

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
AND
TUPELO FIRE DEPARTMENT**

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish the responsibilities of and the relationships between the University of Mississippi Medical Center on behalf of its Mississippi Center for Emergency Services, hereinafter referred to as UMMC, and the **Tupelo Fire Department**, hereinafter referred to as **TFD**, regarding non-transport emergency medical services, the development of an available statewide system of medical control for first responders, and the development of educational programs for emergency medical services.

II. PARTIES

The parties to this MOU are UMMC and **TFD**.

III. RESPONSIBILITIES OF UMMC

- A. For Non-transport Emergency Medical Services (“NT-EMS”), as requested:
- i. Provide statewide, jurisdictional medical control service, both online and offline.
 - ii. Provide medical direction.
 - iii. Provide quality assurance services.
 - iv. Provide a lead point-of-contact to coordinate compliance with Mississippi State Department of Health (MSDH) rules and regulations.
 - v. UMMC reserves the right to withhold or revoke medical control from any NT-EMS staff member that has been deemed unsafe, has failed to provide appropriate documentation, has failed to complete the required training, has failed to complete the application process, or who the medical director deems inappropriate to be functioning in an EMS role.
 - a. This will be communicated to the **TFD** leadership.
- B. Education Programs:
- i. Provide relevant education and training, which may be done in conjunction with an appropriate training academy or other organization.
 - ii. Provide access to appropriate Mississippi Center for Emergency Service education and training.
 - iii. Provide or collaborate with a training academy or other organization to provide protocol updates and/or refreshers.

- C. General Medical Advisement
 - i. Provide guidance on medical issues, trends, and policies to **TFD** leadership team.

IV. RESPONSIBILITIES OF **Tupelo Fire Department**

- A. Non-transport Emergency Medical Services (“NT-EMS”):
 - i. Provide a lead point-of-contact for certification, training, and registration management.
 - ii. Provide a lead point-of-contact for quality assurance follow-up.
 - iii. Provide access to patient charts and other related data for quality assurance review and follow-up.
 - iv. Maintain appropriate records/files for EMR, EMT, EMT-A, and Paramedics who are eligible to receive services provided by UMMC pursuant to this MOU.
 - v. Provide to UMMC or the **TFD**, at their request, any EMS-related certifications or training records required to confirm medical competency and compliance with applicable regulations.
 - vi. Requires all staff members holding medical control under UMMC to complete all required refreshers, protocol review, or other needed educational events.
 - vii. Perform appropriate remedial training and take appropriate action for staff members that have been deemed to have quality assurance issues.

V. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This MOU may be amended only by written amendments duly executed by UMMC and **TFD**, respectively.

VI. EFFECTIVE DATE

This MOU becomes effective upon the last date of signature, below (“Effective Date”) and shall remain in effect for five (5) years, unless terminated as described herein.

VII. TERMINATION

Either party may terminate this MOU upon sixty (60) days prior written notice to the other party.

VIII. COMMUNICATIONS

To provide consistent and effective communications between UMMC and **TFD**, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this MOU.

IX. GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed and enforced in accordance with the internal laws of the State of Mississippi, without consideration of its conflict of laws principles, and shall be binding upon the parties hereto in the United States and worldwide.

X. LIABILITY

The parties, as governmental entities of the State of Mississippi or political subdivisions thereof, are each protected from liability pursuant to the Mississippi Tort Claims Act. Personnel from each party will be presumed to be acting within the course and scope of their employment in performing duties hereunder. Each party shall be considered to be independent of the other and neither shall be responsible for the acts or omissions of the other party.

XI. SIGNATURE AUTHORITY

Each individual signing below acknowledges that he or she is duly authorized by their respective party to sign this MOU and to bind the party to the terms and conditions hereof.

IN WITNESS WHEREOF, This MOU shall take effect as of the last date of signature below when it has been executed by the duly authorized representative of each party.

University of Mississippi Medical Center

Tupelo Fire Department

Signature: _____

Signature: _____

Name: Rachel Gressett

Name: Brad Robinson

Title: Executive Director, Contracts Administration

Title: Fire Chief

Date: _____

Date: _____