

RESOLUTION 24-251

**A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE TO AWARD THE
FIREFIGHTER CANCER SCREENING SERVICE AGREEMENT**

WHEREAS, the City of Spring Hill operates a career fire department that responds to all hazards within the City; and

WHEREAS, the Fire Department provides annual medical physicals for all fire department staff; and

WHEREAS, the addition of a focused individualized ultrasound assessment related to cancer identification has been shown to be of a benefit to firefighters who are exposed to carcinogens; and

WHEREAS, the City of Spring Hill Fire Department conducted a competitive RFP Process and has selected the winning bidder.

NOW, THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee to authorize the Fire Department to enter into a service agreement with United Diagnostic Services, LLC., to provide comprehensive non-invasive cancer screenings for firefighters.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, this 21st Day of October 2024.

ATTEST:



April Goad, City Recorder



Jim Hagaman, Mayor

LEGAL FORM APPROVED:



Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 24-251*
SUBMITTED BY: **Graig Temple, Fire Chief**
DATE: **October 21, 2024**
RE: **To award a Service Agreement with United Diagnostic Services, LLC for Firefighter Cancer Screenings**

PURPOSE:

The purpose of this resolution is to award the selected RFP vendor, United Diagnostic Services, LLC., with the Firefighter Cancer Screening Service Agreement.

BACKGROUND:

The Fire Department has initiated several measures over the last two years concerning firefighter health and wellness. In addition to annual NFPA 1582 Physicals the department also provides annual FIT Testing, Mobility Assessments, two sets of structural firefighting gear, and time for daily fitness. The addition of this non-invasive cancer screening will proactively assess major organ systems that are commonly found to develop cancer in firefighters due to repetitive exposure to carcinogens.

FINANCIAL IMPACT:

The Department has budgeted \$16,000 for up to 45 Screenings in FY24/25. The cost per person is \$350.00 (all inclusive).

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 24-251 to:

1. To award the Firefighter Cancer Screening RFP and Service Agreement to United Diagnostic Services, LLC., and to authorize the Fire Department to obtain a Purchase Order for project kick-off.



Service Agreement For City of Spring Hill Fire Department ('Host')

This Agreement ("Agreement") is made this September 15th, 2024 ("Effective Date") between City of Spring Hill Fire Department, whose address is 440 Beechcroft Rd., P.O. Box 789, Spring Hill, TN 37174 ("Host"), United Diagnostic Services of NY, LLC, (collectively referred to as "UDS"), whose address is 1400 Ave Z, Suite 301, Brooklyn, NY, 11325

SERVICES TO BE PROVIDED BY UDS:

1. Ultrasound Screening Services UDS will provide onsite screening services to specified Host locations on as needed basis and pre-arranged dates to conduct the screening tests and services identified in Schedule 1. Individual results will be sent directly to the homes of participants; HIPAA compliant Aggregate Reports will be provided to Host, if applicable. Participant approval is required to forward results to managing physician. Services that are the practice of medicine will be provided by applicably licensed professionals employed and/or engaged by UDS. In the event that a participant desires to obtain professional items and services from a provider, the same shall be arranged through separate arrangements directly between the provider and the participant. All services shall be provided subject to the terms and conditions set forth in the Terms and Conditions attached to this Agreement.
2. Promotion. UDS will support the success of Host's wellness program by designing and supplying announcements, invitations, letters, signs, brochures and posters in both electronic and hard copy form. These will be customized to detail the coordination of any existing Wellness efforts and Benefit Plans of Host organization.
3. Registration. Advance registration ensures prompt, timely administration of the screenings, minimizing the disruption of the employee's time. UDS will publish a toll free number for employees, provide web based scheduling portal and coordinate any other required registration requirements with Host.
4. Hold Harmless. UDS and/or the professional entity with which it contracts to provide the services of licensed professionals assumes all liability for all services conducted and the accuracy and privacy of individual results. As between UDS and Host, UDS shall indemnify and hold Host harmless from any liability arising from the services provided pursuant to this Agreement.
5. Confidentiality. UDS agrees to hold all screening information and/or Host benefits information confidential and will not sell or disclose any Individually Identifiable Health Information to any 3rd party.



6. Education sessions. Section omitted.
7. Payment for services. Specific professional, delivery, and educational services, including, but not limited to, ultrasound screening, annual wellness visits with physicians provided at the request of participants shall be billed and collected through Host and/or Host's third party administrator of self-insured health plan. To the extent that payment made by third party administrator is less than the contractual amounts set forth in this Agreement, Host shall pay the difference to UDS. UDS has arranged for its contracted professional entity and its providers to provide services according to the fee schedule set forth on Schedule 1 if desired and selected to do so by Host's health and wellness plan beneficiaries. Host acknowledges and agrees that such charges are not subject to third party payer or plan audit and/or repayment demand and that Host shall indemnify, defend, and hold UDS and its professional entity contractors harmless from and against any and all claims or demands for repayment by Host's third-party administrator.
8. Remittance of Fees. Remittance of the fees will be made to UDS at the following address, within thirty (30) days of invoicing:

United Diagnostic Services, LLC
1400 Ave Z, Brooklyn, NY, 11235.

