

**MEMORANDUM OF AGREEMENT REGARDING
MARSHALL COUNTY AMBULANCE SERVICE**

1. **PARTIES:** This is a Memorandum of the Local Intergovernmental Agreement reached between the Marshall County Fiscal Court (hereinafter "Fiscal Court") and the Marshall County Hospital District (hereinafter "Hospital"). Presently the Fiscal Court operates the Marshall County Ambulance Service and the Marshall County Hospital District operates the Marshall County Hospital and Long Term Care Facility.

2. **PURPOSE:** This Memorandum is to record the Agreement between the Fiscal Court and the Hospital in which the Fiscal court agrees that the Hospital will solely manage the Marshall County Ambulance Service for it under this Agreement.

3. **DUTIES:** The Hospital, as manager, shall have all general oversight responsibility and authority including the following duties:

A. FINANCIAL MANAGEMENT:

(a) The Hospital shall prepare and execute an annual operating budget in accordance with the budget policies of the Hospital.

(b) The Hospital shall be charged with expending the necessary and reasonable operating expenses authorized by the Annual Operating Budget as approved annually and as amended from time-to-time by the Fiscal Court. The Hospital shall submit a monthly report regarding same to the Fiscal court but no further approval of the expenditures by the Fiscal Court is required, except in two instances. The prior approval of the Fiscal Court is required for any expenditure with a single cost greater than five thousand dollars (\$5,000.00), or any contract or lease which is in excess of three years.

(c) The Fiscal Court shall make all capital expenditures defined as having a cost of at least \$500.00 and a usable life of at least 3 years. Such expenditures may be made by the Fiscal court from the existing capital accumulation fund which remains under the control of the Fiscal Court.

B. PERSONNEL MANAGEMENT:

(a) The present Executive Director of the Marshall County Ambulance Service, to wit: Mark Harrison, shall continue to serve as Executive Director at the pleasure of the Fiscal Court. The Hospital shall undertake an annual evaluation of the Executive Director to be reported to the Fiscal Court. Only the Fiscal court shall have the authority to remove the current Executive Director. In all other matters the Executive Director shall be under the authority and control of the Hospital as manager of the Ambulance Service, and his status shall be the equivalent of a department director for the hospital.

(b) Should the Fiscal Court remove Mark Harrison as Executive Director, or should he voluntarily retire or otherwise terminate his appointment, the new Executive Director of the Ambulance Service shall be an employee of the Marshall County Hospital.

(c) The Hospital shall establish a Medical Director to provide direct medical supervision of paramedics and all paramedic services and support requirements; and to carry out such other duties as are assigned to him by the Hospital from time-to-time. The Medical Director is not considered an employee of the Ambulance Service.

(d) All of the present employees of the Marshall County Ambulance Service who are employees of the Fiscal Court shall remain as employees of the Fiscal Court under the direct supervision of the Executive Director with the same or similar job duties and responsibilities. The Hospital will reimburse the Fiscal court all costs of such employees.

(e) All new employees of the Marshall County Ambulance Service shall be employees of the Hospital. Any present Fiscal Court employee who so desires may become an employee of the Hospital during the term of this Agreement.

(f) All employees of the Marshall County Ambulance Service, whether Fiscal Court employees or hospital employees, are under the direct supervision of the Executive Director and subject to termination, discipline and other employee actions in accordance with the Fiscal Court's Administrative Code for Fiscal Court employees and the Hospital's Personnel Policies and Procedures for Hospital employees.

(g) The fiscal court will be responsible for uniform and recertification costs of all ambulance personnel.

C. OPERATIONS:

(a) The Hospital shall provide all day-to-day administrative and professional support for the Marshall County Ambulance Service.

(b) The Hospital shall provide ongoing monitoring as to quality assurance and risk management.

4. MANAGEMENT FEE: For and in consideration of these services, the Fiscal court agrees to pay to the Hospital the sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) as an annual management fee. This sum shall be paid in twelve equal consecutive monthly installments due and payable on the first day of each month. Except for the costs associated with its retained employees as set out above, and

capital expenditures, the Fiscal court shall have no other financial responsibility for the operation of the Ambulance Service and sufficient funding of such shall be the responsibility of the Hospital solely.

5. **TERM:** This Agreement is for a one-year term from April 1, 1996, through March 31, 1997; however, unless either party gives written notice of their desire to terminate this Agreement by no later than forty-five (45) days prior to March 31, 1996, the Agreement will automatically renew for an additional one-year period. This automatic renewal provision shall be applicable for each successive term of the Agreement. Any need to review or change this Agreement should be accomplished by the usually held January Board of Trustees meeting.

6. **CAPITAL EXPENDITURES:** The Hospital shall not be required to make any capital expenditure in the operation of the Ambulance Service, which are defined as having a cost of at least \$500.00 and a usable life of at least three years. All capital expenditures shall be made by the Fiscal Court, and may be made from the existing capital accumulation fund. All capital assets shall be the sole property of the Fiscal Court.

DONE this the 23rd day of April, 1996.

MARSHALL COUNTY FISCAL COURT

MARSHALL CO. HOSPITAL DISTRICT

BY: Mike Miller
Mike Miller, Judge/Executive

BY: David G. Fuqua
David G. Fuqua, Administrator