

EMERGENCY MEDICAL SERVICES STAFFING AGREEMENT

This Emergency Medical Services Staffing Agreement (the "Agreement") is made this _____ day of _____, 200__, by and between _____ Rescue Squad, Inc., t/a _____ Volunteer Rescue Squad, a Virginia non-stock corporation ("__VRS"), and ("Contractor").

RECITALS:

- A. __VRS provides emergency medical and rescue services to the Virginia Beach, Virginia community.
- B. On certain occasions, the demands placed on __VRS to provide emergency medical services to the community will exceed __VRS' normal staffing levels and __VRS will need to obtain additional emergency medical service staff in order to fulfill its obligations to the community in a manner and at a standard of care that will consistently build and maintain public confidence.
- C. Contractor is willing to supply supplemental emergency medical service staffing to __VRS on an "as needed" basis.

NOW, THEREFORE, in consideration of the mutual promises of the parties herein, the parties agree as follows:

1. Recitals. The parties incorporate the Recitals set forth above in their entirety.
2. Purchase Order. To acquire supplemental emergency medical services from Contractor pursuant to the terms of this Agreement, __VRS will submit to Contractor a Purchase Order in the form attached hereto as Exhibit 1 bearing the notation "EMS Staffing Agreement dated _____, 200__." In the event Contractor cannot provide any requested personnel, Contractor will notify __VRS promptly of its inability to satisfy the Purchase Order, otherwise Contractor will provide the personnel requested on the Purchase Order at the date and time specified therein for the period of time so designated.
3. Requirements of Personnel.
 - 3.1 Qualifications. Each of Contractor's personnel provided pursuant to this Agreement must hold current certification as a City of Virginia Beach Department of Emergency Medical Services ("VBDEMS") Patient Care Provider at the EMT-Basic level or above; must in all respects be an active member in good standing of VBDEMS; and must be certified by VBDEMS to undertake all activities that he or she may reasonably be expected to undertake as part of this Agreement. Contractor's personnel shall, during all activities undertaken as part of this Agreement, wear their

VBDEMS ID Card in accordance with VBDEMS practices, and shall present such card for close inspection whenever requested by a VBDEMS-sanctioned Lieutenant or other VBDEMS officer of higher rank.

- 3.2 Contractor's personnel shall meet the reasonable expectations of patients, families, __VRS personnel, firefighters, police, any other public safety personnel, health care professionals, government officials and media representatives, and shall provide professional and courteous conduct and appearance at all times while performing these services pursuant to this Agreement.
- 3.3 Contractor's personnel shall answer to the VBDEMS chain of command, as is usual for all VBDEMS and __VRS ambulance staff, and shall be subject to all __VRS and VBDEMS Rules, Regulations, Procedures, and Policies, standards, and protocols, but will not in any way be deemed to be employees of such organizations or eligible for employee benefits provided by such organizations. Furthermore, Contractor's personnel shall be subject to medical oversight from the VBDEMS Operational Medical Director ("OMD"), irregardless of being subject to medical oversight from Contractor's own OMD, if any.
4. Operational Control. To the extent the rules, regulations and procedures of VBDEMS permit, __VRS will maintain operational control over activities of Contractor's personnel supplied pursuant to this Agreement.
5. Other Agencies or Organizations. Based upon job assignments and circumstances, Contractor's personnel may be serving with members of __VRS, members of VBDEMS and/or employees and/or members of various agencies that normally perform functions in conjunction with members of __VRS. Contractor's personnel shall assume roles and accept assignments similar to those of __VRS members in various situations including, but not limited to, those in which an Incident Command System is or could be established.
6. Uniforms. Contractor's personnel, while undertaking activities under the auspices of this Agreement, shall wear a uniform supplied to them by their home VBDEMS agency.
7. Administrative Contact. Contractor shall provide an administrative contact person who shall be available to resolve any administrative issues that may arise from performance under this Agreement.
8. Remuneration. In exchange for the services provided by the Contractor, __VRS agrees to pay Contractor a fee as indicated on the aforementioned __VRS Purchase Order. Contractor will be solely responsible for paying wages or other compensation of those individuals supplied by Contractor to __VRS pursuant to a __VRS Purchase Order.

