**CONTRACT (THE "CONTRACT" OR THE "AGREEMENT")**

Between

Burke County, NORTH CAROLINA (THE "COUNTY")

And

Thomas Meek, D.O. (THE "PROVIDER" OR THE "VENDOR")

## I. PARTIES

The Parties to this Contract are Burke County, North Carolina (the "County") and Thomas Meek, D.O. (the "Provider" or the "Vendor").

## II. PURPOSE

The purpose of this Contract is to create an arrangement through which the County will pay the Provider to perform a task or tasks that the County may lawfully engage in, and in return the Provider will perform the task or tasks to the specifications required by the County. This Contract does not supersede any local, state, or federal laws, rules, or guidelines. Rather, it serves to set clear expectations surrounding the services to be performed for the County by the Provider.

Specifically, the Provider shall, as an independent contractor, serve as an Assistant Medical Director – PORT Team for Burke County Emergency Medical Services, with duties limited to the Burke Emergency Addiction Response (PORT) Team.

## III. EFFECTIVE DATE, TERM, AND TERMINATION

This Contract shall be deemed to be effective as of December 15, 2025, and ending June 30, 2026. Notwithstanding anything else in this Contract, either Party may terminate this Contract at any time upon at least thirty (30) days' written notice to the other Party. This Contract may be renewed annually upon renegotiation and agreement between the parties, but it shall not automatically renew.

## IV. CONSIDERATION

The Parties agree that this Contract is made pursuant to good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

## V. OBLIGATIONS OF THE COUNTY

**A. Insurance.** The County will maintain throughout the term of this Contract general liability and medical malpractice insurance in the minimum face amount of $2,000,000 per occurrence, with the Provider as a named insured.

**B. Compensation.** For the initial term ending June 30, 2026, the County will provide a prorated earned retainer in the amount of eight thousand one hundred twenty-five

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dollars ($8,125), based on the annual rate of fifteen thousand dollars ($15,000). This prorated retainer will be paid in two quarterly installments of four thousand sixty-two dollars and fifty cents ($4,062.50), issued only after the Provider submits an invoice to the County.

**C. Reimbursement.** The County will reimburse the Provider for expenses that he incurs in the exercise of his duties under this Agreement that are directly related to the exercise of those duties. Such expenses must be itemized and included on an invoice submitted to the County.

**VI. OBLIGATIONS OF THE PROVIDER**

A. **EMS Assistant Medical Director.** Provider shall serve as Assistant Medical Director – PORT Team for Burke County Emergency Medical Services, as that term is used in 10A N.C.A.C. 13P.0401(1). The Provider's responsibilities shall be specific to the Burke Emergency Addiction Response (PORT) Team and shall include:
   a. Providing medical oversight, consultation, and clinical guidance for PORT operations, including post-overdose response, field-based peer engagement, and linkage to care.
   b. Participating in protocol development and review, quality assurance, and case consultation related to overdose and substance use response activities.
   c. Advising on training and continuing education for paramedics, peer support specialists, and other responders regarding addiction, overdose, and harm-reduction practices.
   d. Serving as a clinical liaison between Burke County EMS, the Opioid Response Department, and community medical partners.
   e. Providing consultation and availability for case or protocol questions as needed (anticipated average ~ 2–4 hours per week, with flexibility based on operational needs).
   f. The Provider may participate in review meetings or as otherwise requested by the County to evaluate program progress and identify system improvement opportunities.

**B. Disclosures by Provider.** Provider shall immediately disclose in writing to the County the following matters and occurrences, whether occurring before or during the term of this Contract:

1. Any malpractice suit, claim (whether or not filed in court), settlement, settlement allocation, judgment, verdict, or decree against Provider.

2. Any disciplinary, peer review, or professional review investigation, proceeding, or action instituted by a state licensure board, professional school or entity, professional society or association, third party payer, peer review or professional review committee or body, or governmental agency against or involving Provider.

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3. Any criminal complaint, indictment, or criminal proceeding in which Provider is named as a defendant, other than minor traffic offenses such as parking and low-level speeding infractions.

4. Any investigation or proceeding, whether administrative, civil, or criminal, relating to an allegation against Provider of filing false claims, violating anti-kickback laws, or engaging in other billing improprieties.

