

**RESOLUTION 14-161**

**A RESOLUTION TO APPROVE MEDICAL TRANSPORTATION AGREEMENT WITH LIFEGUARD AMBULANCE SERVICE TO PROVIDE AMBULANCE SERVICE THROUGHOUT THE CITY OF SPRING HILL**

**WHEREAS**, an ambulance service is needed to serve the Citizens of Spring Hill;  
and

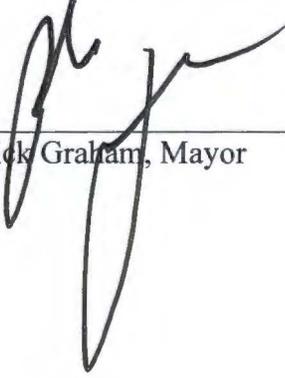
**WHEREAS**, Resolution 10-120 was passed on December 1, 2010, to contract with Lifeguard Ambulance Service of Tennessee for this essential service; and

**WHEREAS**, the city of Spring Hill has approved extended the contract on November 19, 2012, October 21, 2013, and August 18, 2014.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill approves the Medical Transportation Agreement with Lifeguard Ambulance Service for City-wide emergency ambulance service as outlined and attached hereto; and

**BE IT FURTHER RESOLVED** that the Mayor is authorized to sign the agreement upon approval of the City Attorney.

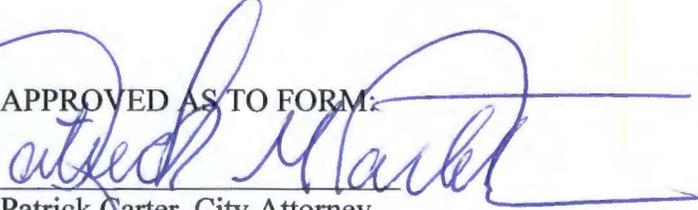
**Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 15<sup>th</sup> day of December, 2014.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

**MEDICAL TRANSPORTATION AGREEMENT OF  
LIFEGUARD AMBULANCE SERVICE LLC AND THE CITY OF SPRING HILL, TN**

This MEDICAL TRANSPORTATION AGREEMENT ("AGREEMENT") is entered into as of December 31, 2014, by and between Lifeguard Ambulance Service LLC, (hereinafter referred to as "Lifeguard" or "Lifeguard Ambulance Service") and City of Spring Hill, TN. This AGREEMENT is to provide ground medical transportation services by Lifeguard to the City of Spring Hill, TN.

WHEREAS, Lifeguard Ambulance Service is in the business of providing ground medical transportation services;

WHEREAS, Lifeguard and City of Spring Hill, TN previously entered a Medical Transportation Agreement on January 14, 2011 which was extended by the city due to the success of the original agreement; and

WHEREAS, City of Spring Hill, TN has a need for emergency and non-emergency ground ambulance medical transportation services for its patients in the City of Spring Hill, TN area as set forth in Article V hereto.

NOW, THEREFORE, City of Spring Hill, TN and Lifeguard desire to enter into an agreement in which Lifeguard will provide Advanced Life Support (ALS) and Basic Life Support (BLS) ground ambulance operations in a safe, diligent, prudent, and a professional manner. In consideration of the promises and mutual covenants herein contained, the parties hereby agree as follows:

**I. GENERAL AGREEMENT**

- A. This AGREEMENT supersedes and replaces any and all previous agreements between the parties hereto, whether verbal or written, regarding the subject matter of this AGREEMENT.
- B. City of Spring Hill, TN agrees as follows:
  - 1. City of Spring Hill, TN agrees to allow Lifeguard to be utilized as sole ambulance provider for all emergency and non-emergency ALS/BLS/SCT ambulance transports that originate from a residence or facility within the city limits of Spring Hill.
  - 2. City of Spring Hill, TN agrees that all employees, officers, agents, and directors will treat as confidential and proprietary and not disclose to others during the terms of this AGREEMENT, except as necessary to perform this AGREEMENT, any information or data regarding this AGREEMENT, either parties' plans, programs, marketing information, strategies, products, costs, operations, or any other information which may be reasonably understood to be confidential or proprietary unless required under the Tennessee Open Records Act, T.C.A 10-7-503.
- C. Lifeguard Ambulance Service agrees as follows:
  - 1. Lifeguard agrees to provide ground ambulance transportation, twenty-four (24) hours a day, seven (7) days a week. For initial terms of agreement, Lifeguard will deploy Two (2) twenty-four hour dedicated ALS units. Said transports shall include the provision of ambulance transportation, Advanced Life Support (ALS) services, or Basic Life Support

(BLS) services, as required, in compliance with all state and local requirements. Additionally Lifeguard will comply with service guidelines as defined in Appendix A.

