

AN AGREEMENT TO PROVIDE EMERGENCY MEDICAL DIRECTOR SERVICES

THIS AGREEMENT TO PROVIDE EMERGENCY MEDICAL DIRECTOR SERVICES (this “Agreement” or “Contract”) dated September __, 2025 (“Effective Date”), between **DUKE UNIVERSITY HEALTH SYSTEM, INC.**, a North Carolina nonprofit corporation (“DUHS” or “CONTRACTOR”), and the **COUNTY of DURHAM**, a political subdivision of the State of North Carolina (“COUNTY”), for provision of Emergency Medical Director Services to Durham County.

WITNESSETH

WHEREAS, COUNTY and DUHS have historically cooperated and worked jointly on matters of mutual concern and interest; and

WHEREAS, COUNTY operates and maintains an Office of Emergency Services which, as one of its functions, provides emergency medical care to the residents of the County; and

WHEREAS, COUNTY wishes to have associated with this program trained physicians specializing in emergency medicine to provide guidance and support; and

WHEREAS, DUHS, through its Department of Emergency Medicine, wishes to provide this service for COUNTY; and

WHEREAS, performance of the activities described herein is consistent with DUHS’s goals of research, teaching, education and public service.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions set forth below, COUNTY and DUHS agree as follows:

1. DUHS agrees to provide a physician from the Department of Emergency Medicine to serve as Emergency Medical Director to COUNTY (hereafter the “Medical Director”). DUHS, through the Chair of the Department of Emergency Medicine (the “Chair”), with the advice and consent of COUNTY Director of Emergency Services or their designee (hereafter “County Director”), shall designate the physician who will serve as the Medical Director and the name of any physician or physicians who will provide the services under this Agreement as back-up to the person named as the Medical Director in the event the Medical Director is unavailable. The names of those so designated as of the Effective Date are Dr. Anjni Joiner, Dr. Erin Hanlin, and Dr. Jessica Wanthal.
 - a. Any change in the persons designated will be agreed upon by the Chair and County Director.

- b. DUHS and COUNTY shall indicate their agreement to the designation of the Medical Director and any other physicians involved as described above by signing a “Designation of Medical Director” in the form of *Attachment A* to this Agreement.
- 2. The Services of the Medical Director, any of which may be performed by any of the designated physicians, shall include the following:
 - a. Provide medical direction for the emergency medical services program of Durham County, including Medical and First Responder, Basic Life Support, Advanced Life Support, and special events coverage.
 - b. Provide medical oversight, guidance, and leadership for medical issues and responses for fire and law enforcement partners in Durham County.
 - c. Develop, review, and periodically update medical treatment protocols in conjunction with County Director.
 - d. Provide medical treatment supervision of County personnel by randomly responding to EMS calls and observing the approach, demeanor, relationships, and medical treatment provided to the patient and others by all responding personnel including, Medical and First Responders, Fire, Law Enforcement, Rescue, and EMS.
 - e. Facilitate a program of total quality management of patients, addressing compliance to protocol, standards of care, technician proficiency, appropriate patient management, effectiveness of treatments and protocols, evaluation for positive patient outcomes and other components of the Durham County EMS system that occur from access through 911 to delivery to the Emergency Department at a hospital operated by DUHS, or other appropriate location, such as hospitals or alternate care facilities, in accordance with applicable law or policy. Provide ongoing recommendations to County Director of system needs and changes necessary to implement and operate the patient total quality management program.
 - f. Serve as the contact person for DUHS’s hospitals and receive complaints, comments, or questions from the hospitals’ medical staff about out-of-hospital emergency medical issues and consult with County Director or their designee for resolution.
 - g. Assist the Assistant Chief for Clinical Affairs for COUNTY’s Office of Emergency Services in general medical issues for HazMat, Fire, Rescue, Law Enforcement, and others in providing coverage for special events, planning for mass casualty, and other activities outside the routine EMS tasks.