5. Any organic or mental illness or condition that impairs or may impair Provider's ability to provide general medical services.

6. Any dependence on, habitual use of, or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening, or monitoring program;

7. Any allegation, or any investigation or proceeding based on any allegation, against Provider, of violation of professional ethics or standards, or engaging in illegal, immoral, or other misconduct (of any nature or degree), relating to the practice of medical services by Provider; and

8. Any denial or withdrawal of Provider's professional license.

**C. Planned Absence.** Provider shall, whenever possible, inform the County of a planned absence that would interfere with the performance of this Contract.

**D. Nondiscrimination.** Provider shall ensure that no person is excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity covered by this Contract on the basis of race, color, age, religion, sex, or national origin.

**E. No Exclusion Based on Handicap.** Provider shall ensure that no otherwise qualified handicapped individual, solely by reason of their handicap, is excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity covered by this Contract.

**VII. MUTUAL OBLIGATIONS**

A. Both parties agree to indemnify and hold each other harmless from all liability, loss, damage, claim, and expense of any kind, including costs and attorney's fees, which result from the negligent or willful acts or omissions by either party and their agents or employees regarding the duties and obligations of either party under this Contract, including the duty to maintain the legal standard of care applicable to either party. If this Contract is terminated, the rights and obligations of the Parties regarding indemnification under this provision shall survive the termination of the Contract regarding any liability for acts or omissions which occurred prior to the termination date. Notwithstanding any other language in this Contract, including this Section VII, the Parties acknowledge and understand that an unlimited indemnification by the County constitutes a violation of the

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North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications given by the County under the Contract shall be deemed to be given only to the fullest extent allowed by law.

B. Both parties agree to abide by all laws and regulations governing confidentiality of patient information, specifically including the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Both parties further agree to vigorously safeguard confidential and privileged information.

**VIII. INDEPENDENT CONTRACTOR STATUS**

A. Provider is an independent contractor, and neither he nor his employees, agents, or personnel are, or shall be deemed, the County's employees. In his capacity as an independent contractor, Provider agrees and represents, and the County agrees and represents, as follows:

1. Provider has the right to perform services for others during the term of this Contract.

2. Provider has the sole right to control and direct the means, manner, and method by which the services required by this Contract will be performed, so long as Provider complies with all applicable laws and professional standards.

3. Provider has the right to hire assistants and subcontractors or to use employees to provide the services required by this Contract.

4. Neither Provider nor Provider's employees shall be required to wear any uniforms or conform with any dress code, beyond any required protective or medical clothing.

5. Neither Provider nor Provider's employees or contract personnel shall receive any training from the County in the professional skills necessary to perform the services required by this Contract.

6. Neither Provider nor Provider's employees or contract personnel shall be required by the County to devote their full-time capacity to the performance of the services required by this Contract.

B. The County will not:

1. Withhold FICA (Social Security and Medicare taxes) from Provider's payments or make FICA payments on Provider's behalf;

2. Make state or federal unemployment contributions on Provider's behalf; or

3. Withhold state or federal income tax from Provider's payments.

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C. Provider shall pay all taxes incurred while performing services under this Contract, including all applicable income taxes, including any applicable self-employment (Social Security) taxes. Upon demand, Provider shall provide the County with proof that such payments have been made.

D. Provider understands that neither Provider nor Provider's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the County.

**IX. MISCELLANEOUS TERMS**

A. Compliance with Laws. The Parties agree that they will comply with any and all applicable laws in the performance of this Contract, and that if any provision shall conflict with any applicable law, the applicable law shall control.

B. Notices. Any notices given pursuant to this Contract, such as a notice of Contract termination, shall be delivered to each Party at these addresses:

Notices shall be given to Provider at:

ATTN: Thomas Meek, D.O.
[Mailing Address]
[City, State, ZIP]

Notices shall be given to the County at:

ATTN: Burke County EMS
200 Avery Avenue
Morganton, NC 28655

**C. Additional Terms.** The attached "Exhibit A" is fully incorporated in this Contract. To the extent any term or terms in "Exhibit A" conflict with any other terms in this Contract, the term or terms in "Exhibit A" shall control.

