

**AMENDED AND RESTATED
OPERATIONS AND MANAGEMENT AGREEMENT FOR
EMERGENCY MEDICAL SERVICE**

THIS AGREEMENT, made and entered into as of the date of last signature by and between SOUTHAMPTON COUNTY, a political subdivision of the Commonwealth of Virginia (the “County”) party of the first part; MEDICAL TRANSPORT, LLC, a Virginia limited liability company (“MT”), party of the second part, and BOYKINS VOLUNTEER FIRE DEPARTMENT AND RESCUE SQUAD, INC., a Virginia non-stock corporation (“Boykins”), CAPRON VOLUNTEER FIRE DEPARTMENT AND FIRST AID SQUAD, INC., a Virginia non-stock corporation (“Capron”), and THE COURTLAND VOLUNTEER RESCUE SQUAD, INCORPORATED, AND IVOR VOLUNTEER RESCUE SQUAD, INC., a Virginia non-stock corporation (“Courtland,” and together with Boykins and Capron, (each a “VRS”)), parties of the third part.

BACKGROUND AND REITERATIONS

1. The parties entered into agreement on December 17, 2001 to arrange for emergency medical services for the benefit of the citizens of Southampton County during those certain times of the week when volunteers are least able to respond, Monday through Friday, 6:00 a.m. to 6:00 p.m.

2. Notwithstanding significant improvements experienced following the original agreement, the overall number of volunteers in the county continued to decline, often making it difficult for the volunteer squads and departments to expeditiously respond to emergency calls on week nights and weekends, which resulted in amendments in December 2004, March 2005, March 2014, June 2014 and March 2016.

3. The COUNTY, MT and each VRS desire to expand and enhance the scope of services provided by MT to include one ALS service provider at each VRS each Monday from 6:00 p.m. through 6:00 a.m. Tuesday morning.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties, it is hereby restated and agreed as follows:

1. APPROVAL BY GOVERNING BODY.

Section 15.2-955 of the 1950 Code of Virginia, as amended, provides that no volunteer rescue squad, emergency medical service organization or other organization providing similar type services, or volunteer fire-fighting organization shall be established in any locality on or after July 1, 1984, without the prior approval by resolution of the governing body. The Board of Supervisors is the “governing body” for the locality in which each VRS operates. This agreement, once approved by the Board of Supervisors and executed by its Chairman, shall be considered approval by the Board of Supervisors for MT to establish itself in Southampton County and provide emergency medical services.

2. APPROVAL BY VOLUNTEER RESCUE SQUAD.

MT may utilize facilities, equipment, and supplies owned and/or controlled by each VRS. Furthermore, MT may utilize Courtland’s equipment, including its zone car, to respond to calls outside its first-run designated area, in accordance with policies mutually established between the Southampton County Sheriff’s Office and the Southampton County Fire and Rescue Association, acting by and through its EMS Advisory Committee. COUNTY agrees to provide additional funding in the sum of six thousand five hundred dollars (\$6,500) annually to Courtland to defray expenses associated with operation of its zone car, and further agrees to assist with the purchase of a new zone car, the terms of which shall be satisfactorily negotiated between the parties, when it becomes necessary to replace the existing zone car.

3. PERSONNEL.

Service providers used by MT to provide services within Southampton County, and as noted above (each a “Service Provider”), shall pass a criminal record check and drug screen test, and be competent and holders of appropriate licenses and permits to perform the services hereunder. Specifically, all Service Providers shall have current EVOC certificates, valid Virginia Driver’s licenses, an acceptable driving record and be released to practice in the Tidewater Emergency Medical Services (TEMS) region. Upon written request, a copy of each service provider’s EMS certifications, licenses and driving record shall be furnished to the County and the Captain(s) of the Volunteer Rescue Squads at which the applicable Service Provider is stationed.

4. CONTRACT COMMENCEMENT; HOURS OF OPERATION.

Upon the Effective Date, MT shall (1) continue to provide emergency ambulance services on behalf of Boykins and Capron by providing Service Providers as noted in the chart below, for all calls dispatched between the hours of 6:00 a.m. to 6:00 p.m., each Monday through Friday; (2) continue to provide emergency ambulance services on behalf of Courtland by providing Service Providers as noted in the chart below, 24 hours daily, 365 days per year; (3) continue to provide emergency ambulance services on behalf of Boykins and Capron by providing Service Providers as noted in the chart below, each weekend from 6:00 p.m. Friday evening through 6:00 a.m. Monday morning; and (4) beginning at 6:00 p.m. on the first Monday following the Effective Date, or as soon thereafter as reasonably practicable, provide emergency ambulance services on behalf of Boykins and Capron by providing one Service Provider at Boykins and Capron from 6:00 p.m. Monday evening through 6:00 a.m. Tuesday morning.