2. Lifeguard agrees to have appropriate state and local licenses and a certified crew to operate BLS and ALS ground ambulances for the purpose of transporting all City of Spring Hill patients. All BLS and ALS staff shall operate in accordance with applicable state laws and be qualified to provide not only whatever treatment may be required to treat the patient's condition, but also any reasonable foreseeable complication.
3. Lifeguard agrees to maintain its vehicles and equipment in good mechanical condition and to maintain the patient care compartment in acceptable condition at all times, according to applicable laws and standards of practice within the industry. Lifeguard will maintain all vehicles on a preventive maintenance program consistent with the manufacturer's requirements, industry standards, State requirements and the Lifeguard's policy and procedure requirements. All vehicles will be sound mechanical condition. In addition, Lifeguard shall assure that the patient compartment environmental controls are operational consistent with comfort and good medical care. Cleanliness of the exterior and interior of all involved vehicles shall reflect a clean and professional environment.
4. In the event that Lifeguard is unable to promptly provide ambulance transport services pursuant to this AGREEMENT, Lifeguard will advise a designated City of Spring Hill, TN representative and will use its reasonable efforts to aid City of Spring Hill, TN in the coordination of an alternate service. Lifeguard shall seek to establish a Mutual Aid Agreement with a service, approved by City of Spring Hill, TN, in cases of system overload or disaster operations.
5. Lifeguard agrees to be on the scene of transport requests within the mutually agreed upon time with City of Spring Hill, TN. Performance data and exception reports will be submitted monthly for review by City of Spring Hill, TN and Lifeguard staff. Reassessment and adjustment of response times will be carried out following review of response data. If Lifeguard is unable to meet these response time requirements, it will notify City of Spring Hill, TN promptly.
6. Lifeguard agrees to establish and maintain a local area and toll-free telephone number for retrieval and transfer of conventional City of Spring Hill, TN patients.
7. Lifeguard agrees to participate, to the best of its ability, in Public Relations (PR) events in which its services are requested as a result of its relationship with City of Spring Hill, TN through this AGREEMENT. All payment and negotiation arrangements for Lifeguard's participation in these events will be the responsibility of Lifeguard.
8. Lifeguard will maintain performance standards for their personnel and ensure a neat and professional appearance.
9. Lifeguard will provide and maintain radio, telephone and or cellular systems in order to verify vehicle status via voice or telemetry communication, including backup system in the

event the primary system fails. All voice/telephone/telemetry communications pertaining to the patient will be recorded for quality assurance/quality improvement.

10. Upon written request from the secretary of Health and Human Services or the Comptroller General or any other duly authorized representatives, Lifeguard will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this AGREEMENT. Such inspection shall be available for four (4) years after such services have been rendered. This Section is included pursuant to, and is governed by, 42 U.S.C. 1395x (v) (1) and the regulations promulgated thereunder. No attorney/client, accountant/client or other legal privilege will be deemed to have been waived by City of Spring Hill, TN or Lifeguard by virtue of this AGREEMENT.
11. Lifeguard agrees to provide qualified medical training, skills assessments, continuing education, and medical direction for first responders, EMT-BLS, EMT-IV, and Paramedic per Lifeguard Medical Director. Medical Director training assessments and teaching sessions are all CEU certified and open for Spring Hill firefighter involvement.

## **II. BILLING AND PRICING**

- A. Lifeguard agrees to bill Medicare, Medicaid, third party payors, and or the patient for payment of its regular and customary rates and charges for transports.
- B. Lifeguard or its subsidiaries or affiliates shall not enter into contracts or pricing agreements that, in the judgment of a prudent individual, violate anti-kickbacks statutes as described in Exhibit A hereto.

## **III. TERM**

- A. This AGREEMENT shall remain in effect for a term of five (5) years-beginning January 1, 2015 and ending at midnight on December, 31 2019 unless otherwise terminated as provided herein.
- B. Either party may terminate this AGREEMENT with or without documented cause upon thirty (30) day written notice to the other party. Cause shall be deemed as a material breach of this AGREEMENT.
- C. This AGREEMENT shall automatically be renewed as of the termination date set forth in Article III, Paragraph A above for successive periods of one (1) year each, on the same terms and conditions set forth herein, unless City of Spring Hill, TN or Lifeguard provides at least sixty (60) days written notice to the other party of its desire to amend the terms of this AGREEMENT.

## **IV. HIPAA**

- A. Each party shall comply with the privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term. City of Spring Hill, TN shall reasonably assist Lifeguard in complying with HIPAA, including assisting Lifeguard in providing

Lifeguard's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such notices of non-emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

**V. GEOGRAPHIC AREA**

- A. Lifeguard and City of Spring Hill, TN agree that this AGREEMENT shall be in full force and effect for all City of Spring Hill, TN transports. In addition, geographic area shall also cover areas that are mutually agreed upon by both parties. Any reference in the AGREEMENT to "geographic" or "subject area" shall mean the area defined as the city limits of Spring Hill.

**VI. MANAGEMENT RESPONSIBILITY**

- A. All management authority normally exercised by an ambulance service is retained by Lifeguard except as expressly reserved to City of Spring Hill, TN by the terms of this AGREEMENT.

**VII. FORCE MAJEURE**

- A. Lifeguard shall be excused from performance of this AGREEMENT if, for any period, City of Spring Hill, TN is prevented from performing any obligations pursuant hereto, in whole or part, as a result of an Act of God, war, civil disturbance, catastrophe, court order, labor dispute or cause beyond its reasonable control, including shortages or fluctuations in electrical power, heat, light, air condition or fuel, and Lifeguard agrees to use its reasonable efforts under such circumstance to ensure that alternate services be made available should any of these conditions arise.

**VIII. MATERIAL CHANGES IN GOVERNMENT REGULATIONS**

- A. In the event that federal laws, rules and regulations are adopted or amended which have a material adverse effect on third party reimbursement for ambulance transports, City of Spring Hill, TN and Lifeguard will renegotiate, in good faith, the rates and fees which Lifeguard may charge to its patients.

**IX. INSURANCE AND INDEMNITY**

- A. Lifeguard shall maintain adequate professional and general liability insurance coverage with a reputable carrier licensed to do business in Tennessee and maintain a minimum coverage of One Million Dollars (\$1,000,000.00) for each claim and Three Million Dollars (\$3,000,000.00) for an annual aggregate.
- B. Lifeguard agrees to indemnify and hold harmless City of Spring Hill, TN from any and all claims, demands, actions, causes of action, and expenses of all kinds that may result or arise out of

any alleged act or neglect caused or alleged to have been caused by Lifeguard or any of its agents, employees, or representatives in the performance of providing typical medical care associated with this AGREEMENT or an omission of such medical care relating to this AGREEMENT.

- C. City of Spring Hill, TN agrees to indemnify and hold Lifeguard harmless from any and all claims, demands, actions, causes of action, and expenses of all kinds which may result or arise out of any alleged act or neglect caused or alleged to have been caused by City of Spring Hill, TN, or any of its agents, employees, or representatives in the performance of providing typical medical care associated with this AGREEMENT or an omission of such medical care relating to this AGREEMENT.

**X. INDEPENDENT CONTRACTOR**

- A. This AGREEMENT is intended to create a relationship of independent contractor on the part of Lifeguard as to the performance of the duties and obligations under this AGREEMENT. Nothing contained herein shall be interpreted to create any relationship of agency, partnership, or joint venture between City of Spring Hill, TN and Lifeguard, including any officer, director, or employee of Lifeguard or City of Spring Hill, TN. Neither party shall represent or hold themselves out to any person or entity other that is consistent with the relationship of independent contractor.

**XI. SUCCESSORS AND ASSIGNS**

- A. This AGREEMENT shall be binding upon, and shall endure to the benefit of, the parties hereto and their successors and assigns provided, however, that this AGREEMENT shall only be assignable by Lifeguard with the express written consent of City of Spring Hill, TN, such consent not to be unreasonably withheld.

**XII. ATTORNEY'S FEES**

- A. In the event of any legal action arising under the terms of this AGREEMENT or by reason of asserted breach hereof, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred in enforcing or in attempting to enforce any of the terms or conditions of this AGREEMENT. This provision concerning the payment of attorneys' fees and costs shall include any costs incurred prior to the commencement of legal action and all costs and expenses, including reasonable attorneys' fees incurred in any appeal from any action brought to enforce the terms and conditions of this AGREEMENT.

**XIII. NOTICE**

- A. Any notice, payment, report, or other document required by this AGREEMENT shall be mailed, or delivered to the parties at their respective addresses:

**CITY:**                    **City of Spring Hill, Tennessee**  
***Attn: Mayor***  
P.O. Box 789  
199 Town Center Parkway  
Spring Hill, TN 37174

**PROVIDER:**            **Lifeguard Ambulance Service LLC**  
***Attn: Regional Executive***  
1933 Elm Tree Drive  
Nashville, TN 37210

**WITH COPIES TO:**    **Lifeguard Ambulance Service LLC**  
***Attn: President***  
216 Aquarius Drive, Suite #306  
Birmingham, AL 35209  
  
**Thomas Cook**  
***Vice President General Counsel***  
1001 Boardwalk Springs Place, Suite #250  
O'Fallon, MO 63368

Such addresses may be changed by giving written notice of such change to the other party.