9. Unacceptable Personnel. In the event __VRS determines, in its sole discretion, that any person supplied by Contractor is not properly fulfilling his/her duties, __VRS will notify Contractor's administrative contact person who will immediately remove such individual from any further work pursuant to this Agreement unless __VRS authorizes additional work by such individual.

10. Representation at Proceedings. In the event that any proceeding, administrative or punitive, should be initiated against any of Contractor's personnel for actions committed while performing services pursuant to this Agreement, __VRS will not have a duty or obligation to provide any legal defense or representation for Contractor's personnel at such hearing and Contractor or Contractor's employee shall be responsible for paying any damages, award or fines assessed against __VRS (its agents, representatives, employees, officers, directors), Contractor's personnel, or Contractor as a result of such proceeding.

11. Independent Contractor.
 - 11.1 __VRS and Contractor are establishing an independent contractor relationship. There does not exist between them the relationship of employer-employee, or principal-agent, nor have they engaged in any form of joint venture.

 - 11.2 Contractor is solely responsible for paying its personnel who provide services for __VRS and __VRS will have no obligation to provide worker's compensation insurance, health insurance or liability insurance for Contractor's personnel.

 - 11.3 Contractor has obtained a business license from the City of _____ allowing Contractor to operate its business.

12. Indemnification.
 - 12.1 Contractor agrees to indemnify and hold harmless __VRS, its respective agents, officers, and directors from and against any causes of action, judgments, claims, suits, proceedings, expenses, actions, losses, damages, costs, including attorney's fees, penalties, liabilities, and related obligations (collectively "Claims") arising directly or indirectly from or related to acts and omissions of Contractor and its personnel during the performance or non-performance of services or obligations under this Agreement and, in the event Contractor's personnel should be deemed employees of __VRS for Fair Labor Standards Act ("FLSA") purposes, Contractor shall indemnify and hold harmless __VRS for any wages, liquidated damages, costs, expenses, attorney's fees and the amount of any award against __VRS for damages arising out of any such actions pursuant to the FLSA.

- 12.2 No party shall be indemnified for any damages arising solely from such party's own gross negligence or intentional misconduct.
- 12.3 Likewise, __VRS binds itself to indemnify, defend and hold harmless Contractor, its respective agents, officers, and directors from and against any causes of action, judgments, claims, suits, proceedings, expenses, actions, losses, damages, costs, including attorney's fees, penalties, liabilities, and related obligations (collectively "Claims") arising directly or indirectly from or related to acts and omissions of __VRS and its personnel during the performance or non-performance of services or obligations under this Agreement.
13. 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 other and, in the event of any assignment to which all consent, any assignee shall assume the liabilities and obligations of the assignor.
14. Amendments. No additions, supplements, annexes to, amendments, alterations, or modifications 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.
15. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
16. Governing Law. The terms of this Agreement shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising between the parties as to this Agreement, shall be resolved in the courts of the City of Virginia Beach, Virginia, or in the United States District Court for the Eastern District of Virginia, Norfolk Division, whichever is appropriate, unless the parties agree in writing to some other form of dispute resolution, to include the binding or non-binding effect thereof. The prevailing party in litigation shall be entitled to recover from the other party its/his reasonable costs and expenses, including attorney's fees.
17. Termination. Either party may terminate this Agreement by giving ten (10) days advance notice to the other party.
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

19. Notices. Any and all notices required to be sent pursuant to the terms of this Agreement shall be sent via certified mail addressed as follows:

To __VRS:

(VRS address)

With a copy to:

(VRS corporate attorney address)

To Contractor:

(Contractor address)

20. Complete Agreement. This Agreement states the entire agreement between the parties and supersedes all prior understandings and agreements.

_____ RESCUE SQUAD, INC.

By: _____
President

CONTRACTOR:

By: _____

(Printed Name, Title)