

## **Memorandum of Agreement**

THIS AGREEMENT, made the \_\_\_th day of \_\_\_\_\_ 2005, by and between the Campbell County Board of Supervisors, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “Board of Supervisors”), party of the first part; and, Altavista Life Saving & First Aid Crew, Inc., Brookneal Rescue Squad, Inc., Citizens Emergency Crew, Inc., Concord Rescue Squad, Inc., Rustburg Rescue Squad, Inc., and Campbell County Rescue Squad, Inc. (hereinafter referred to collectively as the “Emergency Medical Service Providers”), parties of the second part.

### **WITNESSETH:**

**WHEREAS**, Campbell County’s Emergency Medical Service Providers have long provided an emergency medical care system to those in need, which has and continues to be distinguished by a high quality standard of care delivered in a safe and dependable manner; and

**WHEREAS**, the Board of Supervisors and the Emergency Medical Service Providers agreed to assess the status of emergency medical services in Campbell County with the intent of insuring that the successes of the current system can be maintained while recognizing that the continued growth of Campbell County translates to increases with the number and frequency of calls for service; and

**WHEREAS**, this assessment has revealed there are challenges to the membership of the Emergency Medical Service Providers to respond to calls for service due to a variety of reasons including competing personal and employment demands made on volunteer membership as well as community expectations; and

**WHEREAS**, the Board of Supervisors and the Emergency Medical Service Providers understand this situation has been faced and successfully addressed in a significant number of other similarly situated localities throughout the Commonwealth of Virginia; and

**WHEREAS**, the Board of Supervisors and Emergency Medical Service Providers as a result of the assessment agree that the increasing number and frequency of calls for service have the potential to negatively impact our community’s historic high quality standard of care; and

**WHEREAS**, the Board of Supervisors and the Emergency Medical Service Providers have determined the most prudent and reasonable course of action in response to this situation is to supplement and support the Providers with qualified emergency medical service personnel employed by the Board of Supervisors as a response to the increasing needs and expectations of our community; and

**WHEREAS**, in order to memorialize and build upon the collaborative and cooperative process used by the Board of Supervisors and Emergency Medical Service Providers to assess the status of the emergency medical care needs of our community and to set forth the expectations of both parties for the chosen course of action, this *Memorandum of Agreement* is entered into based on the following:

1. The Board of Supervisors and the Emergency Medical Service Providers will establish an Emergency Medical Service Advisory Committee (EMSAC). The EMSAC will consist of representatives and alternates of Emergency Medical Service Provider agencies serving on the Campbell County Rescue Commission, the Rescue Commissioner or Vice-Commissioner, members of the Board of Supervisors serving on the Campbell County Public Safety Committee, the County Administrator or his Deputy, and the Director of Public Safety.

The purpose of the EMSAC is to consult with the Board of Supervisors and County staff on matters concerning County-employed Emergency Medical Service (EMS) personnel.

2. The Board of Supervisors will be responsible for all matters related to the County-employed EMS personnel including recruitment, selection, discipline, liability and property insurance, worker's compensation, promotion, training, and the annual appropriations of operational and capital funds. These responsibilities will be administered in consultation with the EMSAC with the decision-making authority vested with the Board of Supervisors or as from time to time the Board of Supervisors may delegate to County Staff.
3. All County-employed EMS personnel will meet certain minimum education, training, and experience qualifications as may be established by the Board of Supervisors after consultation with the EMSAC and County staff.
4. The scheduling, placement, procedures, protocol for responses to calls for service, and all other logistical issues related to County-employed EMS personnel will be the responsibility of the Department of Public Safety in consultation with the EMSAC. In furtherance of this operational task, the Department of Public Safety will be responsible for preparing a Standard Operating Guidance document which will be approved by the EMSAC. The Standard Operating Guidance will be annually reviewed and updated as needed by the Department of Public Safety in collaboration with and as approved by the EMSAC.
5. The Emergency Medical Service Providers will permit qualified County-employed EMS personnel to operate all Provider-owned vehicles within the Provider's established guidelines and have access to Provider supplies, equipment, and other materials involved with or related to the provision of emergency medical services. County-employed EMS personnel will not be

granted access to or use of any non-emergency medical care vehicle, equipment, supplies, or other materials without the specific permission of the respective Provider. Use of Provider-owned vehicles, supplies, equipment, and other materials related to the provision of emergency medical services will be equitably shared by all Emergency Medical Service Providers as determined by the Department of Public Safety in collaboration with the EMSAC.