- h. Serve as the Medical Director for the Emergency Medical Dispatch program and perform the same functions for Durham Emergency Communications Center as noted in sub-paragraphs b, c and d of this paragraph 2.
 - i. Review data about the EMS System in Durham County and analyze activity and trends through interpretation of various databases.
 - j. Provide weekly administrative time at the Department of Emergency Services for consultation and review of medical issues with County Director.
 - k. Be available by telephone for twenty-four (24) hours a day medical consultation.
 - l. Relate to all patients and staff of COUNTY in a professional manner.
 - m. Provide medical consultation in accordance with the applicable standards of practice.
 - n. Other appropriate duties as may be requested and reasonably necessary in assuring a quality EMS program for Durham County.
3. In the event that the Medical Director and back-up physicians become unwilling or unable to perform the duties required by this Agreement, then DUHS shall, with the advice and consent of County Director, designate replacements; provided, however, that if Duke reasonably determines in its sole discretion that it is not able to provide physicians to replace the Medical Director and back-up physicians, Duke may terminate this Agreement if it provides 90 days' written notice to COUNTY. If agreement on the designation of replacements is not achieved, then this Agreement shall terminate.
4. DUHS shall be responsible for ensuring that any physicians providing Services under this Agreement maintain current licensure and shall provide evidence of such to COUNTY upon request.
5. The County shall compensate DUHS for Services provided pursuant to this Agreement in the amount of \$195,426.00 per year, prorated for any period shorter than one year. DUHS shall invoice COUNTY on or about the Effective Date of this Agreement for the one year period beginning July 1, 2025, less any amounts already paid for that period, and for renewals thereafter on or about July 1 of each year and COUNTY shall provide payment within thirty (30) days of receipt of invoice.
6. The County shall make available to the Medical Director, back-up physicians, or replacement physician up to (2) Emergency Response Vehicles outfitted with

equipment as required by NC Office of Emergency Medical Services to be used while performing Services; up to two (2) portable radios (as available); up to two (2) cell phones; and up to two (2) laptop computers (as available). The County shall be responsible for insurance and all maintenance requirements for such Emergency Response Vehicles.

7. Audit Rights. For all Services being provided hereunder, COUNTY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services; provided, however, nothing in this Agreement or in any attachments hereto shall obligate DUHS to disclose any information that is deemed, in its sole discretion, to be privileged, confidential, medical, or peer review material, or other information protected under North Carolina or federal law. Audits shall take place at times and locations mutually agreed upon by both parties. DUHS will use reasonable efforts to make the materials to be audited available within one (1) week of the request for them.
8. Confidentiality, Data Security, Training and Non-Disclosure. CONTRACTOR and COUNTY acknowledge and agree that, in connection with the services to be rendered under this Contract, a party (as the “receiving party”) or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to “confidential information” or “personal identifiable information,” as each term is defined below, of the other party (the “providing party”).

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services hereunder or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

- a. Definitions. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term “Confidential Information” shall mean any information concerning the business of the providing party, in any medium, whether written, oral or electronic, that is not generally known in the relevant trade or industry, including but not limited to that which falls within any of the following general categories:

- i. Trade Secrets. For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of

trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- ii. Highly Restricted Information. CONTRACTOR and COUNTY acknowledge that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agree that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the receiving party will also comply with applicable law to protect the confidentiality of Highly Restricted Information, as defined below:
 - a. Information of the COUNTY or CONTRACTOR or their suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
 - b. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
 - c. Information contained in the COUNTY’s personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
 - d. Citizen or employee social security numbers collected by the COUNTY.
 - e. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - f. Local tax records of the COUNTY that contained information about a taxpayer’s income or receipts.

- g. Any attorney/client privileged information disclosed by either party.
- h. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- i. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- j. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the Effective Date, the Confidential Information shall include information disclosed or revealed within one year prior to the Effective Date.

- iii. Personal Identifiable Information. The term “Personal Identifiable Information” shall mean information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked to a specific individual.
- b. Restrictions. The receiving party shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- i. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the providing party in writing.
 - ii. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or contractor of the providing party having a need to know such Confidential Information for the purpose or performance of work contemplated by this Contract, and who has obligations of confidentiality and non-disclosure that are substantially similar to those required in this Agreement. The receiving party shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to

any third party without the providing party's prior written consent.

