

ADVANCED LIFE SUPPORT TRAINING AGREEMENT

This is a legally binding contract. If you do not understand it you should obtain legal advice before signing it.

THIS ADVANCED LIFE SUPPORT TRAINING AGREEMENT (the “Agreement”) is made as of _____ by and between _____, an individual who resides at _____ (the “Provider”) and GOOCHLAND COUNTY VOLUNTEER FIRE-RESCUE ASSOCIATION, INCORPORATED, a Virginia nonstock corporation (the “Association”).

Recitals:

A. The Association provides emergency medical services in Goochland County, Virginia and surrounding areas, through unpaid volunteers, who are certified as emergency medical technicians. In providing emergency medical services, the Association believes it advantageous to have volunteers trained beyond the basic emergency medical technician level in advance life support (“ALS”) techniques.

B. The Provider has been a member of the Association since _____ and is certified as an emergency medical technician, with credentials on file.

C. The Virginia Office of Emergency Medical Services (“VOEMS”) administers a Tuition Reimbursement program (the “VOEMS Program”) to partially reimburse Virginia EMS providers who attend EMS certification programs.

D. The Provider desires to obtain ALS training and the Association desires to reimburse the cost to the Provider of the ALS training to the extent such cost is not paid or reimbursed under the VOEMS Program or from other sources and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Provider will apply for admission to **[Name of Course]**, to be offered by _____, consisting of approximately

____ hours, beginning _____ and concluding approximately _____ (“Training”).

2. With respect to the Training, the Provider shall timely apply for tuition reimbursement under the VOEMS Program and such benefits which may be available to pay or reimburse any costs of the Training under any other program or arrangement applicable to the Provider which the Provider actually knows of or of which the Association has timely advised the Provider (each such application to the VOEMS Program or otherwise to be referred to as an “Application” and any amount received by the Provider as reimbursement or other assistance to be referred to as “Reimbursement”). The Provider shall furnish a copy of each Application and the final action with respect to such Application to the Association.

3. If i) the Provider is admitted to and successfully completes the Training and ii) while completing the Training the Provider satisfies the requirements to be an active member of the Association (an “Active Member”), as defined by policies adopted by the Association (which currently require that an active member be on call to provide emergency medical services for at least forty-eight (48) documented hours each month), and after the Provider has furnished the copies of each Application and final action thereon to the Association, the Association shall reimburse the Provider for the any amount by which the Training Cost exceeds the aggregate of all Reimbursements. For purposes of this Agreement, “Training Cost” means tuition, fees, cost of required materials and pre-approved travel expense incurred by the Provider in obtaining the Training.

4. In consideration for the Association’s reimbursing the Provider for Training Cost as set forth in paragraph 3, The Provider shall:

a. Become qualified to provide unsupervised ALS services, as set forth in the Association’s ALS policies (“Clearance”) not later than six (6) months after successfully completing the Training; and

b. Upon attaining Clearance, the Provider shall continue to be an Active Member.

c. Submit copies of all certificates/cards issued as a result of the Training.

5. If the Provider:

a. fails to attain Clearance within six (6) months after successfully completing the Training, or

b. at any time during the twelve (12) month period immediately following his/her attaining Clearance, ceases to be an Active Member;

the Provider shall repay the Association an amount equal to all amounts of Training Cost reimbursed to the Provider by the Association, in the manner set forth in paragraph 9.

6. The six (6) month period described in paragraph 5a and the twelve (12) month period described in paragraph 5b may be extended for good cause by the Association's Board of Directors..

7. The Association shall furnish to the Provider such assistance as may reasonably be required, including, without limitations making appropriate certifications, to enable the Provider to satisfy the requirements of paragraph 2.

8. Notwithstanding the provisions of paragraph 5, the Provider shall not be required to repay any amounts to the Association if the Provider's failure to satisfy his/her obligations results from any of the following:

a. The Provider dies or incurs any physical or mental condition which renders the Provider unable to provide ALS services;

b. Goochland County ceases utilizing volunteers to provide ALS services;

c. Under other circumstances if the Association's Board of Directors, determines that requiring repayment by the Provider would be unfair. The parties understand that a forgiveness of the Provider's repayment obligation under this subparagraph c may be granted as to less than all of the amount repayable by the Provider.

9. The Association shall promptly notify the Provider of any amount required to be repaid by the Provider (the date on which the Association provides such notice being the "Notification Date"). Within ten (10) days after the Notification Date the Provider shall:

a. Make full payment and reduce the amount to be repaid by five percent (5%); or

b. Execute a promissory note in such form as the Association shall prescribe and bearing interest at the rate applicable to judgments as of the Notification Date, providing for payment of the full amount to be repaid in substantially equal monthly payments over a period of not

more than twelve (12) months beginning on the Notification Date (but in no event later than the date on which the Provider ceases to reside in the Commonwealth of Virginia); or

c. Agree with the Association on an alternative payment arrangement.

10. If, i) within ten (10) days after the Notification Date the Provider fails to either pay the amount owed to the Association as provided in paragraph 9a, execute a promissory note as provided in paragraph 9b or agree with the Association on an alternative payment arrangement pursuant to paragraph 9c, or ii) having executed such a promissory note or entered into such an alternative payment arrangement the Provider fails to make any payment required pursuant to such promissory note or alternative payment arrangement within five (5) days of the day such payment is due, the entire amount then unpaid (including any unpaid interest) shall immediately become due and payable and the Association may take such legal action as shall be appropriate to collect such amount. In addition to the amount owed, the Association shall be entitled to collect from the Provider the costs of any such legal action, including reasonable attorney's fees not to exceed twenty-five percent (25%) of the amount owed to the Association, and interest at the rate applicable to judgments.

11. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail addressed as follows:

If to the Provider:

If to the Association:

Goochland County Volunteer Fire-Rescue Association, Incorporated
P.O. Box 306
Goochland, Virginia 23063-0306

12. The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision.

13. This Agreement, as to its subject matter, exclusively and completely states the rights and duties of the parties, sets forth their entire

understanding, and supersedes any prior understandings, agreements, promises, representations or warranties whether oral or written. It may be amended only by another written agreement duly executed by the parties.

14. The laws of the Commonwealth of Virginia, without reference to its principles of conflicts of laws, shall govern the validity, interpretation, construction and effect of this Agreement.

15. The Circuit Court of Goochland County, Virginia and, if the amount claimed under this Agreement is within the jurisdictional limit of the General District Court of Goochland County, Virginia, shall have exclusive jurisdiction to resolve all disputes arising under this Agreement.

16. The following terms are defined in the indicated paragraphs of this Agreement:

<u>Defined Term</u>	<u>Where Found</u>
Active Member	Paragraph 3
Agreement	Preamble
ALS	Recital A
Application	Paragraph 2
Association	Preamble
Clearance	Paragraph 4a
Notification Date	Paragraph 8
Provider	Preamble
Reimbursement	Paragraph 2
Training	Paragraph 1
Training Cost	Paragraph 3
VOEMS	Recital C
VOEMS Program	Recital C

Terms used in the singular shall mean and include the plural, terms used in the masculine shall mean and include the feminine and vice versa.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth in the Preamble.

Provider

GOOCHLAND COUNTY
VOLUNTEER FIRE-RESCUE
ASSOCIATION, INCORPORATED

By _____

[Title]

Commonwealth of Virginia
County of Goochland, to-wit:

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, the authorized agent and representative of the Contractor/Firm listed above.

Notary Public

My Commission Expires: _____

August 2008