6. The Board of Supervisors and the Emergency Medical Service Providers recognize the need for a charge for services program within Campbell County proper to provide a reliable revenue source to financially support the County-employed EMS personnel and the administration and management of the program.
7. The Board of Supervisors will implement and be responsible for a charge for services program whereby charges will be assessed to those individuals who are transported by County-employed EMS personnel and by the members of the Emergency Medical Service providers from anywhere within the boundaries of Campbell County. The use of County-employed EMS personnel in Emergency Medical Service Provider primary response areas in adjoining localities and charges for those services will be determined by separate agreement between Campbell County, the adjoining locality, and the Emergency Medical Service Provider. Members of Provider agencies, Volunteer Fire Departments, and local Law Enforcement agencies and their immediate families will automatically have all charges for services waived. The charge for service program will not preclude a Provider agency from providing humanitarian assistance (meaning activities not undertaken as a result of a 911 call for assistance) to members of their communities free of charge.
8. The Emergency Medical Service Providers will participate in, support, and coordinate the charge for services program to be implemented by the Board of Supervisors. Such participation, coordination, and support includes communicating to their membership, in conjunction with the Department of Public Safety, the procedures for preparing and reporting the necessary documentation along with any future revisions; ensuring the proper and timely processing of the documentation needed to recover allowable charges for services rendered; and, any other reasonable task needed for the efficient and effective administration of the charge for services program.
9. In consultation with the EMSAC, the Board of Supervisors will equitably distribute on an annual basis to the respective Emergency Medical Service Providers audited unobligated revenues received from the charge for services program. The distribution when combined with other regular County financial support will not exceed the Provider's annual cost to provide EMS service within Campbell County. Audited unobligated funds distributed to the Emergency Medical Service Providers may only be used for the provision of EMS services in Campbell County. Revenues in excess of the above described

maximum will be placed in a Capital Improvement Fund for future improvement of the County's EMS system. Capital Improvement funds will be obligated as determined by the Board of Supervisors in consultation with the EMSAC. The Board of Supervisors will provide the EMSAC with audited annual revenue and expenditure financial reports for the County-employed EMS personnel and the administration and management of the charge for services program. It is understood and agreed that the primary purpose of the charge for services program is to fully finance the County-employed EMS personnel and the administration and management of the program. Individual Emergency Medical Service Providers may ask the County to charge a fee for their service in their primary areas of responsibility in adjoining localities if the adjoining locality agrees to the fee and County-employed EMS personnel are not responsible for responding into the adjoining locality. Fees collected under this arrangement will be returned directly to the Emergency Medical Service Provider less the administrative cost of the collection.

10. The Board of Supervisors will continue to provide their current level of financial support to the individual Emergency Medical Service Providers and the overall County EMS system so long as a Provider continues to provide regular EMS service in the County. The distribution by the Board of Supervisors of any audited unobligated revenues from the charge for services program to the Emergency Medical Service Providers is in addition to their regular support and is in recognition of their participation in the program.
11. Nothing in this memorandum of agreement changes the obligation all parties have under current or future mutual aid agreements to provide emergency medical services to other localities in times of emergency or extreme need.
12. The Board of Supervisors agrees to hold the Department of Public Safety accountable for adherence to all laws, rules, and regulations relating to patient record keeping and patient confidentiality.
13. This memorandum of agreement will be reviewed and affirmed by the Board of Supervisors on an annual basis.

**WITNESS** the following signatures and seals, pursuant to due authority, all as of the day and year first written above.

Signed Copy on file with Public Safety

**Campbell County Board of Supervisors**

**Altavista Life Saving & First Aid Crew, Inc. (DBA Altavista EMS)**

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

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

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

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

**Witness:**

**Witness:**

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

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

**Brookneal Rescue Squad, Inc.**

**Citizens Emergency Crew, Inc.**

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

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

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

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

**Witness:**

**Witness:**

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

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

**Rustburg Rescue Squad, Inc.**

**Concord Rescue Squad, Inc.**

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

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

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

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

**Witness:**

**Witness:**

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

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

**Campbell County Rescue Squad, Inc.**

**Campbell County Rescue  
Commissioner**

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

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

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

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

**Witness:**

**Witness:**

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

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