

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.

Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	12.10.12	Requested Meeting Date:	12.17.12
Received by:		Confirmed Meeting Date:	

Contact Information: Please provide all requested information in the fields below. (Print or Type)

On Behalf of Organization or Individual:

Name: Lynnette Gray Telephone: (317) 738-3365

Title or Position: City Attorney

E-Mail: lynng@embarqmail.com

Address: 63 E. Court Street

City: Franklin State: IN ZIP: 46131

Who will attend the meeting and present the request?

Name: Lynnette Gray & John Henderson Telephone: (317) 738-3365

Title or Position: City Attorney

E-Mail: lynng@embarqmail.com

Please describe the purpose or title of your presentation.

To request approval of the Agreement for Ambulance Services between the Seals Ambulance Service and the City of Franklin;

Supporting documents: All supporting documents should be submitted with the request form.

1. Agreement for Ambulance Services
- 2.
- 3.

AGREEMENT FOR AMBULANCE SERVICES

This Agreement for Ambulance Services (the "Agreement") is made and entered into this _____ day of _____, 2012 by and between Seals Ambulance Service, Inc. ("Seals") and the City of Franklin, Indiana, by and through its Board of Public Works & Safety of the City of Franklin, a political subdivision of the State of Indiana ("City"), as follows:

RECITALS:

- A. Seals is a provider of certain emergency and non-emergency ambulance transportation and related services.
- B. City desires to contract with Seals to provide emergency and non-emergency ambulance transportation and related services to its citizens.
- C. Seals desires to provide City with such services and has the necessary equipment, training, expertise, professional certifications and licenses to do so.

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

1. Provision & Scope of Services. Seals agrees to provide City on a primary basis ambulance transportation services including, but not limited to, all emergency responses, fire standby, and other emergent services as so requested and City agrees to provide certain equipment, facilities and assistance in connection with such services, and specifically in accordance with the description and definitions that the parties have mutually agreed upon and are detailed in Exhibit A and in accordance with the terms and conditions set forth in this Agreement. These Services shall be rendered by Seals within the jurisdictional limits of the City of Franklin, Indiana Fire Department.
2. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all Applicable Law to perform its obligations hereunder.
3. Qualifications to Participate in Federal and State Healthcare Programs. Both parties represent and warrant that (a) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (b) neither it nor any employee, agent or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. §1320a-7(a)(3); and (c) no final adverse action, as such term is defined under 42 U.S.C. §1320(a)-7(c) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent or independent contractor engaged to provide items or services under this Agreement (collectively "Exclusions/Adverse Actions"). During the term of this Agreement, each party agrees to notify the other party in writing of any Exclusions/Adverse Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide the basis of the Exclusions/Adverse Actions. Each party acknowledges that the exclusion of any employee, agent or independent contractor from participation in the Federal Health Care

Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Agreement. Each party acknowledges and agrees that any Exclusions/Adverse Actions of or against it or any employee, agent or independent contractor utilized, directly or indirectly, in the performance of this Agreement may serve as the basis of an immediate termination of this Agreement by the other party. For purposes of this Agreement, a "Federal Health Care Program" shall mean any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.

4. Insurance. Seals, at its own expense, shall maintain a general liability insurance policy with a minimum limit of one million dollars (\$1,000,000.00) with an insurance company satisfactory to the City and shall provide proof of such coverage by a certificate of insurance, which shall be furnished to the City by the ambulance service. Said insurance shall name the City as an additional insured and Seals agrees to keep on file with the Clerk Treasurer of the City of Franklin a certificate of insurance showing said insurance to be in full force and effect at all times during the terms of this agreement.
5. HIPAA Compliance. The parties acknowledge that HIPAA and the regulations promulgated thereunder apply to the activities described in this Agreement, and that Seals is a "covered entity" as that term is used in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8, as amended ("HIPAA"). City agrees to comply with the requirements of (and as defined in) HIPAA, and the regulations promulgated thereunder, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards"), the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), and state privacy laws, all as amended, regarding the confidentiality of all patient information and records applicable to this Agreement no later than the effective date of each such requirement.
6. Ownership of Records & Confidential Information. In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d ("Protected Health Information"), 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, 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 by Seals or otherwise related to Seals's performance of services hereunder are and shall be the property of Seals. Seals's copyrighted materials and procedures shall be and remain the sole property of Seals. 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 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.
7. Availability of Information. During the term of this Agreement and pursuant to any record retention law or regulation either party is subject to, 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 to 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.