VRS	Coverage - Monday thru Friday Days	Coverage - Saturday and Sunday	Coverage - Monday Evening
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Boykins, Capron and Ivor	A minimum of two (2) Service Providers shall be posted for duty each week day, from 6:00 a.m. to 6:00 p.m. One of the aforesaid Service Providers at each VRS shall be either a Paramedic or EMT/I, and the other shall be e EMT/B.	A minimum one (1) Service Provider shall be posted for duty from 6:00 p.m. Friday evening through 6:00 a.m. Monday morning.	A minimum one (1) Service Provider shall be posted for duty from 6:00 p.m. Monday evening through 6:00 a.m. Tuesday morning.
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VRS	Coverage
Courtland	A minimum of two (2) Service Providers shall be posted for duty at Courtland, twenty-four (24) hours daily, three hundred-sixty-five (365) days per year. One of the aforesaid Service Providers at each VRS shall be either Paramedic or EMT/I, and the other shall be e EMT/B.

Service Providers at each VRS shall be responsible for responding to calls in accordance with policies approved by MTL, which are mutually established between the Southampton County Sheriff's Office and the Southampton County Fire and Rescue Association, acting by and through its EMS Advisory Committee.

MT shall use commercially reasonable efforts to avoid rotation whenever possible of its Service Providers between the respective VRSs with the exception of sick and vacation days or emergencies or other unexpected situations.

MT shall provide professional and courteous conduct and appearance at all times.

MT shall perform drug and alcohol testing for the Service Providers in accordance with its policies and procedures. Upon written request, MT shall provide documentation to the County Administrator to document compliance with this provision.

Either the Operational Medical Director (OMD) or respective Captain of each VRS may request removal of any Service Provider who misconducts himself/herself, or is incompetent, or is negligent in the performance of his/her duties. The OMD or respective Captain shall give Service Provider an opportunity to explain his/her actions in the presence of the MT's management prior to making such a request.

5. RESPONSE TIME STANDARD.

MT shall arrive at the given location with a transport-capable ALS ambulance at the location of each emergency call, within 14 minutes and 59 seconds of being dispatched, on not less than ninety percent (90%) of all such emergency calls as measured on a calendar month basis. "Arrive at the given location" shall be the moment that a fully equipped transport-capable ambulance arrives at the location of the request for service and the crew notifies the County's dispatcher that it is fully stopped and the ambulance crew is exiting the vehicle to approach the scene of the emergency.

MT may, on occasion, implement a form of System Status Management to better meet the mandated response time standard. This may involve temporary relocation of VRS equipment to a central posting site when one or more squads have been dispatched and are expected to be detained for substantial periods of time. Temporary relocation of equipment is expected to be minimal and incorporated only when deemed necessary by MT to meet the response time standard.

When requested, response time compliance shall be calculated and reported by MT on a monthly basis to the County Administrator and each respective VRS Captain. For every response exceeding the response time standard defined herein, MT shall submit monthly, in writing, the cause of such extended response and its steps to eliminate its recurrence.

The County will continually monitor MT's operations in a manner that facilitates retrospective analysis utilizing data retrieved from its computer-aided dispatch system.

Chronic failure to comply with the response time standard may, in the sole discretion of the County, constitute default of this Agreement.

6. CLINICAL PERFORMANCE.

With respect to clinical performance, MT shall directly satisfy its Operational Medical Director (OMD), Stephen M. Skrip, M.D. If, in the opinion of the OMD, MT fails to correct chronic deficiencies in its clinical performance, and this continued clinical performance endangers public health and/or safety, a recommendation of a major breach of this agreement may be immediately forwarded to the County Administrator.

The OMD shall determine medical protocols, monitor the clinical aspects of MT's performance, formulate recommendations for improving performance, and enforce medically-related standards required by this agreement, state law or regulation.

MT shall welcome and encourage additional medical oversight from the OMD of each respective VRS, but ultimate clinical oversight of MT's employees shall be provided by MT's OMD. MT agrees to cooperate with and participate in all medical audits as may be required by its OMD or the OMD of any VRS.

7. IN-SERVICE TRAINING.

MT shall conduct or cause to be conducted a quarterly in-service training program, available for all system participants including volunteers. The in-service training program, at a

minimum, will be at least fifteen (15) contact hours per year and meet all requirements for maintenance of the appropriate state certification requirements for field personnel. This training will be provided at no cost to system participants. Classes shall consist of content for Category 1 CEU's through the Virginia Office of EMS and course topics shall be mutually agreed upon by MT and VRS.

