

RESOLUTION 12-123

**A RESOLUTION TO AUTHORIZE THE EXTENSION OF CONTRACT
WITH LIFEGUARD AMBULANCE SERVICE OF TENNESSEE FOR ONE
ADDITIONAL YEAR**

WHEREAS, the City of Spring Hill entered into an agreement with TriStar on January 14, 2011, to provide Ambulance Service in 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, due to the success of this agreement, and the importance this service, the City of Spring Hill and Lifeguard Ambulance Service of Tennessee to extend the Agreement; and

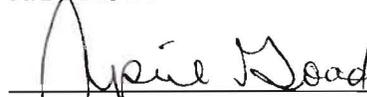
NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the written agreement between Lifeguard Ambulance Service of Tennessee and the City of Spring Hill providing for emergency ambulance service throughout the City is hereby extended until December 31, 2013.

BE IT FURTHER RESOLVED that the Mayor is authorized to sign said agreement addendum on behalf of the City.

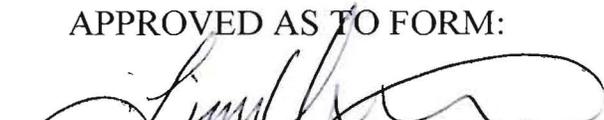
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 19th day of November, 2012.


Michael Dinwiddie, Mayor

ATTEST:


April Goad, City Recorder

APPROVED AS TO FORM:


Timothy P. Underwood, City Attorney

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

This **MEDICAL TRANSPORTATION AGREEMENT** (“**AGREEMENT**”) is entered into as of January 14, 2011, by and between Lifeguard Ambulance Service of Tennessee, 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 City of Spring Hill, TN.

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

B. 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 one (1) twenty-four hour dedicated ALS unit, one (1) twelve hour dedicated ALS unit, and one (1) twelve hour posted ALS unit. 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.

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 own 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. This will be at no cost to City of Spring Hill, TN.
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 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. Lifeguard 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.
11. 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.
12. 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 two (2) years-beginning January 1, 2011 and ending at midnight on December, 31 2012 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 defined 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

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 a confidential so as to comply with all state and federal laws.

V. GEOGRAPHIC AREA

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 which 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

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

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

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

1. 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.
2. Lifeguard agrees to 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.
3. City of Spring Hill, TN agrees to 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

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

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

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

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

City of Spring Hill, TN
Attn: Mayor Michael Dinwiddie
P.O. Box 789
199 Town Center Parkway
Spring Hill, TN 37174

And

Lifeguard Ambulance Service of Tennessee, LLC
P.O. BOX 1482
Gulf Breeze, Florida 32562

Attn: Chief Executive

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

XIV. SEVERABILITY

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

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 commenced 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

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

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

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

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. CONFIDENTIALITY

Lifeguard and City of Spring Hill, TN agree that the terms of this AGREEMENT and of any subsequent addenda are strictly confidential and shall not be communicated to any outside party, without the prior written consent of the other party to this AGREEMENT or as otherwise required by any court, governmental agency with proper jurisdiction or required under the Tennessee Open Records Act, T.C.A. 10-7-503. If a party hereto shall be required by a court or governmental or quasi-governmental agency to disclose any confidential information, the disclosing party hereby agrees to limit the disclosure to only such information that is necessary to comply with the order; moreover, the disclosing party shall inform the other party hereto within three (3) days of receiving such an order to allow the other party to exhaust any and all rights at law or equity that it may have to protect or limit the disclosure of the information.

XXI. HEADINGS AND CAPTIONS

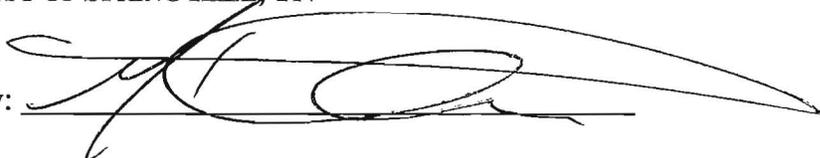
The headings and captions used in this AGREEMENT are for the convenience of reference only, and do not form a part of this AGREEMENT.

XXII. AGREEMENT READ AND UNDERSTOOD

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, TN

By: 

Name Mike Dinwiddie

Title: Mayor

Date: 1-28-11

LIFEGUARD AMBULANCE SERVICE OF TENNESSEE, LLC

By: 

Name David Smith

Title: Director of Business Development

Date: 1-31-11