8. Warranties & Representations.

- a) Seals warrants and represents (i) that it shall perform its services in accordance with industry standards; and (ii) that to the best of its knowledge all goods and services reflected in its billing have been furnished to such patient.
- b) Each party represents and warrants to the other that (a) 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; (b) the consent of no other person, entity, and/or political body is necessary for it to enter into and fully perform this Agreement, and execution of this Agreement does not legally or contractually conflict with any current obligations of the party; (c) the person entering into this Agreement is authorized to sign this Agreement on behalf of the party; and, (d) the parties have reviewed this Agreement with their respective legal counsels to their satisfaction or voluntarily waived their right to do so.
- c) Each party represents and warrants to the other that (i) all information supplied to the other party shall be true, accurate and complete and in the event such information or representation(s) made herein become inaccurate or incomplete, the party will promptly notify the other party in writing of such occurrence; and, (ii) 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, including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d through d-8, as amended. Seals certifies that it will comply with all laws, regulations and code of ethics, including all non-discrimination and anti-kick back obligations.

9. Data Collection and Reporting Required. The parties agree to meet on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues as they relate to data collection and reporting systems in accordance with applicable laws, regulations and rules.

10. Third Party or Patient Payment. Seals shall bill Medicare, Medicaid, third party payers, or the patient, including any co-payments or deductibles, at its full general public rates and charges for Services. Seals shall provide a list of such rates and charges to the City every six months.

11. Rate Adjustments. Seals may adjust Seals' rates and charges for Services from time to time upon thirty (30) days written notice to City. The amount charged will be determined solely by Seals. Excessive fees in comparison to service delivery and average local costs shall be reason to amend or terminate this agreement by the City.

12. Fair Market Value. This Agreement has been negotiated at arms-length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or the recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.
13. Indemnification. The Work performed by Seals shall be at the risk of that Seals' exclusively. To the fullest extent permitted by law, Seals shall indemnify, defend (at their sole expense) and hold harmless the City of Franklin and their employees ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or Services provided under this Agreement by Seals or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Seals, its employees or agents, whether active or passive. Seals' indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated.
14. Term of Agreement and Renewal Provisions. The term of this agreement shall be from the date hereof and shall be automatically renewed on an annual basis for three (3) successive one year periods. In addition, either party may terminate this agreement without cause at any time by giving the other party ninety (90) days advance written notice of termination and either party may terminate this agreement for cause for material breach of any term of this agreement upon providing fifteen (15) days advance written notice to the breaching party.
15. Regulatory Changes. Both parties reserve the right to modify this Agreement as the parties agree, upon thirty (30) days notice to the other party, in the event any Applicable Law, government policy or program change is passed or adopted affecting either party's rates, provisions of services and/or obligations under this Agreement.
16. Compliance with Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

17. Compliance with Applicable Law. Both parties agree to be in full compliance with all Applicable Law 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. Compliance with all applicable State and Federal law shall include, but is not limited to, the following:

- a. Non-collusion Affidavits to be provided and submitted on the form provided by the State Board of Accounts;
- b. Wage scale provision as required by Indiana law;
- c. Anti-discrimination provisions as required by law;
- d. E-verify Affidavits will be required.

Furthermore, Seals certifies that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry.

18. EXCLUSION OF CERTAIN DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY AND ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD 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 THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Independent Contractor. Seals 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, City employees and agents may be requested to assist Seals in the continued medical care medically necessary for the care of the patient by accompanying the patient during Seals transportation. Under no circumstances shall City's employee or agent be considered an employee or agent of Seals.