RESPONSIBILITIES OF HOST

1. Executive Sponsorship. Host shall identify key managers or executives who shall assist through the sponsorship and endorsement of any health and wellness promotion.
2. Communication. Host will grant UDS access to normal communication channels with employees/members; including home mail, e-mail, payroll stuffers, newsletters, public postings or any method of employee communication normally utilized. All promotional materials will be approved by Host in a timely manner.
3. Benefits Information. Host shall provide specific details of wellness efforts or other benefits as appropriate to UDS for inclusion in education or promotion efforts.
4. Confidentiality. Host will not disclose the terms or pricing of the UDS screening event with any 3rd party.



ACCEPTANCE:

HOST: City of Spring Hill Fire Department

Signature:  Title: FIRE CHIEF
Print Name: V. GRAY TEMPLE Date: 10/21/2024

HOST: City of Spring Hill, Mayor

Signature:  Title: Mayor
Print Name: Jim Hagan Date: 10/21/2024

United Diagnostic Services, LLC

Signature: _____ Title: _____
Print Name: _____ Date: _____



UDS - TERMS AND CONDITIONS

1. Representations and Warranties. UDS warrants that it has the necessary resources, including technology, equipment, software, programs and trained personnel to properly perform the screening services described herein consistent with standard practices; that it will perform the screening services described herein in a professional manner; that it is a duly formed organization in good standing under the laws of the state in which the screening will occur; that it maintains professional and general liability insurance coverage in a sufficient amount for coverage against risks reasonably anticipated in providing the screening services; that it has the authority to enter into and perform obligations set forth in this Agreement; and that this Agreement does not violate any law or regulation to which UDS is subject.
2. ERISA Disclaimer. The parties acknowledge and agree that UDS will provide population health management services to Host under this Agreement. In providing such service, the parties agree that UDS will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA")). UDS's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the parties agree that UDS is not a fiduciary (as such term is defined by ERISA Section 3(21)) with regard to Host's health benefits plan or any health and welfare benefit plan.
3. UDS Indemnification. As between UDS and Host, UDS agrees that it will hold harmless and indemnify the Host for any third party claims arising out of any negligent act or omission or intentional misconduct by UDS and/or its contracted provider(s) in the performance of screening services under this Agreement. UDS shall be obligated to hold harmless and indemnify the Host in connection with such claim only if, and to the extent, a judicial determination is made of UDS's negligence or intentional misconduct.
4. Promotion Support. To the extent that UDS provides the Host with any electronic or printed materials (the "Promotion Materials"), it provides these materials subject to a limited license to the Host to use the Promotion Materials for the Host's own use. UDS may revoke this license at its discretion at any time. The license shall expire upon completion of the wellness event or the agreement between Host and UDS. The Host may not copy or distribute the Promotion Materials in any manner except as may be agreed to in advance by UDS.
5. Excuse of Performance. UDS shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations or orders of any governmental body (whether now existing or hereafter created). In such event, UDS shall use best efforts to provide reasonably alternative services.
6. Independent Contractor. UDS's relationship with the Host pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate UDS as an employee, agent or partner of or a joint venture with Host.
7. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto; *provided,*



however, that the Host may not assign its rights or delegate its obligations under this Agreement without the prior written consent of UDS, which consent shall not be unreasonably withheld.

UDS - TERMS AND CONDITIONS CON'T

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws or rules of any jurisdiction.

9. Notices. All required notices or those which the parties may desire to give under this Agreement shall be in writing and communicated in advance with copy to City of Spring Hill City Attorney Patrick Carter via email at: pcarter@mtlawgroup.net

10. Originals. A copy or facsimile of this Agreement shall be as effective as an original.



SCHEDULE 1

HEALTH FAIR DETAILS

ACCOUNT

Account name. – City of Spring Hill Fire Department

DETAILS

Estimated Employee Participation	up to 45 members
Date of Event(s):	TBD
	TBD
Event(s) Duration:	annually
Event(s) Location:	TBD

APPOINTMENT PROCEDURES & PRICING

Ultrasound Screening Packages to include the following:

1. Echocardiogram (Valve function, Heart Pumping Ejection Fraction), Carotid Doppler, Aortic Aneurysm (AAA), Thyroid, Complete Abdomen (Liver, Spleen, Gall Bladder, Kidney), Bladder Ultrasound, Pelvic (External Women only), Testicular (Men only):
\$350.00 – 30 minutes
2. Onsite program delivery fee outside of New York **Included**
3. Nurse Practitioner Positive Result Consultation **Included**
4. 2nd Outreach for abnormal results
With coordination of care recommendations **Included**

Bill To:

City of Spring Hill Fire Department

ADDRESS

440 Beechcroft Rd.
P.O. Box 789
Spring Hill, TN 37174

Host Initial: **United Diagnostic Services Initial:**



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440 Beechcroft Rd.
P.O. Box 789
Spring Hill, TN 37174

Host Initial:

MSK
Mayor

United Diagnostic Services Initial:
