

**MEMORANDUM OF UNDERSTANDING
REGARDING EMS TRANSPORT & PARAMEDIC SERVICES
BETWEEN THE CITY OF MADISON & HH HEALTH SYSTEM EMERGENCY
MEDICAL SERVICES, LLC**

THIS AGREEMENT is made by and between **HH Health System-Emergency Medical Services, LLC d/b/a HEMSI** (hereinafter referred to as “HEMSI”) and the **City of Madison, Alabama**, a municipal corporation (hereinafter referred to as “City”) (collectively, the “Parties”), and shall be effective May 1, 2024.

WHEREAS, it is the objective of the Parties to promote public health, safety, and welfare by providing appropriate levels of Emergency Medical Services (“EMS”) transport throughout the service area of the Madison Fire and Rescue Department (“MFR”) and each party’s agreement to and authorization of its employees’ participation in the emergency medical service procedures outlined in this MOU shall be in consideration of this objective; and

WHEREAS, HEMSI outfits ambulance units which provide advanced life support (“HEMSI ALS Units”) services, as well as units which because of the level of training, certification, equipment and supplies available, provide only intermediate life support or basic life support services (“HEMSI Non-ALS Units”); and

WHEREAS, because HEMSI ALS Units may not always be available to meet demand, HEMSI Non-ALS Units may sometimes be dispatched to scenes or incidents which, after assessment, are determined to need an advanced life support (“ALS”) response; and

WHEREAS, MFR units include trained paramedics, carry equipment necessary to provide ALS services, and respond to incidents and scenes which often result in HEMSI transports; and

WHEREAS, when the medical condition of patients is determined to require advanced life support (“ALS”) services, the Parties desire to provide for continuous ALS care during transport to a hospital even when transport is by a HEMSI Non-ALS Unit; and

WHEREAS, the City can provide trained paramedics employed by MFR to assist with providing ALS patient care on HEMSI Non-ALS Units; and

WHEREAS, the City agrees to provide the emergency medical services described herein below to HEMSI in furtherance of the objectives of the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Paramedic Transport Services for Advanced Life Support: The MFR shall provide paramedics to accompany patients to a hospital when ALS care is medically necessary and not available on the responding HEMSI EMS unit. Under such circumstances the Parties will provide paramedic support according to the following procedures:

- a. Incident Scene Determinations: When a HEMSI ALS Unit is not available to respond to a call, and response is provided by a HEMSI Non-ALS Unit, then either Party may recognize and make an on-scene determination for the need for initial or continued ALS care. If HEMSI has no ALS unit immediately available to respond, then responding MFR paramedics shall have the discretion to decide whether rapid transport and continued paramedic-level care is medically necessary and, if so, will maintain or assume patient care at the scene of the response. The Parties will establish the need for transport through recognition of physiological or anatomical conditions, mechanisms of injury, or the need for advanced medications or procedures. If personnel of HEMSI or MFR disagree concerning whether continuous ALS care is necessary during transport, then MFR shall seek medical direction from emergency medicine physicians on the medical staff at hospitals to which transport is anticipated.
 - b. Transport & Equipment:
 - i. When continued ALS care during transport is determined to be necessary, HEMSI personnel on the HEMSI Non-ALS Unit will allow MFR paramedics to assume or maintain medical control of patient care during transport, and HEMSI personnel will provide as much access as possible to ambulance equipment.
 - ii. When accompanying patients in HEMSI Non-ALS Units, MFR paramedics will transfer their ALS equipment from MFR vehicles to the HEMSI Non-ALS Unit to use during transport. The Parties acknowledge that equipment available may be limited depending on what type of unit is available and that HEMSI Non-ALS units typically do not contain ALS equipment.
 - iii. Along with all other vehicle operations, HEMSI Personnel will drive the vehicle and operate the stretcher and power load systems in each HEMSI Non-ALS Unit for each such transport.
 - iv. MFR retains discretion over whether to send MFR personnel to accompany a HEMSI Non-ALS Unit to the hospital.
 - c. Documentation: Each Party shall document the time and nature of patient care provided during response according to its internal reporting procedures and shall engage in after-action review in cases where disputes or questions about appropriate care levels have arisen.
2. Chain of Command: The placement and day-to-day assignment of each MFR paramedic is within the sole discretion of and under the supervision of the Madison Fire Chief or his designee, as well as MFR's medical director. MFR Paramedics shall at all times remain under the MFR chain of command, as well as MFR rules, regulations, and standard operating procedures. The parties acknowledge that MFR paramedics are not within the HEMSI administrative chain of command.

3. Independent Contractor: The City, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of HEMSI, but shall be deemed to be an independent contractor. HEMSI does not and will not assume any responsibility for the means by which or manner in which services by the City provided herein are performed, but on the contrary, the City shall be wholly responsible, therefore. In no way and under no circumstances shall the employees of the City be deemed or construed to be employees of HEMSI or entitled to any compensation, adjustments, or other benefits inuring to employees of HEMSI. No paid or cash compensation of any kind shall be due from one party to the other under this MOU.
4. Compliance with laws: In carrying out the terms of this Agreement, the City agrees to comply with all applicable federal, state, and local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment. Specifically, without limitation, by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
5. Non-Assignment: Neither party shall transfer or assign this Agreement or any of the rights or privileges granted therein.
6. Term & Termination: This Agreement shall come into effect on the Effective Date and shall remain in effect for one calendar year, ending April 30, 2025. Thereafter, this MOU shall automatically renew for successive one-year terms unless terminated by either party upon no less than thirty (30) days' prior written notice to the other party. Both Parties agree that upon violation of any of the covenants or agreements herein contained on account of any act, omission, or commission by either party, the City or HEMSI may, as its option, provide written notice of its intention to terminate unless the breach is cured. The party receiving the notice will be afforded at least thirty (30) days within which to cure the breach asserted in the notice.
7. Entire Agreement, Waiver, and Amendment: This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by duly authorized representatives of both Parties.
8. Governing Law & Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. The Parties shall endeavor to resolve any dispute arising out of or relating to this Agreement by mediation under the Alabama Civil Mediation Rules. Unless the Parties agree otherwise, the mediator will be selected from the Alabama Civil Mediators Roster. Any controversy or claim arising out of or relating to this Agreement or the breach,

termination or validity thereof, which remains unresolved thirty (30) days after conclusion of a mediation conducted under applicable rules, shall be resolved by arbitration by a sole arbitrator in accordance with the applicable rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

9. Third Parties: Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
10. Headings: The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.
11. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

IN WITNESS WHEREOF, the Parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on these respective dates.

CITY OF MADISON, ALABAMA,
a municipal corporation

ATTEST:

By: _____
Paul Finley, Mayor

By: _____
Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of April, 2024.

Notary Public

HH HEALTH SYSTEM-EMERGENCY MEDICAL SERVICES, LLC

By: _____
Jon Howell, President

Date: _____

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jon Howell, whose name as President is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of HH Health System-Emergency Medical Services, LLC.

Given under my hand and official seal this _____ day of April, 2024.

Notary Public