20. Waivers. 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.

21. Governing Law. This Agreement shall be subject to and governed according to the laws of the State of Indiana, 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 Johnson in the State of Indiana.

22. 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 (42 U.S.C. Section 1320a-7b), as amended.

23. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.
24. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. Notwithstanding the above, Seals may assign or subcontract its obligations under this Agreement to its parents, subsidiaries or affiliates. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.
25. Severability. If any portion or portions of this Agreement shall be for any reason determined to be invalid or unenforceable by a court of competent jurisdiction, 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.
26. Headings. The headings used in this Agreement are for convenience only and do not limit the contents of this Agreement.
27. Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of a person, persons, or entity may require.
28. 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.
29. Non-Discrimination Clause. Seals with regard to the Services provided by it during the term of this Agreement, shall not discriminate on the grounds of sex, race, color, national origin, handicap or veteran status in the selection and retention of subcontractors, including procurement of materials and leases of equipment or against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his/her tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of the Agreement.
30. Authorization for Agreement. All necessary laws, resolutions, and corporate actions have duly authorized the execution and performance of this Agreement and this Agreement constitutes the valid and enforceable obligations of the parties in accordance with its terms.
31. 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, access to roadways or facilities. In addition to the above, Seals 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, extraordinary traffic conditions, natural disasters and/or other limitations of access to the person requiring Services. Such conditions may impede or effect or block Seals'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.

32. 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 Seals:

Seals Ambulance
2400 Roosevelt Ave.
Indianapolis, IN 46218

To City:

City of Franklin
Board of Public Works & Safety
70 E. Monroe Street
Franklin, IN 46131

With a copy to:

Randall K. Seals
President/CEO
2400 Roosevelt Avenue
Indianapolis, IN 46218

With a copy to:

Lynnette Gray
Attorney for the City of Franklin
63 E. Court Street, PO Box 160
Franklin, IN 46131

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

33. Party Representation. The parties agree that the representative for the City shall be the Board of Public Works & Safety and the representative for Seals shall be the general manager or his or her designee. In addition, the Fire Chief of the City shall have the authority to enforce this Agreement and to negotiate and implement Standard Operating Procedures and daily operations with the Operations Manager of Seals.
34. Entire Agreement/Operational Guidelines & Scope of Services. This agreement and any exhibits attached hereto, including a description of operational guidelines, 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. The parties specifically acknowledge and represent that the description of operational guidelines is an integral part of this agreement and includes valuable consideration and that each party shall be bound by the terms set forth in the description of operational guidelines.
35. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.
36. Execution by Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by facsimile, and shall be deemed effectively executed upon the receipt by both parties of the last page of this Agreement duly executed by the other party. Each party to this Agreement agrees to mail two original, inked and signed Agreements within two days of faxing the executed last page hereof.

37. Counterparts. 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.
38. No Third Party Beneficiary. Neither party intends in any manner whatsoever to create an interest or beneficiary in a third party.
39. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. The term "Agreement" when used throughout this Agreement shall include all referenced Exhibits.
40. Publicity Provision. 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.
41. IP 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. Nothing in this Agreement is intended to grant a license or any rights of any nature whatsoever to Seals intellectual property which may include but is not limited to its any of its patents, mask work rights, trademarks, trade names, service marks, logos, copyrights, derivatives, software or any other intellectual property rights of Seals.
42. FCC Compliance. Seals acknowledges that the FCC license for radios provided are held by the Integrated Public safety Commission of the State of Indiana and that any shared use under this Agreement and pursuant to Section 90.179 of the FCC's Rules shall be subject to City's control in accordance with State of Indiana regulations, rules and guidelines.
43. Dispute Resolution. In the event of a dispute, the parties will consider the use of mediation to resolve the dispute instead of litigation except for actions involving equity or injunctive relief.

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.

