EMERGENCY MEDICAL SERVICE STAFFING AGREEMENT

This Agreement (Agreement) is made this _____ day of June, 2010, by and between the Board of County Commissioners of Washington County, Maryland (Board), a body corporate and politic, and ___________________ (Company), a not-for-profit corporation duly organized and validly existing under the laws of the State of Maryland.

Policy Background

The overall goal of the emergency medical services (EMS) system is to provide excellent emergency care in a patient-oriented, consumer-driven approach exceeding all local, state, and national standards. Our commitment is to be progressive and proactive in our approach to fulfilling the emergency care needs of our community and to be efficient in the utilization of our resources.

The mission of the Board continues to be to support the volunteer fire and ambulance companies operating in Washington County, Maryland (County) in providing emergency services to the citizens of and visitors to the County.

The parties’ mutual objective is to maintain and enhance the emergency services provided to the citizens of and visitors to the County. To that end, the Board, at its meeting of December 15, 2009, adopted updated plan proposals and recommendations to the Emergency Medical Services: Plan for the Future.

The Washington County Volunteer Fire and Rescue Association, Inc. (WCVFRA) has been instrumental in resolving the issues confronting the parties concerning the adequate provision of emergency medical services in Washington County.

This Agreement solidifies the working relationship between the parties and establishes the mutual rights and responsibilities of those parties as they work together to further their mutual objectives.

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.
Terms and Conditions

1. Board’s Obligations

1.1. First-Year Grant Investment. For the fiscal year beginning July 1, 2010, and ending on June 30, 2011, the Board will provide an annual grant investment to the Company in the amount set forth in the attached Schedule A, payable in quarterly forward installments in July, October, January, and April. This grant investment shall be used by the Company to provide 24-hours-per-day emergency medical staffing coverage.

1.2. Subsequent-Year Subsidies. For the fiscal year beginning July 1, 2011 and for each subsequent fiscal year thereafter, the amount of the grant investment shall be determined pursuant to the Board’s regular budgeting process. The Board considers the grant investment to be a baseline budgetary funding expense to enable it to provide an essential service.

1.3. Subsequent-Year Grant Investment Payments. Subsequent annual subsidies will be paid in quarterly forward installments in July, October, January, and April.

1.4. Factors in Determination of Subsequent Year Subsidies. For fiscal years beginning on July 1, 2011 and thereafter, the amount of any Company’s grant investment shall be determined based upon the cost of providing emergency medical service staffing coverage to the Company’s first-due area, the Company’s billing and collection for services provided, the Company’s cooperation with the Board’s budgeting process, the Company’s satisfaction of its obligations under this Agreement, and the Company’s cooperation with the Division in the provision of emergency medical services.

1.5. Division of Emergency Services. The Board designates the Director of the Division of Emergency Services (Division) as the individual responsible for managing the Board’s relationship with the Company, and any reports required to be submitted to the Board under this Agreement shall be submitted to the Director.

2. Company’s Obligations

2.1. Responsiveness. The Company’s response rate (as comprised of the Company’s unit(s) as set forth on the attached Schedule A) to all requests for service in any 30-day period will not be comprised of more than five percent (5%) responses deemed by the Division as late, light crew, or failed.
2.2. **Staffing.** The Company will maintain staffing for the minimum transport unit(s) set forth in the attached Schedule A.

2.3. **Deficiencies.** If the Company is unable to meet its obligations under §§ 2.1 or 2.2, then the Director will provide notice to the Company of the deficiency and, if not cured by the Company within 60 days, then the Director may take any emergency steps necessary to provide emergency medical services within the Company’s first-due area, and the EMS Operational Program shall determine a final resolution for the deficiency. In the event that there is a dispute between the Company and the Director over whether an alleged deficiency actually exists, then the EMS Operational Program shall review relevant data, benchmarks, and standards, and render a decision regarding the actual existence of a deficiency. This decision shall be binding on the Company and the Director. The Company hereby assigns to the Board the right to any receivables generated as a result of the Board’s provision of staffing to the Company to maintain operation of the transport unit(s) identified in Schedule A.

2.4. **Staffing Information.** The Company agrees to provide material staffing information as requested by the Director to ensure the adequate provision of emergency medical services throughout the County. The information must be provided in the form and according to the schedule determined by the Director for the Company’s number of units as identified in Schedule A.

2.5. **Division Staff Assignment.** The Company agrees that the Director may assign Division staff, in the Director’s sole discretion, to meet a Company’s obligations under §§ 2.1 or 2.2. Except under extraordinary circumstances as determined at the discretion of the Director and the EMS Operational Program, Division staff so assigned shall not count towards fulfillment of the Company’s obligations under those sections.

2.6. **Billing.** All calls eligible for billing will be billed by the Company. The Company will regularly report, on the schedule and in the form requested by the Division, the status of billings and receivables. The Company’s billings will follow the guidelines and standards set forth in the WCVFRA Policy ________________.

