



AGENDA
HENRY COUNTY COMMISSION
SPECIAL CALLED MEETING
MONDAY, SEPTEMBER 30, 2024
5:00 P.M.
HENRY COUNTY CHANCERY COURT ROOM

1. Call to order and opening of the Commission
2. Invocation
3. Pledge to the Flag of the United States of America
4. Roll call
5. Citizens' Forum
6. Commissioners' Forum
7. **BUSINESS:**
 - a. Consideration of a resolution to authorize the County Mayor to hire, fire, and supervise up to eight new county employees (medics, ambulance drivers, and/or other employees to support ambulance service) and to authorize the County Mayor to enter into an agreement with American Medical Response of Tennessee, Inc. (AMR) regarding these employees and to provide ambulance services to Henry County. RESOLUTION #1-9S-24
8. Announcements and Statements
9. Adjournment

STATE OF TENNESSEE
COUNTY OF HENRY...

Be it remembered that the County Commission met in a special called meeting at the Courthouse in Henry County, Tennessee on September 30, 2024 at 5:00 p.m. Present and presiding the Honorable Randy Geiger, Chairman, Donna Craig, County Clerk and the County Commissioners:

ITEM NO. 1 The meeting was called to order by Sheriff Josh Frey.

ITEM NO. 2 The invocation was led by Commissioner Kenneth Humphreys.

ITEM NO. 3 The pledge to the flag was led by Sheriff Josh Frey.

ITEM NO. 4 Roll Call

The following Commissioners were present: Patrick Burns, Dell Carter, Charles Elizondo, David Flowers, Missy Hamilton, David Hayes, Kenneth Humphreys, Melissa McElroy, Paul Neal, Gatlin Primrose, Monte Starks, Jay Travis and Marty Visser. Absent: David Webb and Ralph Wiles.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

Commissioner Burns made a motion to approve Resolution 1-9S-24, to authorize the hiring of EMS employees and enter into an agreement between Henry County and AMR to accomplish the AMR Assistance Arrangement. The motion was seconded by Commissioner Humphreys.

ITEM NO. 5

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK			X		X			
CARTER, DELL					X			
ELIZONDO, CHARLES					X			
FLOWERS, DAVID					X			
HAMILTON, MISSY					X			
HAYES, DAVID					X			
HUMPHREYS, KENNETH				X	X			
McELROY, MELISSA					X			
NEAL, PAUL					X			
PRIMROSE, GATLIN					X			
STARKS, MONTE					X			
TRAVIS, JAY					X			
VISSER, MARTY					X			
WEBB, DAVID	X							
WILES, RALPH	X							
TOTAL	2				13			

MOTION CARRIED

DATE : 9-30-24

RESOLUTION NO. 1-9S-24

A RESOLUTION OF THE HENRY COUNTY, TENNESSEE BOARD OF COMMISSIONERS TO AUTHORIZE THE HIRING OF EMS EMPLOYEES AND ENTER INTO AN AGREEMENT BETWEEN HENRY COUNTY AND AMR TO ACCOMPLISH THE AMR ASSISTANCE ARRANGEMENT

WHEREAS, American Medical Response of Tennessee, Inc. (“AMR”) provides ambulance and related services (“EMS services”) within Henry County (the “County”) by agreement between AMR and the Henry County General Hospital District d/b/a Henry County Medical Center (“HCMC”); and

WHEREAS, up to eight current employees of HCMC have assisted in providing EMS services (collectively the “EMS Employees”); and

WHEREAS, HCMC is ceasing operations pursuant to a certain Operations Transfer Agreement (“OTA”) between HCMC and West Tennessee Healthcare Henry County Inc. (WTH-HC)—and all employees of HCMC will be terminated upon the closing of the OTA (on or about October 1, 2024); and

WHEREAS, although WTH-HC intends to employ substantially all employees of HCMC upon closing of the OTA, EMS services were expressly excluded from the OTA and so WTH-HC will not employ the EMS Employees; and

WHEREAS, in 2021, the Tennessee General Assembly enacted Public Chapter 212, effective April 22, 2021, amending Tenn. Code Ann. §7-61-101, *et seq.* to designate ambulance service as an essential service in the State of Tennessee—and county governments were thereby statutorily authorized and directed to make provisions to ensure that at least one licensed ambulance service is available within their county; and

WHEREAS, the EMS Employees are critical to the provision of ambulance services within Henry County; and

WHEREAS, the County Chief Financial Officer requested that the Tennessee Comptroller of the Treasury (“Comptroller”) review and approve a possible arrangement whereby County would employ the EMS Employees to—under the supervision of the Henry County Mayor—continue assisting with EMS services within the County contingent on AMR’s agreement to reimburse the County for all costs associated with employing the EMS Employees (including without limitation wages, payroll taxes, unemployment insurance, workers compensation insurance, and liability insurance) (the “AMR Assistance Arrangement”)—and the Comptroller’s office has approved such an arrangement; and

WHEREAS, the County has a statutory duty to assure that ambulance services are available within Henry County—and it appears the AMR Assistance Arrangement is necessary to ensure that ambulance services continue uninterrupted throughout the County after closing of the OTA; and

NOW, THEREFORE, BE IT RESOLVED that the County Mayor is hereby authorized and directed to enter into an agreement on behalf of the County with AMR to accomplish the AMR Assistance Arrangement and to execute and deliver all documents deemed necessary or convenient to the purposes of accomplishing the AMR Assistance Arrangement on such terms and conditions as he determines to be necessary or appropriate; and to make, execute and deliver, in the name of and on behalf of the County, as appropriate, any and all other documents, agreements and instruments of any kind or nature whatsoever, as determined necessary or appropriate by him and the execution and delivery of such documents, agreements and instruments shall constitute conclusive evidence that the terms and conditions contained therein have been determined to be appropriate by this Commission; and