"SEALS AMBULANCE"

By: _____
Name: Randall K. Seals
Title: President/CEO

“CITY”

INTRODUCED & APPROVED by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this _____ day of November, 2012.

City of Franklin, Indiana, By its Board of Public Works and Safety:

Voting Affirmative:

Voting Opposed:

Mayor Joseph E. McGuinness

Mayor Joseph E. McGuinness

Steve Barnett

Steve Barnett

Robert Swinehammer

Robert Swinehammer

Attest:

Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray
Attorney No.: 11567-41

Description of Operational Guidelines

Seals Ambulance Service, Inc. shall provide:

Provision of Services

Seals Ambulance Service, Inc. shall manage all day-to-day ambulance transportation service operations, including field operations, billing, collections, purchasing and other operational functions. Seals Ambulance Service, Inc. shall maintain all facilities and equipment and provide or arrange for in-service training of all field personnel. The City of Franklin Fire Department Chief, Deputy Chief, EMS Supervisor, and EMS Committee shall be allowed to provide input for personnel decisions regarding dedicated units including the hiring of staff for units. Seals Ambulance Service, Inc. shall maintain ultimate responsibility for all personnel decisions of medic units.

Seals Ambulance Service, Inc. shall dedicate two (2) ALS units, 24 hours each day, for any emergency response and transportation for the city of Franklin. Additionally, these units may respond in a mutual aid capacity as they are requested. Seals Ambulance Service, Inc. agrees to provide additional ALS units as needed to back up the dedicated units. These units will be housed at Franklin Fire Department stations. As soon as both dedicated units are on a call due to a response in city limits and/or mutual aid, Seals Ambulance Service, Inc. Dispatch Center will have three (3) minutes to arrange for another ALS unit to begin relocation to Franklin City limits as back up. It will be the responsibility of Seals Ambulance Service, Inc.'s Dispatch Center to immediately notify Franklin Dispatch of the unit en route and the location they are coming from with an approximate ETA. The back fill medic unit may post at any Franklin Fire Station or any position so as it's in the city's response area. Once a dedicated Franklin unit is back in service in the response district, back fill unit(s) may be released.

In the event that Seals Ambulance Service, Inc. cannot provide a back-up unit following the depletion of dedicated units in the city, Seals Ambulance Service, Inc.'s shall work immediately with the Franklin Dispatch to contact the closest and available mutual aid transport unit to respond to a scene. Both dispatches need to have name of responding unit and the location responding from with an approximate ETA.

In the event Franklin Fire utilized disposable supplies during a response, Seals Ambulance Service, Inc. agrees to replace said supplies and charge patient for supplies used. The patient shall only be billed for supplies used in the provision of service, irrespective of the agency providing services.

Seals Ambulance Service, Inc. shall provide for the payment of "Fire Station Monthly Dues" as is customary at each station. The provision of these payments can be by company payment or mandatory Seals Ambulance Service, Inc. employee participation. By paying these dues, all Seals Ambulance Service, Inc. employees are entitled to the use of all items Franklin Fire persons are entitled to including, but not limited to, television, newspapers, and any food or beverage item that is specifically paid for with house dues.

Seals Ambulance Service, Inc. agrees to provide a new ALS ambulance when a dedicated unit reaches 250,000 miles or 5 years old, whichever occurs first. [These ALS units will not be refurbished models or mini-modules.

Seals Ambulance Service, Inc. agrees to provide appropriate PPE for entry into motor vehicles in which the occupants need to be extricated. PPE includes helmet, coat, and pants. In addition, reflective road vest must be provided. No fire-fighting PPE is required.

Seals Ambulance Service, Inc. will provide class C uniform shirts/sweatshirts with mutually agreed upon logos and lettering. **Seals Ambulance Service, Inc.** are entitled to same policies as Franklin Fire personnel including the wearing of authorized BDU style shorts in summer months and/or with weather at 80 degrees and above. **Seals Ambulance Service, Inc.** is also authorized to wear authorized 'work out' clothing during workout sessions and after 1600 hours. All uniforms must be kept clean and in proper condition.