- iii. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto or is for the purpose for which such Confidential Information is being disclosed.
 - iv. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - v. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - vi. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the receiving party shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief at the sole expense of the providing party to prevent or restrict and protect any disclosure of Confidential Information.
 - vii. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the providing party or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - viii. Restrict employee access to Confidential Information to those employees having a need to know for purposes of their jobs.
 - ix. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.
- c. Exceptions. Each party, as the providing party, agrees that the receiving party shall have no obligation with respect to any Confidential Information that the receiving party can establish:

- i. Was already known to the receiving party prior to being disclosed by the providing party;
 - ii. Became publicly known through no wrongful act of receiving party;
 - iii. Was rightfully obtained by the receiving party from a third party without similar restriction and without breach hereof;
 - iv. Has been used or disclosed by the receiving party with the prior written authorization of the providing party;
 - v. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the receiving party shall first give to the other party notice of such requirement or request;
 - vi. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the receiving party shall take reasonable steps to obtain, at the expense of the providing party, an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.
- d. Remedies. Each party acknowledges that the unauthorized disclosure of the Confidential Information of the providing party will diminish the value of the providing party's proprietary interests therein. Accordingly, it is agreed that if the receiving party breaches its obligations hereunder, the providing party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
- e. Data Security. The CONTRACTOR and COUNTY shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR and COUNTY shall report a confirmed security breach to the other within 72 hours after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires a party to give written notice of a security breach to affected persons, the breaching party shall bear the cost of the notice.

9. COUNTY and DUHS shall each designate one person as its official contact person for purposes of implementing and administering this Agreement. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Durham County
Attention: Claudia Hager
County Manager
200 E. Main Street
3rd Floor
Durham, NC 27701

Duke University Health System
2301 Erwin Road
Durham, NC 27705
Attention: President, Duke
University Hospital

With a copy to:
Duke University Health System
Office of Counsel
310 Blackwell Street, Fourth Floor
Durham, NC 27701
Attention: General Counsel

10. Nothing contained herein is intended to alter or abridge the employment relationship between DUHS and its employees or COUNTY and its employees.
11. Any DUHS staff providing services under this Contract to COUNTY shall be provided with DUHS's medical and hospitalization benefits and insurance and be covered by Worker's Compensation insurance or self-insurance.
12. Both parties to this contract will adhere to local, state, and federal legal requirements, including those regarding claim submission for third-party payors and those regarding the confidentiality of medical records, and may enact other contracts or agreements stipulating the specific arrangements for achieving this compliance.
13. This Agreement shall be for services provided for the period beginning 1st day of July 2025 to the 30th day of June 2026, and shall be renewable for a consecutive one year period, upon the written mutual agreement of the parties.
14. This Agreement or its renewals may be terminated at any time and as provided in paragraph 3, without penalty by either party provided that written notice of such termination is furnished to the other party at least ninety (90) days prior to termination. In the event of such termination any payment due shall be prorated to the date of termination. If either party defaults in its obligations and does not cure such default within ten (10) days of receipt of notice of such default, the non-defaulting party may immediately terminate the Contract.
15. Independent Contractor. The services rendered by DUHS and the physician(s) appointed medical director pursuant to this Agreement are those of an

independent contractor to Durham County Government. For all purposes, the medical director is an employee of DUHS and not an employee of Durham County Government. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between DUHS and Durham County Government.