2.7. **Compensation and Benefit Competitiveness.** The Company will provide compensation and benefits for the persons staffing the transport units at a level and on a scale commensurate with the compensation and benefit levels maintained by other Companies throughout the County. The Company’s compensation and benefit structure will be within the guidelines
promulgated or established by the EMS Operational Program. The EMS Operational Program will review annually the Company’s compliance with this Section 2.7.

2.8. **Compliance.** The Company must maintain compliance with all County and State emergency medical service operational standards and requirements.

2.9. **Information.** The Company must provide the Director with any financial or operational information requested by the Director and/or the Board. The information must be provided in the form and on the schedule required by the Director. In the event that the Company fails to provide the requested information in a timely manner or within fifteen days from the date when the information is due, then the Company’s next grant investment installment shall be assessed a penalty pursuant to the Board’s Financial Reporting and Auditing of Volunteer Fire and Rescue Companies policy.

2.10. **Purchasing.** The Company agrees to utilize, so far as is practicable, pooled or cooperative purchasing procedures so as to minimize operational expenses.

2.11. **Company’s Officers.** The Company must provide the Director with a list of the name, address, and telephone number(s) of the Company’s corporate officers and chief(s). The Company will keep this list up-to-date and will notify the Director of any changes to the list.

3. **General Provisions**

3.1. **Termination.** The Board or the Company may terminate its obligations under this Agreement with ninety (90) days written notice to the other. If from the Board, notice shall be given to the President and Chief of the Company; and if from the Company, notice shall be given to the Director and the County Administrator.

3.2. **Entire Agreement.** This Agreement contains the entire agreement among the parties and supersedes all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein, and no amendment or modification of this Agreement is valid unless the same is in writing and signed by each party to this Agreement.

3.3. **Further Assurances.** The parties hereto expressly covenant that they will execute such other and further documents and assurances as may be necessary to effect the promises and purposes of this Agreement.
3.4. **Choice of Laws.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland in effect at the time of its execution, without regard to the place of execution or ratification of this Agreement and without regard to any conflict of laws principles of the State of Maryland.

3.5. **Entire Understanding.** The parties hereby expressly certify that consent to the execution of this Agreement has not been obtained by duress, fraud, or undue influence of any person and that each party has had the opportunity for advice of counsel in the execution of this instrument. No representations of fact have been made by either party to the other except as herein expressly set forth; and this Agreement contains the entire understanding of the parties.

3.6. **Serverability.** If any provision of this Agreement shall be found to be invalid or void, it shall not affect or impair the remaining provisions which can be given effect without the invalid or void part.

3.7. **Disputes.** Any disagreement arising under this Agreement shall first be submitted to the EMS Operational Program for resolution.

3.8. **Forum.** Any dispute not resolved pursuant to § 3.7 shall only be heard in a court of competent jurisdiction located in Washington County, Maryland.

3.9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, when considered together, shall constitute the original Agreement.

3.10. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors.

3.11. **No Assignment.** This Agreement cannot be assigned by the Company without the prior written consent of the Board.

3.12. **No Waiver.** Any party’s failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver or future enforcement of that provision or any provision of this Agreement.

3.13. **Electronic Transmission and Execution.** This Agreement may be transmitted electronically or digitally. Execution of this Agreement by affixing or reproducing any signature hereon by an electronic or digital
method shall be considered as if the parties hereto manually executed same with a pen upon paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

ATTEST:                                    BOARD OF COUNTY COMMMRS OF
                                            WASHINGTON COUNTY, MARYLAND

_________________________________________  ____________________________
County Clerk                                 John F. Barr, President

ATTEST:                                    XXXXXX

_________________________________________
Secretary                                   President

_________________________________________
Witness                                     Chief

Approved as to legal sufficiency:

_________________________________________
Kirk C. Downey                              Assistant County Attorney
## SCHEDULE A

<table>
<thead>
<tr>
<th>Company No. &amp; Name</th>
<th># of Units</th>
<th>Grant Investment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 – Williamsport Vol. Fire &amp; Emergency Medical Services, Inc.</td>
<td>1</td>
<td>$114,293.00</td>
</tr>
<tr>
<td>19 – Sharpsburg Area Emergency Medical Services, Inc.</td>
<td>1</td>
<td>$309,236.00</td>
</tr>
<tr>
<td>26 – The Volunteer Fire Company of Halfway, Maryland, Inc.</td>
<td>1</td>
<td>$60,226.00</td>
</tr>
<tr>
<td>49 – Clear Spring Ambulance Club, Inc.</td>
<td>1</td>
<td>$286,391.00</td>
</tr>
<tr>
<td>59 – Hancock Rescue Squad, Inc.</td>
<td>1</td>
<td>$276,537.00</td>
</tr>
<tr>
<td>69 – Boonsboro Ambulance &amp; Rescue, Inc.</td>
<td>1</td>
<td>$113,437.00</td>
</tr>
<tr>
<td>75 – Community Rescue Service, Inc.</td>
<td>5</td>
<td>$300,000.00</td>
</tr>
<tr>
<td>79 – Smithsburg Emergency Medical Services, Inc.</td>
<td>1</td>
<td>$206,400.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>12</strong></td>
<td><strong>$1,666,520.00</strong></td>
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