Seals Ambulance Service, Inc.'s employees must abide by City of Franklin Fire Department Personal Appearance and Hygiene facial hair standards as indicated in Article: IV, Section: 1 of the Standard Operating Policies and Procedures. It states:

"Facial hair, excluding mustaches is prohibited. Sideburns shall be straight cut, not flared, and shall not extend below the lowest point of the ear lobe. Mustaches must be neatly trimmed and the side of mustaches shall not extend more than one (1) inch past the point of both sides of the mouth where the upper and the lower lip join. Ends of mustaches are not to be waxed or curled."

Any uniform and/or grooming issues will be first addressed by the Shift Commander of that shift. If further review is necessary, the Shift Commander, Chief, Deputy Chief, EMS Supervisor, EMS Committee, and a supervisory representative from **Seals Ambulance Service, Inc.** may be requested to a question/discrepancy regarding the uniform/grooming policy.

Seals Ambulance Service, Inc.'s two (2) dedicated medic units will display a mutually agreed upon logo or lettering to distinguish them as City of Franklin apparatus.

Seals Ambulance Service, Inc. agrees to assist City of Franklin with EMS training for the dedicated **Seals Ambulance Service, Inc.'s** employees and City of Franklin fire personnel. This is up to, but not limited to, CPR training and recertification for all ALS and BLS providers and specific ALS training such as ACLS, PALS, PHTLS, and Paramedic Refresher courses. Specific times and locations may be worked out and mutually agreed upon by both **Seals Ambulance Service, Inc.** and City of Franklin Fire Department. **Seals Ambulance Service, Inc.** may also be asked to assist with routine EMS training multiple times throughout the year. **Seals Ambulance Service, Inc.** dedicated employees to Franklin are required to attend all Audit and Reviews while on duty and are permitted to attend all off duty Audits as well.

Seals Ambulance Service, Inc.'s employees will assist Franklin Fire Department personnel with all house duties including standard daily cleaning and any special cleaning duties of the station as required. These duties are typically performed at 0800 in conjunction with routine truck/supply checks.

City of Franklin shall provide;

Franklin agrees to provide one (1) hand-held radio for each aforementioned dedicated unit.

Franklin agrees to provide bay space and to allot space as necessary for living, sleeping, supply storage, and crew vehicle parking. Franklin shall make available report writing areas, recreational equipment, uniform storage, and cooking/dining areas for *Seals Ambulance Service, Inc.* crews. All areas will be common areas used by both Franklin Fire personnel and *Seals Ambulance Service, Inc.* crews.

Franklin shall provide all dispatching services for dedicated units necessary to have the units operate seamlessly in the provision of services in the Franklin Fire Department system. *Seals Ambulance Service, Inc.* will also maintain radio contact with all dedicated units to accomplish all record keeping requirements.

Seals Ambulance Service, Inc. and City of Franklin Fire agree to:

On any call when a responding Franklin Fire unit arrives on scene first, the Franklin FF/Paramedic will be the 'lead' medical authority on scene until relieving care to *Seals Ambulance Service, Inc.'s* highest medical authority on scene. When *Seals Ambulance Service, Inc.'s* unit arrives prior to a Franklin Fire Apparatus, *Seals Ambulance Service, Inc.'s* Paramedic will be the 'lead' medical authority on scene. When both units arrive simultaneously, Franklin Fire Department medic will be 'lead' medical authority until care is fully relinquished to *Seals Ambulance Service, Inc.* Mutual respect must be observed at all times by all parties. Any disagreements and/or conflicts in care will not be addressed on scene in front of patients unless it's deemed a danger to patient. The Shift Commander must be notified by both parties if an incident occurs where a mutual agreement cannot be concluded by the parties involved.

Primary disciplinary issues for *Seals Ambulance Service, Inc.'s* employees will be initially dealt with by the Franklin Fire Department Shift Commander that day. If it is more than a 'minor' issue, the Shift Commander, Chief, Deputy Chief, EMS Supervisor, EMS Committee, and a supervisory representative from *Seals Ambulance Service, Inc.* may be requested to review an issue.