MT shall assure and provide documentation to the County Administrator and the Captain(s) of the Volunteer Rescue Squads at which MT personnel are stationed that all MT EMS providers attend sufficient continuing education required to maintain their appropriate certification.

8. **REPORTING REQUIREMENTS.**

PPCR Forms -MT shall complete an approved pre-hospital patient care report (PPCR) form for each completed transport, turn-around, or no-transport call. The PPCR form is required for all patients for whom care is rendered at the scene, or with whom contact is made regardless of whether the patient is transported. Forms shall be filed in accordance with the respective VRS policies and procedures.

Employees' Certification -MT shall provide a copy of each employee's certification and continuing education records to the Captain(s) of the Volunteer Rescue Squads at which personnel are stationed, as required by state regulations and compliance with this Agreement.

Blood Borne Pathogens - MT shall provide to the Captain(s) of the Volunteer Rescue Squad at which personnel are stationed an annual notarized statement that each of its employees have received the required immunizations for hepatitis, or have refused to do so, and have completed the required blood borne pathogen and infectious disease training as prescribed by OSHA (29 CFR Part 1910.1030).

Daily Operations Report - MT shall record a daily operations report documenting response time compliance, transports, mutual aid, and unit hour utilization. This report shall provide both the daily and cumulative monthly performance. Said report shall be provided on a monthly basis to the Captain of each respective VRS and to the County Administrator.

9. **RELATIONSHIP OF PARTIES.**

MT is providing the services hereunder as an independent contractor and is neither agent, employee, partner nor joint venturer of COUNTY or any of the VRSs.

MT shall be responsible to the VRS at which their Service Providers are stationed. Service Providers shall answer to and be directed by the ranking officer of that VRS and shall follow all departmental standard operating procedures, rules, and regulations. At the direction of the Captain of each respective VRS, MT personnel may be called upon to assist with station duty and preventive maintenance on the facility and equipment.

It is expected that MT's employees will serve side-by-side with existing volunteers. In order to avoid any confusion, the highest trained provider on scene shall be considered the

“AIC” and will have control over patient care. Overall scene command will follow the chain of command for each respective volunteer rescue squad (i.e. Captain, Lieutenant, Sergeant, AIC, etc.) In special circumstances, the chain of command may vary depending on the nature of the incident which may include fire departments, law enforcement, or other county officials.

10. UNIFORMS.

Uniforms shall be provided by each respective VRS to all Service Personnel stationed at the respective VRS, and at no cost to MT.

11. ADMINISTRATIVE CONTACT.

MT shall provide an administrative contact person who shall be available by phone to resolve any administrative issues that may arise from performance under this contract.

12. REMUNERATION.

In exchange for the services provided by MT, COUNTY agrees to provide remuneration to MT in the sum of One Million, Five Hundred Sixty One Thousand, Six Hundred Eight dollars and No Cents (\$1,561,608.00) payable in equal monthly installments, in arrears, on the last working day of each month for which services are provided under this agreement.

The basis and breakdown of remuneration is as follows:

All Squads — Monday - Friday, 6:00 a.m. to 6:00 p.m.	\$ 609,424.02
Courtland — All nights and weekends	20,498.83
Ivor, Capron, Boykins — All weekends	271,869.06
Ivor, Capron, Boykins — Friday nights	72,072.00
Adjustment for the cost of Covering Vacation and Sick Time (PRN)	\$214,230.00
Ivor, Capron, Boykins — Monday nights	<u>73,514.00</u>
	<u>\$ 1,561,608.00</u>

Beginning in 2019, and for each year thereafter during which this Agreement remains active, (1) MT will request any fee increases on or before February 1st of the applicable year, and the County will advise if the fee increase is accepted on or before the 4th Tuesday in May of the applicable year; and (2) the parties shall execute an amendment to this Agreement each year to reflect the aggregate fees for the applicable year.

If the County does not provide a timely response and/or agree to the fee increase presented by the MT, then this Agreement shall terminate on September 30 of the applicable year.

13. INDEMNITY.

MT binds itself to indemnify, defend, save and hold County and its respective agents, its Board of Supervisors, and each of the VSRs and their officers and directors harmless from and

against any act, judgment, claim, demand, suit, proceeding, expense, order, action, loss, damage, cost, charge, interest, fine, penalty, liability, attorney and expert fee, and related obligation (collectively, "claims") arising from or related to acts and omissions of MT in its performance or non-performance under this Agreement, whether direct or indirect including but not limited to liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state, and local government agencies on Southampton County or its volunteer rescue squads by reasons of the direct or indirect actions of MT.

