREAS, it is economically feasible to provide the proposed water services in the Town of Colerain without unreasonable or burdensome annual tax levies;~~

~~WHEREAS, the public was given the opportunity to comment on the annexation of the Town of Colerain into County Water District I on Tuesday, March 19, 1996 at a regularly scheduled meeting of the Board of Commissioners;~~

WHEREAS, a notice of the public hearing was published in accordance with N.C.G.S. 162A-87.1 as certified by the Bertie Ledger-Advance, and said notice was mailed to all persons who own property in the Town of Colerain in accordance with N.C.G.S. 162A-87.1 as certified by the Bertie County Manager; and

WHEREAS, the Board of Commissioners had a report prepared regarding the annexation of the Town of Colerain into County Water District I and made said report available for public inspection in accordance with N.C.G.S. 162A-87.1;

NOTICE OF HEARING

The Bertie County Board of Commissioners will conduct a hearing where it will consider a resolution annexing the town of Colerain into Water District I. The hearing will be held during its regularly scheduled meeting on Tuesday, March 19, 1996 at 9:00 p.m. in the Commissioners' Room of the Bertie County Office Building. A report regarding the annexation of Colerain into Water District I is available for inspection in the office of the clerk of the Board of Commissioners as required by N.C.G.S. § 162A-87.1(d).

This the 14th day of February, 1996.

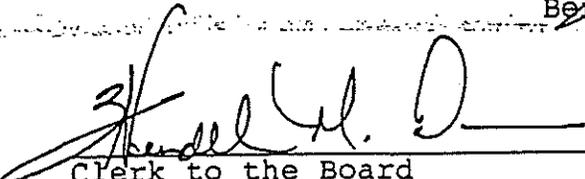
Jack A. Williford  
Bertie County Manager  
P.O. Box 530  
Windsor, NC 27983

/usr/jeh/BerWDINot

NOW THEREFORE BE IT RESOLVED by the Bertie County Board of Commissioners:

That the Town of Colerain is hereby annexed into County Water District I.

This resolution was adopted this the 18th day of March, 1996 by a vote of 5 in favor and 0 against.

  
\_\_\_\_\_  
John Jasper Bazemore, Chairman  
Bertie County Board of Commissioners  
\_\_\_\_\_  
Clerk to the Board

/usr/jeh/county/WDIResCo1/jeh/91-S-103

*TOWN OF AULANDER*  
*P.O. BOX 100*  
*AULANDER, North Carolina 27805*  
*PHONE (252) 345-3541*  
*FAX (252) 345-1316*



*Larry Drew, Mayor*  
*Bobbie Parker, Commissioner/ Mayor Pro Tem*  
*Corey Ballance, Commissioner*  
*Johnna Browne, Town Clerk/Finance Officer*

*Ronald Poppell, Commissioner*  
*Jason Tinkham, Commissioner*  
*Phillip Thomas, Commissioner*  
*Steven Draper, Public Works Director*

*September 10, 2014*

*Bertie County Board of Commissioners*  
*P. O. Box 530*  
*Windsor, NC 27983*

*Dear Board of Commissioners:*

*The Town of Aulander will be sponsoring its first annual Peanut Festival on October 18, 2014. The event will feature a 5K Fun Run, cornhole tournament, food and craft vendors. Also, there will be live entertainment that evening. The festival will be take place at our fitness track, baseball field, and gymnasium on Rice Avenue. We are very excited about this community event!*

*We are seeking sponsors for this event. All sponsors will be recognized in all advertising including t-shirts, print, radio and on-site signage at the event. Sponsors will also receive a complimentary Peanut Festival t-shirt. Sponsorship levels are \$1,000 Diamond, \$500 Gold, \$250 Silver and \$100 Bronze. If you would like to be a sponsor please complete the enclosed Sponsorship Form and return it to the Town of Aulander Clerk's office along with your contribution.*

*The support of Bertie County would mean a great deal to the Town of Aulander and to the success of this festival. Thank you for helping us make this festival a success! If you have questions please contact Johnna Browne, Town Clerk at 345-3541.*

*Sincerely,*

*Johnna Browne*  
*Johnna Browne*  
*Town Clerk*



# SPONSORSHIP FORM

Town of Aulander  
Peanut Festival  
October 18, 2014

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Yes, I would like to become a sponsor of the 2014 Town of Aulander Peanut Festival!**

\$1000 Diamond Sponsor  
 \$250 Silver Sponsor

\$500 Gold Sponsor  
 \$100 Bronze Sponsor

*Sponsors will be recognized in all advertising including t-shirts, print, radio, and on-site signage at the event. Sponsors will also receive a complimentary Peanut Festival t-shirt.*

*Please indicate your t-shirt size. \_\_\_ S \_\_\_ M \_\_\_ L \_\_\_ XL \_\_\_ 2X*

Make checks payable to Town of Aulander Peanut Festival.

Contact Johnna Browne, Aulander Town Clerk for additional information.

Telephone: (252) 345-3541

Email: townofaulander@gmail.com

Fax: (252) 345-1316

*Thank you for supporting the Town of Aulander Peanut Festival!*