[EXHIBIT A AND SIGNATURE PAGE TO FOLLOW]

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**EXHIBIT A-ADDITIONAL CONTRACT TERMS/CONDITIONS AND SIGNATURE PAGE**

**I. NON-APPROPRIATION.** If funds are not appropriated during the term of this Agreement for the subject matter herein described and there are no other available funds by or with which payment can be made to the Vendor, this Agreement shall terminate. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

**2. IRAN DIVESTMENT ACT CERTIFICATION.** As of the date this Agreement is executed, the Vendor is not listed on the Final Divestment created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. The Vendor's signatory hereby certifies that they are authorized by the Vendor or bidder listed below to make the foregoing statement.

**3. NORTH CAROLINA E-VERIFY CERTIFICATION.** By entering into this Contract, the Vendor certifies that it is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes and, if applicable, will ensure compliance by any subcontractors.

**4. ADA AND CIVIL RIGHTS COMPLIANCE.** The Vendor certifies that it complies with all applicable federal and state civil rights laws, including the applicable provisions of the Americans with Disabilities Act.

**5. PUBLIC RECORDS AND CONFIDENTIALITY.** The County is required to comply with state laws governing public records and open meetings. Notwithstanding anything to the contrary in this Contract, the County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public, if such disclosure is made by the County in a good faith effort, in its sole discretion, to comply with any public records request or other applicable laws.

**6. LIMITATIONS ON SCOPE OF COUNTY INDEMNIFICATION**, The parties acknowledge and understand that an unlimited indemnification by the County constitutes a violation of the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications by the County given to any party under this contract shall be deemed to be given only to the fullest extent permitted by law. Any indemnification given by the County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of the County's own officers, officials, employees, or agents only, and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.

**7. CHOICE OF LAW, FORUM, AND MEDIATION.** This Contract is made and entered into in Burke County, North Carolina, and shall be governed by North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Burke County. The Parties agree in good faith to first submit any disputes to mediation, being that formal process described by North Carolina in its Superior Court Alternative Dispute Resolution Program through the Dispute Resolution Committee. The Parties will attempt to agree on a North Carolina Certified Superior Court Mediator, with the

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understanding that this list is maintained by the North Carolina Dispute Resolution Commission, or another person by mutual consent. The parties shall mediate in good faith and share the costs of mediation equally.

**8. CONSTRUCTION & HEADINGS.** No rule of construction shall apply against any party as the drafter of this Contract, which is the result of an arms-length negotiation between the parties. The titles, captions, and headings of any and all portions of this Contract are intended for reference purposes only and shall not be deemed to affect the meaning or interpretation of the Contract's terms and conditions.

**9. MERGER,** This Contract is the entire agreement between the Parties with respect to its subject matter. There are no other verbal or written agreements with respect thereto between the Parties.

**10. MODIFICATION.** No modifications of this Contract shall be valid unless reduced to writing and signed by all parties hereto.

**11. SEVERABILITY.** The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization, without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

**12. SIGNATURE WARRANTY.** Any party executing this Contract as a corporate or other legal entity represents to the Parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Contract on behalf thereof has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.

**13. WAIVER OF CONSEQUENTIAL/PUNITIVE DAMAGES.** Under no circumstances whatsoever shall any party be entitled to recover, and all parties hereby waive their right to seek, any punitive, special, or consequential damages of any kind whatsoever, incurred in connection with any breach of this Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing this Contract against another party, including court costs, fees, and reasonable attorney's fees associated therewith, shall be recoverable by such prevailing party.

14. SAVINGS PROVISION. The County shall not be held in default or breach of the Contract unless it has first failed to cure any condition causing such breach or default within fifteen (15) days written notice thereof by the party alleging such default.

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**15. ELECTRONIC AND/OR DUPLICATE EXECUTION & ORDER OF EXECUTION.** The Contract may be executed in multiple counterparts, in which event each such executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and effect as the original.

**VENDOR:**

Vendor Name: Thomas Meek, D.O.

For Vendor: _____

Date: _____

**BURKE COUNTY:**

By: _____

Brian Epley, County Manager
P.O. Box 219, Morganton, NC 28680

This instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as "The Local Government Budget and Fiscal Control Act."

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