These obligations do not cover claims against County or each VRS arising from their own negligence, gross negligence or intentional misconduct.

Likewise, County binds itself to indemnify, defend, save and hold MT and its respective agents, successors and assigns harmless from and against any act, judgment, claim, demand, suit, proceeding, expense, order, action, loss, damage, cost, charge, interest, fine, penalty, liability, attorney and expert fee, and related obligation (collectively, "claims") arising from or related to acts and omissions of the County or VRS in its performance or non-performance under the agreement, whether direct or indirect including but not limited to liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state, and local government agencies on MT by reasons of the direct or indirect actions of the County or VRS.

14. INSURANCE INDEMNITY PROVISIONS.

MT shall procure, pay for, and maintain the minimum insurance coverages and limits as provided for in this Agreement. This insurance shall be evidenced by delivery to Southampton County a certificate of insurance executed by a financially stable insurance carrier licensed or permitted to write insurance by the Virginia Bureau of Insurance. The following coverages shall be provided:

- A. **Commercial general liability insurance** with limits of not less than \$2,000,000 per occurrence, and \$4,000,000 annual aggregate.
- B. **Professional medical liability insurance** including errors and omissions with minimum limits of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
- C. **Worker's compensation coverage** with limits of not less than \$500,000 bodily injury and \$500,000 bodily injury by disease.
- D. **Umbrella coverage** in the amount of at least \$3,000,000 shall be provided as additional coverage to all underlying liability policies, including professional liability.
- E. **Endorsements required** - Sixty days prior to the expiration, cancellation, non-renewal or any material change in coverage or limits on any policy, a notice

thereof shall be sent to the Southampton County Administrator at his address of record by the insurer. Companies issuing the insurance shall have no claims against Southampton County for payment of premiums or assessment of deductibles, which are the sole responsibility and risk of the Contractor. All such policies shall name Southampton County and its employees and Board of Supervisors, the Southampton County Sheriff's Office and its employees, Boykins Volunteer Fire Department and Rescue Squad, Inc., and its officers and directors, Capron Volunteer Fire Department and First Aid Squad, Inc. and its officers and directors, The Courtland Volunteer Rescue Squad, Incorporated, and its officers and directors, and Ivor Volunteer Rescue Squad, Inc. and its officers and directors and their respective Operational Medical Directors as additionally named insureds.

15. PERFORMANCE BOND.

MT has furnished a contract performance bond with surety satisfactory to the Southampton County Attorney to guarantee its performance under the terms of this Agreement.

16. REQUIREMENTS OF RFP, TERMS OF PREVIOUS AGREEMENTS AND SUPPLEMENTAL AGREEMENTS INCORPORATED.

The parties agree that all requirements contained in the County's original RFP and all terms and provisions contained in previous agreements and supplemental agreements are incorporated by reference into this agreement, though not necessarily expressly stated.

17. TERM AND RENEWAL PROVISIONS.

The term of this contract shall be from the Effective Date until December 31, 2018. It shall automatically renew for successive terms of one (1) year subject to the right of any party to cancel the agreement with one hundred twenty (120) days advance written notice.

18. ASSIGNMENT OF RIGHTS.

No assignment of this Agreement, or any right accruing under this Agreement, shall be made, in whole or in part, by any party without the express written consent of the others, and, in the event of any assignment to which all consent, any assignee shall assume the liabilities and obligations of the assignor.

19. AMENDMENTS.

No additions, supplements, annexes to, or amendment, alteration or modification of all or part of this Agreement shall be of any force or effect, unless in writing, executed by all parties and attached hereto. No amendment of any provision of this Agreement shall imply the modification of any other provision.

20. SEVERABILITY.

If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

DRAFT

WITNESS the following signatures and seals affixed hereto as of the day and year written herein above:

(SEAL)

COUNTY OF SOUTHAMPTON

Attest:

Clerk

By: _____

Chairman, Board of Supervisors

(SEAL)

MEDICAL TRANSPORT, LLC

Attest:

By: _____

Authorized Officer

(SEAL)

**BOYKINS VOLUNTEER FIRE
DEPARTMENT AND RESCUE SQUAD, INC.**

Attest:

By: _____

President

(SEAL)

**CAPRON VOLUNTEER FIRE
DEPARTMENT AND FIRST AID SQUAD,
INC.**

Attest:

By: _____
President

(SEAL)

**THE COURTLAND VOLUNTEER RESCUE
SQUAD, INCORPORATED**

Attest:

By: _____
President

(SEAL)

IVOR VOLUNTEER RESCUE SQUAD, INC.

Attest:

By: _____
President