FURTHER RESOLVED, that the County Mayor is hereby authorized and directed to hire, supervise, manage, and terminate the employment of up to eight EMS Employees on such wages, benefits, terms, and conditions as he determines to be necessary or appropriate to facilitate the AMR Assistance Arrangement; and

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken by the Mayor to appropriately effect the actions authorized by the foregoing resolutions or otherwise in furtherance of the actions authorized by the foregoing resolutions hereby are adopted, ratified and confirmed in all respects; and


BE IT FURTHER RESOLVED by the Board of County Commissioners of Henry County, Tennessee, meeting in special session at the Henry County courthouse on this 30th day of September, 2024, a majority or more of the membership concurring, that the County Mayor is authorized to hire up to eight EMS employees and enter into an agreement between Henry County and AMR to accomplish the AMR Assistance Arrangement.

BE IT FINALLY RESOLVED that a true copy of this instrument be spread upon the minutes of this meeting.

PASSED 9/30/2024



**RANDY GEIGER, CHAIRMAN
HENRY COUNTY COMMISSION**



**DONNA CRAIG
COUNTY CLERK**

APPROVED 9/30/2024



**RANDY GEIGER
HENRY COUNTY MAYOR**

STAFFING SERVICES AGREEMENT

THIS STAFFING SERVICES AGREEMENT is made between American Medical Response of Tennessee, Inc. ("AMR") and Henry County, Tennessee ("County"). This Agreement is effective as of October 1, 2024 ("Commencement Date").

WHEREAS, AMR is in need of qualified and experienced EMT and paramedic personnel to supplement its workforce in and around Henry County, Tennessee ("Personnel");

WHEREAS, County wishes to provide up to eight (8) qualified Personnel and is capable of providing qualified staff upon request by AMR.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Staffing.** On a 24/7 basis, County will supply up to eight (8) EMTs/Paramedics to AMR (the "Services"). County shall be solely responsible for the payment of any and all wages and benefits to its Personnel. County's Personnel shall comply with all AMR operational, compliance and billing requirements, e.g., technology, ePCR, billing documentation, compliance policies, and operational requirements, necessary for AMR to bill and necessary for AMR to provide ambulance services.
2. **Compensation:** AMR shall reimburse County for their direct costs per employee per hour, which includes their hourly wages (including employer payroll taxes), insurance (worker's compensation, unemployment and liability), benefits and retirement share. County shall invoice AMR monthly and AMR shall pay within thirty (30) days of receipt of a properly prepared invoice. AMR shall be solely responsible to bill any third-party payers for ambulance transports or other services and County shall not bill for any services provided by its Personnel.
3. **Background Investigation.** County warrants and represents that the leased personnel have or will undergo a background check and drug screen in accordance with County protocol and policies.
4. **Term.** The initial term of this Agreement shall start on the Effective Date and continue month-to-month subject to the termination rights herein.
5. **Termination.** Either party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon 15 days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within seven (7) days of written notice thereof to the other party.
6. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any

unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

7. Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.
8. Relationship. In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. The parties administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
9. Force Majeure. Neither party shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
10. HIPAA and Compliance. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and the regulations thereunder (collectively, "HIPAA"). The County shall reasonably assist AMR in complying with HIPAA, including assisting AMR in providing AMR'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 for 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. County Personnel shall abide by all training requirements and other policies and procedures as required by AMR.
11. Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provides Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement,

unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

12. Notices. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth below:

AMR:

Jeffrey Davis
Regional Director
American Medical Response
75 Southpointe Drive
Jackson, TN 38305

With Mandatory Copy to:

Law Department
American Medical Response, Inc.
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

County:
Mayor Randy Geiger
PO Box 7,
Paris, TN 38242

13. Insurance. Each party represents that it has and will maintain general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the industry and workers' compensation insurance in the statutory required amounts. County shall provide a certificate of insurance indicating worker's compensation insurance for Personnel. County agrees to waive any right of subrogation it possesses against AMR and its insurance provider for any claim by Personnel.
14. Laws and Regulatory. The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting

entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) present and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

15. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

By signing below, each Party acknowledges that they have carefully read and fully understand this Agreement. Each Party each fully agrees to be bound by the terms of this Agreement.

AMR

County

By: <small>Signed by:</small> <i>Jay Chappelle</i> <small>5260E1185DA3422...</small>	By: <small>Signed by:</small> <i>Randy Geiger</i> <small>50E77FE973242...</small>
Print Name: Jay Chappelle	Print Name: Mayor Randy Geiger
Title: VPO	Title: Mayor, Henry County TN.

ROLL CALL
 COUNTY COMMISSION, HENRY COUNTY, DONNA CRAIG, COUNTY CLERK
 PARIS, TENNESSEE

A motion was made by Commissioner Neal to adjourn. Commissioner Hamilton seconded the motion.
 ITEM NO. 6

	ABSENT	PRESENT	MOTION	SECOND	AYE	NO	ABSTAIN	PASS
BURNS, PATRICK								
CARTER, DELL								
ELIZONDO, CHARLES								
FLOWERS, DAVID								
HAMILTON, MISSY				X				
HAYES, DAVID								
HUMPHREYS, KENNETH								
McELROY, MELISSA								
NEAL, PAUL			X					
PRIMROSE, GATLIN								
STARKS, MONTE								
TRAVIS, JAY								
VISSER, MARTY								
WEBB, DAVID	X							
WILES, RALPH	X							
TOTAL								

VOICE VOTE CARRIED

DATE : 9-30-24