

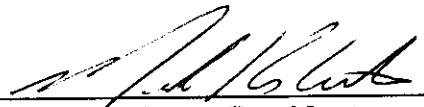
**ORDER: APPROVE MEDICAL TRANSPORTATION SERVICES
AGREEMENT WITH BAPTIST AMBULANCE AND LAFAYETTE
COUNTY JAIL, HOSPITAL AGREEMENT, WITH DELETION OF
PARAGRAPHS 20 & 21**

Motion was made by Brent Larson, duly seconded by Chad McLarty, to approve Medical Transportation Services Agreement with Baptist Ambulance and Lafayette County Jail, Hospital Agreement, with deletion of paragraphs 20& 21.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 18th day of February, 2020.


Mike Roberts, President
Board of Supervisors


Sherry Wallace, Clerical Clerk

**Agreement
For Medical Transportation Services**

**Agreement
For Medical Transportation Services**

THIS MEDICAL TRANSPORTATION SERVICE AGREEMENT (the "Agreement") entered into the 1st day of February, 2020, (the "Effective Date"), by and between **Shoals DBA Baptist Ambulance**, a Mississippi LLC, ("Company"), and **Lafayette County Jail** ("Facility").

RECITALS:

- A. Company provides emergency and non-emergency ambulance and medical transportation and related services.
- B. Facility is a provider of healthcare services to patients who require emergency and non-emergency ambulance and medical transportation and related services.
- C. Facility desires to obtain ambulance and other medical transportation services for its patients, and to develop arrangements with Company to promote the quality of ambulance and medical transportation and related services for Facility patients.
- D. Company desires to provide such services and has the necessary equipment, training, expertise, professional certifications and licenses to do so; and desires to develop arrangements with Company to promote the quality of ambulance and medical transportations and related services to Facility patients.

NOW, THEREFORE, in consideration of mutual covenants and promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Provision of Services. Company agrees to provide Facility with ambulance and other medical transportation services in accordance with the description and definitions the parties have mutually agreed upon and detailed in Exhibit A and in accordance with the terms and conditions set forth in this Agreement.
- 2. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all Applicable Law (as defined in Section 18) to perform its obligations hereunder.
- 3. Qualifications to Participate in Federal and State Healthcare Programs. Each party represents and warrants, upon execution of this Agreement and throughout the term of this Agreement that it has not been, is not, and during the term of the agreement will not be (a) suspended, excluded, barred or sanctioned under the Medicare Program, any Medicaid programs, any other federal program for the payment or provision of medical services or any government licensing agency and has not been listed by a federal agency as barred, excluded or otherwise ineligible for federal program participation; and (b) has never been convicted of a felony or an offense related to health care. Each party shall provide the other with prompt written notice if it fails to comply with these requirements. In such an event, the non-breaching party may immediately terminate this Agreement.
- 4. Insurance. Company shall maintain at all applicable times, at its own expense, insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate during the term of this Agreement and any renewal.

5. Non-Discrimination. Each party shall not discriminate in its performance of its obligations hereunder, whether on the basis of a person's age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against Company or Facility. Notwithstanding the above, Company is not required to provide services to a person who refuses to cooperate with Company's efforts to provide services or if Company has other good cause of refusing to provide services to a person. Each party shall comply with their respective responsibilities under applicable federal and state laws and regulations, as amended, relating to non discrimination.
6. Provision of Information. Facility must take the following actions for each patient that Company transports hereunder (collectively, the "Required Information"): (a) provide all necessary information, including, but not limited to, patient's name, address, telephone number, date of birth, diagnosis, medical history, physician's name, Medicare Number, Medicaid Number, Insurance Provider, Insurance Number, reason for transport, pickup location and destination, equipment needed, medical necessity and physicians' certifications, before, during and after the ambulance or other medical transports; and (b) identify whether patient is covered by a managed care plan, including a Medicare or Medicaid replacement program ("Managed Care Program"), contact each patient's Managed Care Program to request and obtain all prior authorizations required under such Managed Care Program, and notify Company of such prior authorization.
7. Ownership of Records and Confidential Information. In addition to Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, during the course of performing this Agreement, each party may from time to time receive confidential information about the other including but not limited to information about the party's customers, patients, patient records, practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled or otherwise related to Company's performance of services hereunder are and shall be the property of Company. Company's copyrighted materials and procedures shall be and remain the sole property of Company. If a party is served with a subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than forty-eight (48) hours after the receipt) notify the supplying party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.
8. Availability of Information. During the term of this Agreement and for seven (7) years after or any record retention law or regulation the parties are subject to, whichever length of time is greater, each party shall make available upon written request of the other, to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or of any duly authorized representatives of any government agency, this Agreement and the books, documents and records of the party that are necessary to certify the nature and extent of the costs of this Agreement and/or compliance with the law. Each party shall promptly notify the other party of the nature and the scope of such request.
9. Warranties and Representations.
 - a) Company warrants and represents (i) that it shall perform its services in accordance with industry standards; (ii) that to the best of its knowledge all goods and services reflected in its billing have been furnished to such patient; and, (iii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all Applicable Law.

- b) Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate/political actions have duly authorized the execution and performance of this Agreement, and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so. The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (collectively, "HIPAA") apply to the activities described in this Agreement, and that both parties are "covered entities" as that term is used in HIPAA. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA no later than the effective date of each such requirement.

10. Payment for Services. Facility will pay Company for services for which Company does not receive reimbursement from Medicare, Medicaid, or private payers, including but not limited to: (a) Any transports or services which Facility agrees to pay for; (b) For transports for which Facility is responsible for payment under Applicable Law and payor contracts and (c) for transports for any patients eligible to participate in any state non-emergency medical transportation brokerage program. Notwithstanding the foregoing, if at any time Facility fails to provide the Required Information, Facility will be responsible for payment for the services based on the rate schedule attached as Exhibit B. Company shall invoice Facility monthly in accordance with the rate schedule attached as Exhibit B. Payment for services invoiced are due thirty (30) days from date of invoice. In the event payment is not received by the due date, amounts outstanding shall be subject to the lesser of the maximum interest allowed under all Applicable Law or the rate of 18% per annum, in each case compounded monthly. Facility agrees to pay for all cost and expenses including attorneys' fees and costs related to the collection of amounts due.
11. Third Party or Patient Payment. Company shall bill Medicare, Medicaid, third party payers, or patient, including any co-payments or deductibles, its full general public rates and charges for services for which Facility is not guarantor of payment. Without limiting any other obligation under this Agreement, Facility will use its best efforts to assist Company in obtaining patient, third party billing or claim information and/or any other relevant information needed in order for Company to collect payment.
12. Billing Invoice Dispute. If Facility determines that a deficiency or deficiencies exist in the invoice, Facility shall notify Company in writing of all such deficiencies within thirty (30) days of original receipt of Company's invoice and shall give Company a reasonable time of not less than thirty (30) days to resubmit the billing for payment.
13. Charge Verification. Upon request, Company shall furnish Facility or its duly authorized representative with such documents or reports as may be reasonably necessary to verify the accuracy of Company's charges to Facility under this Agreement.
14. Rate Modification. Company may change, at its option, its charges from time to time as Medicare fee schedule changes set forth in Exhibit D.

15. Term and Termination. This Agreement is for an initial term of three (3) years, commencing as of the Effective Date. The Agreement shall automatically renew for additional one-year periods unless otherwise terminated as provided herein. In addition, either party may terminate this Agreement without cause at any time by giving the other party thirty (30) days' advance written notice of termination and either party may terminate this Agreement for cause for a breach of any term of this Agreement upon providing five (5) days advance written notice to the breaching party, setting forth the nature of the breach, if the party receiving such notice does not cure the breach within the five (5) day period. Facility shall pay any amounts due to Company within thirty (30) days after termination of this Agreement.
16. Regulatory Changes. Company reserves the right to modify this Agreement, upon thirty (30) days notice to Facility in the event any Applicable Law or government policy or program change is passed or adopted affecting Company's services, rates and/or obligations.
17. Compliance with Applicable Law. Both parties agree to be in full compliance with all Applicable Law, as defined herein, related to this Agreement and shall immediately notify the non-breaching party in the event it has failed to comply with this Section. In such an event, the non-breaching party may immediately terminate this Agreement. "Applicable Law" shall include all federal, state and local laws, statutes, regulations, codes, ordinances, rules and/or executive orders, as amended, applicable to the services and/or obligations of the parties hereunder.
18. Invoicing Information. Facility shall provide Company its policies, procedures, billing protocol, and activities relevant to this Agreement prior to the execution of this Agreement. Facility shall update Company with any material amendments that it makes from time to time. In such an event, Facility shall provide Company with at least thirty (30) days notice of such changes before their effective date. Company shall not be held responsible for invoice or billing changes that Facility requires if the Facility has failed to notify Company of such changes.
19. Agreement to Meet. Both parties agree to meet with representatives of the other party upon request on a regular basis at mutually acceptable times, to review services provided under this Agreement and related policies, procedures, and quality issues.
20. Indemnification. Each party ("Indemnitor") shall indemnify, defend and hold harmless for, from and against the other, its officers, managers, members, shareholders, directors, agents, and employees, ("Indemnitee") for, from and against and be liable for, all costs, claims, losses, liabilities, or other damages arising as a result of and to the extent of the negligent or willful act(s) or omission(s) of the Indemnitor, its officers, directors, and employees; or (ii) any employment, worker's compensation or other related claim by Indemnitor's employees, agents or subcontractors. Nothing in this Section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by all Applicable Law.
21. EXCLUSION OF CERTAIN DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT FACILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY'S TOTAL LIABILITY TO FACILITY HEREUNDER IS LIMITED TO THE AMOUNTS PAID DIRECTLY BY THE FACILITY TO COMPANY. The terms and limitations of liability set forth herein reflect the allocation of risk agreed to by the parties. Facility acknowledges that Company would not provide the services

contemplated hereunder without these limitations on its liability and that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

22. **Independent Contractor.** Each party is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever. In the event of medical necessity, facility personnel may be requested to assist Company in the continued medical care medically necessary for the care of the patient by accompanying the patient during Company transportation. Under no circumstances shall Facility employee be considered an employee of Company.
23. **Notices.** Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To: President
Baptist Ambulance
9595 Macon Road
Cordova, TN 38016

To _____

With a copy to: MidSouth Region President
Baptist Ambulance Service
23200 North Pima Road #201
Scottsdale, Arizona 85255

Either party may change the notification addresses listed above with proper written notice.

24. **Execution and Delivery by Electronic Transmission.** This Agreement may be executed and delivered by facsimile, emailed PDF or other means of electronic transmission, and shall be deemed effectively executed upon the receipt by both parties hereto of the signature page of this Agreement duly executed by the other party. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
25. **Dispute Resolution.** In the event of a dispute, the parties will consider the use of mediation and/or arbitration to resolve the dispute instead of litigation except for actions involving equity or injunctive relief and/or Facility's failure to pay Company any amounts due. For clarity, this Agreement does not require arbitration of disputes.
26. **Legal Fees.** In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees, costs, and expenses.
27. **Publicity and Intellectual Property Provision.** Neither party shall use and/or disclose any intellectual property, trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other, or disclose such without the party's prior written consent. Neither party shall identify or make reference to the other party in any communication, advertising or other promotional modality regardless of its form without prior written consent from the other party.

28. Compliance with Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Agreement shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs including, without limitation, the Anti-Kickback Statute, 42 U.S.C. Section 1320a-7b, as amended.
29. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion or inability due to any of the aforementioned causes to obtain labor, materials, roadways or facilities. In addition to the above, Company shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather conditions, natural physical barriers, such as mountains, hills or washes, traffic conditions, natural disasters and/or other limitations of access to the person requiring Services. Such conditions may impede or effect or block Company's efforts to provide Services and/or ability to utilize some or all of its Services' equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.
30. Other Legal Terms: (a) Assignment. Neither party may assign this Agreement to a third party (except to an affiliate, subsidiary or by way of merger by the sale of substantially all the assets) without the prior written consent of the other party, which shall not be unreasonably withheld. Company may subcontract its obligations under this Agreement with the Facility's express written consent. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns. (b) Waiver. The failure by either party to insist on strict performance by the other party of any provision of this Agreement shall not be a waiver of any subsequent breach or default of any provision of this Agreement. (c) Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto. (d) Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination. (e) Headings. The headings used in this Agreement are for convenience only and do not limit the contents of this Agreement. (f) Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identify of a person, persons, or entity may require. (g) Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. (h) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreements or understandings, whether oral or written. (i) No Third Party Beneficiary. Neither party intends in any manner whatsoever to create an interest or beneficiary in a third party. (j) Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. Agreement when used throughout this Agreement shall include all referenced Exhibits.
31. Governing Law. This Agreement and all disputes and controversies relating to or arising out of this Agreement shall be subject to and governed according to the laws of the State of Mississippi, regardless of whether either party is or may become a resident of another state. The parties agree that the venue and jurisdiction shall be exclusively in the state and federal courts located in the County of Lafayette in the State of Mississippi.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

For Company:
Shoals DBA Baptist Ambulance
9595 Macon Road
Cordova, TN 38016

For Facility:
Lafayette County Jail
711 Jackson Ave E
Oxford, Ms. 38655

Steve Blackburn
President Mid-South Region

Sheriff
or Board of Supervisors

Printed Name

EXHIBIT A
Locations

EXHIBIT B

Description of Services includes but are not limited to:

Wheelchair Van Service as defined by Mississippi Law.

Basic Life Support (BLS) Non-Emergency and Emergency Ambulance Services as defined by Mississippi Law.

Advanced Life Support (ALS) Non-Emergency and Emergency Ambulance Services as defined by Mississippi law.

Mobile Intensive Care-Critical Care=Specialty Care Transport (SCT) Ambulance Services as defined by Mississippi Law.

Other Definitions:

1. "Company" shall mean the company contracting with Facility for emergency and non-emergency ambulance and other medical transportation services for Facility residents and patients.
2. "Services" means the Description of Services set forth above which shall be covered for payment by Facility or a third party and subject to this Agreement.
3. The words "claim," "invoice," "bill," "billing," "charges" or any derivative thereof shall be interchangeable with each other and for the purposes of this Agreement have the same meaning.
4. "Medically Necessary" means emergency and non-emergency ambulance and medical transportation services are medically necessary if patient meets payor specified criteria. The words "medically necessary," "medically necessitated," "medical necessity," or any derivative thereof shall be interchangeable with each other and for the purposes of this Agreement have the same meaning.

EXHIBIT C
Insurance

**EXHIBIT D
Rate Schedule**

Ambulance Service Rates

	HCPCS Code	Rate
Mobile Intensive Care – Critical Care Specialty Care Transport (SCT) Ambulance Service Base Rate	A0434	\$691.50
Emergency – Immediate ALS Level 2 Advanced Life Support 2 (ALS2) Ambulance Service Base Rate	A0433	\$585.11
Emergency - Immediate Advanced Life Support (ALS) Ambulance Service Base Rate	A0427	\$404.26
Non Emergency - Non Immediate Advanced Life Support (ALS) Ambulance Service Base Rate	A0426	\$255.32
Emergency - Immediate Basic Life Support (BLS) Ambulance Service Base Rate	A0429	\$340.43
Non Emergency - Non Immediate Basic Life Support (BLS) Ambulance Service Base Rate	A0428	\$212.77
Ambulance Mileage Rate	A0425	\$7.62

Services not the responsibility of the Facility will be Invoiced at the Company's usual and customary charges as determined and set by Company from time to time.

All contract rates are inclusive with no extra charges for EKG's, oxygen, medical supplies, drugs, night service, waiting time, etc.

All invoices due net thirty (30) days, invoices not paid in thirty (30) days will be subject to interest charge of 18% compounded monthly.

All contract rates will automatically increase annually in an amount equal to the annual increase in Medicare and/or Medicaid rates as determined by the federal and state governments.