16. COUNTY and DUHS agree to each be solely responsible for their own acts or omissions in the performance of each of their respective duties hereunder and shall be financially and legally responsible for all liabilities, cost damages, losses, and expenses (including but not limited to reasonable attorney fees) resulting from, or attributable to any and all of their individual acts or omissions. No party shall have any obligation to indemnify the other, and/or its agents, employees, and representatives. Additionally, DUHS shall be responsible for the negligence of its employees and agents to the extent allowed under North Carolina law. Furthermore, DUHS shall maintain adequate professional liability insurance for the DUHS personnel who provide the services described in this Contract. At the time this Contract is commenced, DUHS will provide to COUNTY a coverage letter stating its minimum amount of professional liability insurance.
17. Dispute Resolution Procedure. In the event of any dispute arising under this Agreement, the parties shall first attempt in good faith to resolve the dispute through discussions between senior representatives of each party before initiating any legal action.
18. No transfer or assumption of liability for the acts of the employees or agents of either party is intended by the parties to this Agreement.
19. This Agreement is made only to benefit the parties hereto. Nothing in this Agreement is intended to create, nor has it created any rights, interests, or benefits for any other parties whatsoever.
20. Non-Discrimination In Employment. Neither party shall discriminate against any employee performing, or applicant for employment to perform, services pursuant to this Agreement because of age, race, sex, national origin or ancestry, marital or familial status, pregnancy, military status, religious belief or non-belief, disability, or any other protected category under local, state, or federal law. In the event either party is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the other party., DUHS acknowledges that it may be declared ineligible for further COUNTY contracts. **Failure to comply with this provision is a breach of this Contract and grounds for terminating the Contract for cause and without fault or liability to the non-breaching party.**

21. This Agreement, including any exhibits hereto, constitutes the entire agreement and understanding between the parties regarding the subject matter hereof and supersedes any prior discussion, oral or written agreements, and negotiations between the parties. The provisions of this Agreement cannot be amended except by a written agreement executed by both parties.
22. The laws of North Carolina shall govern the validity and interpretation of the provisions, terms, and conditions of this Agreement. By executing the Agreement, DUHS affirms that it is and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement DUHS certifies that DUHS has not been identified as utilizing the services of any agent or subcontractor, on the list created by the State Treasurer pursuant to G.S. 147-86.58.
23. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of Durham County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating delegation of governmental powers or as a donation by a lending of the credit of Durham County within the meaning of the Constitution of the State of North Carolina. This Agreement shall and does not directly or indirectly or contingently obligate Durham County Government to make any payments beyond those appropriated in the sole discretion of Durham County for any fiscal year in which this Agreement shall be in effect. No deficiency judgment may be rendered against Durham County in any action for breach of a contractual obligation under this Agreement and the taxing power of Durham County is not and may not be pledged directly or indirectly or contingently to secure any monies due under this Agreement.
24. This Agreement has been negotiated in an arm's length transaction and has not been determined in a manner which takes into account the volume or value of referrals or other business that may be generated between the parties. The parties agree that the medical director services are necessary services, and services for which neither DUHS nor the physicians are otherwise generally compensated. The parties hereby support a patient's right to select the medical facilities and providers of their choice.
25. Additionally, this Agreement is the product of mutual negotiation and drafting by COUNTY and DUHS. Each party has participated in the drafting of this Agreement and had the opportunity to consult with legal counsel. Therefore, in the event of any dispute regarding the interpretation of this Agreement, the Agreement shall be construed as having been drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any provision.

26. Corporate Authority. By execution hereof, the person signing for DUHS below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of DUHS.
27. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

Signatures on page following.

IN WITNESS WHEREOF, the parties hereto have duly and validly authorized and executed this Agreement this the ____ day of September 2025.

FOR AND ON BEHALF OF DUKE UNIVERSITY HEALTH SYSTEM, INC.

Thomas Owens, M.D.
Executive Vice President

FOR AND ON BEHALF OF THE COUNTY OF DURHAM

Claudia Hager, County Manager

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

Crystally Wright, Durham County Chief Financial Officer

ATTACHMENT A

DESIGNATION OF MEDICAL DIRECTOR

The County of Durham (“County”) and Duke University Health System, Inc. (“DUHS”) hereby designate the physicians listed below to provide medical director services to the EMS of Durham County beginning on [DATE] pursuant to that certain Emergency Medicine Services Medical Director between County and DUHS dated September __, 2025.

Physician Name	Medical Director Role

Duke University Health System, Inc.

By: _____
Name: _____
Title: _____

County of Durham

By: _____
Name: _____
Title: _____