Seals Ambulance Service, Inc. and Franklin Fire will allow attendance free of charge to any mutually agreed upon training, which may be hosted by either party.

Seals Ambulance Service, Inc. employees assigned to dedicated units shall participate in all Franklin Fire Department training sessions unless out of service on incident responses or the Shift Commander releases them from the training at his discretion.

Each party reserves the right to reasonably request the other party's assistance as needed to respond to any emergency and non-emergency request.

Seals Ambulance Service, Inc.'s will transport patients with Fire personnel onboard only in situations that are deemed to require more than one attending Paramedic/EMT. When applicable, Franklin Fire will supply an FF/EMT to 'ride' with **Seals Ambulance Service, Inc.** A FF/Paramedic will be provided in the event additional ALS skills will be or presumed to be needed on a critical transport. No FF/EMT and/or FF/Paramedic will 'ride' on calls that do not specifically require two persons providing patient care on a transport. If abuse of this is suspected, it may be reviewed by the Shift Commander, Chief, Deputy Chief, EMS Supervisor, EMS Committee, and a supervisory representative from **Seals Ambulance Service, Inc.**.

Seals Ambulance Service, Inc. shall encourage personnel assigned to Franklin Fire Department units to participate in "Fire Station monthly Dues." By paying these dues **Seals Ambulance Service, Inc.** employees are entitled to the use of all items Franklin Fire personnel are entitled including, but not limited to, television newspapers, and any food or beverage item that is paid for with house dues. This section shall be on the employee, **Seals Ambulance Service, Inc.**, will not pay nor payroll deduct said dues.

Seals Ambulance Service, Inc. agrees to provide limited PPE for work on scenes where flying debris or other items warrant the use of gloves and eye protection. Such use of PPE must be in compliance of Seals Ambulance S.O.G # 39.01 as attached hereto. Additionally Seals personnel shall continue to comply with their S.O.G.#6.01 also attached hereto.

Seals Ambulance Service, Inc. agrees to provide two dedicated ALS ambulances that meet or exceed the minimum standards of **Seals Ambulance Service, Inc.** fleet policy. Specifically the portion of that policy relating to vehicles dedicated to 911/emergent operations.

Seals Ambulance Service

Standard Operating Guide

Implemented May 1, 2010

SOG #39.01

Subject:

Seals personnel operating in a hazardous environment

Purpose:

A career as and EMT or Paramedic has certain inherent risks. To reduce the risks associated with emergency operations, Seals ambulance has determined its personnel will not operate in what is defined in the industry as the "HOT ZONE"

Scope:

Applies to all Seals personnel

Definitions:

The "HOT ZONE" is defined as any area that is immediately dangerous to life, health, or any area that could become IDLH environment with little or no notice. Examples of such areas include but are not limited to:

- Auto extrication action circles
- Hazardous materials warm and hot zones
- Any area of a fire scene where exposure to smoke or fire products is possible
- Trench rescue scenes
- Building collapse
- Aircraft down
- Water rescue
- Any scene or incident where personnel's safety could be in jeopardy

Procedure:

1. All personnel will remain outside danger areas – safety first
2. Personnel will call for additional resources from the appropriate emergency service in the area
3. No Seals personnel shall wear another persons or departments protective gear as an employee of Seals.

Seals Ambulance Service

Standard Operating Guide

Implemented May 1, 2010

SOG # 6.01

Subject:

High Visibility Vests

Purpose:

To provide additional safety to all personnel operating on roads and highways through the use of high visibility vests

Scope:

Applies to all personnel

Procedure:

The Department of Transportation mandates that all personnel working on or near a federal highway wear high visibility vest that meets ANSI standards.

- Regardless of type of roadway, all Seals personnel shall wear issued vest while working in areas of moving traffic or areas of potentially moving traffic.