**XIV. SEVERABILITY**

- A. In the event that any term or provision of this AGREEMENT is, by a court of competent jurisdiction, held to be illegal, unconscionable, or in conflict with any law of any state where enforcement of the AGREEMENT is sought, or by any public policy thereof, the validity of the remaining portion or provisions shall be construed and enforced as if the AGREEMENT did not contain the particular part, term or provision held to be invalid.

**XV. CONTROLLING LAW**

- A. The interpretation and enforcement of this AGREEMENT shall be consistent with the laws of the State of Tennessee. In addition, the parties agree that if any legal action is commenced for enforcement of any term of this AGREEMENT, said action shall be initiated in the proper Tennessee state court located in Maury County, TN or United States District Courts for the Middle District of Tennessee.

**XVI. WAIVER OR MODIFICATION**

- A. No waiver or modifications of this AGREEMENT of any term or provision shall be valid unless in writing and executed by the parties to this AGREEMENT.

**XVII. EXECUTION OF ADDITIONAL INSTRUMENTS**

- A. Each party shall, at any time, and from time to time, at the other party's request, execute, acknowledge, and deliver an instruction or conveyance that may be necessary or proper to carry out the provisions of this AGREEMENT.

**XVIII. WAIVER AND SURVIVAL**

- A. The failure of either party to insist upon strict compliance by the other with respect to any of the terms and conditions of this AGREEMENT shall not be construed as a waiver, nor shall such course of action deprive such party of the right thereafter to require strict adherence to the terms and provisions of this AGREEMENT.

**XIX. NON-DISCLOSURE**

- A. City of Spring Hill, TN and Lifeguard agree not to disclose any of the pricing contained within this AGREEMENT to any third party without the express written consent from the other party to this AGREEMENT unless required by the Tennessee Open Records Act, T.C.A. 10-7-503.

**XX. HEADINGS AND CAPTIONS**

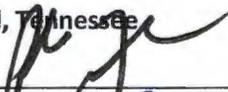
- A. The headings and captions used in this AGREEMENT are for the convenience of reference only, and do not form a part of this AGREEMENT.

**XXI. AGREEMENT READ AND UNDERSTOOD**

- A. The parties hereto have read and understand this entire instrument and acknowledge that they both have had competent legal counsel available to them in their review and execution of this AGREEMENT.

SIGNED, INDICATING ACCEPTANCE OF THE FOREGOING:

City of Spring Hill, Tennessee

Signature: 

Print Name: Rick Graham

Title: Mayor

Date: 12-15-2014

Lifeguard Ambulance Service LLC

Signature: \_\_\_\_\_

Print Name: Jason Kimbrell

Title: Vice President

Date: \_\_\_\_\_





### Appendix A: Service Guidelines

- A. Lifeguard meets the request to have five years as a contracted EMS provider for a 911 system in the State of Tennessee.
- B. Lifeguard meets the request to have sufficient competent and skilled staff to provide ALS response and transport at all times.
- C. Lifeguard will provide employees for the Ambulance Oversight committee (AOC) which will be comprised of three fire department personnel and three Lifeguard personnel.
- D. In addition to staffed ALS ambulances, Lifeguard will provide EMS supervision along with an on duty Lieutenant to provide oversight to EMS personnel.
- E. Lifeguard will continue to provide medical direction for first responders this includes protocols specific to the needs of the first response agency. ALS/BLS protocols approved by the local medical director have also been provided. Lifeguard will continue to provide the necessary continuing medical education for first responders.
- F. Lifeguard will provide "chart reviews" of patient care reports in an effort to help identify areas for continuing quality improvement with SHFD.
- G. EMS Units responding to the City limits of Spring Hill meet all State of Tennessee EMS requirements and will meet the requirements outlined in the contract.
- H. Lifeguard will maintain additional VHF and portable radios programmed with SHFD frequency at the main fire station for backup units covering the City.
- I. Lifeguard will assign "Extrication gear" to the units dedicated to the City; additional, Lifeguard will provide additional Extrication gear to be stored or kept on SHFD rescue units for back up Lifeguard units providing coverage for the City.
- J. Lifeguard will provide for a back-up unit to be housed at Station 2 in the event of mechanical failure or accident.
- K. Lifeguard currently maintains snow tires at SHFD Station 3 for ambulances to travel in inclement weather conditions.
- L. Lifeguard annual user fees increase annually in an amount equal to the Consumer Price Index for all Urban Consumers – US City Average plus 2% all Items reported by the United States Bureau of Labor Statistics, for the most recent calendar year.
- M. Lifeguards personnel are required to maintain a professional appearance and demeanor. A copy of our dress code policy will be provided to the SHFD. Lifeguard personnel are subject to background checks, drug and alcohol checks as required by the State of Tennessee and Lifeguard policy.
- N. Lifeguard will provide the Fire Chief or his designee with written responses upon the completion of investigations into complaints that arise which are directed at level of care, responses, or employee actions or inaction.