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**Appendix A:**

Memorandum of Understanding (MOU) between Boardman Township and Lane  
Life-Trans

## EMERGENCY MEDICAL SERVICE AGREEMENT

This agreement is made this 25<sup>th</sup> day of March, 2019 by and between Boardman Township, 8299 Market Street, Boardman, Ohio, hereinafter referred to as the "Township," and Lane LifeTrans Paramedics, a Division of Lane Life Corp., 5801 Mahoning Ave., Austintown, Ohio 44515, hereinafter referred to as the "Provider".

WHEREAS, the Provider is engaged in the business of providing emergency paramedic ambulance service, and also non-emergency ambulance services, with at least one or more facilities located inside the Township.

WHEREAS, the Provider currently serves other political sub-divisions, under written contract in Mahoning County and/or adjacent counties; and

WHEREAS, the Provider shall have at least twelve (12) Ambulances in its fleet to ensure adequate availability of service to the Township and also verified back-up capability; and

WHEREAS, the Provider will have at least one fixed facility centrally located in Boardman Township located within the Township to ensure adequate response locations; and

WHEREAS, the Township, pursuant to its authority under the Ohio Revised Code Sec. 505.44 desires to obtain Emergency Medical Services, for its citizens as well as having access to Paramedic Advanced Life Support services, and ;

WHEREAS, the Township provides no emergency medical services via ambulance transport to the Township residents for emergency calls that surface as a result of direct calls to the police or fire departments, or via 9-1-1, or that originate as a results of, or in the course of, police and fire department operations;

IT IS THEREFORE AGREED, that:

1. The Provider will provide two (2) twenty-four hour paramedic ALS (Advanced Life Support) ambulances dedicated to the community of Boardman Township, Ohio, during the term of this agreement.
2. The Provider will provide said service from one primary location centrally located in Boardman Township, and back up from the Provider's other facilities.
3. The Provider shall respond within six minutes to 85% of emergency calls and within eight minutes or less for 90% of the emergency calls. Response time is determined in this contract from when Provider's dispatch is notified until the ambulance arrives at the scene.
4. The Provider shall not exceed eight minutes for the first unit dispatched and ten minutes for the second unit and no more than fifteen minutes for the third unit if needed under the circumstances.
5. Failure to meet the criteria in Item 3 and Item 4 will result in a four step disciplinary process to be administered by the Township Fire Chief, as follows. Step 1. A \$1,000.00 fine payable to the Township. Step 2. A second violation within a six month period will result in a \$1,500.00 fine payable to the Township. Step 3. A third violation within a one year period will result in a \$2,500 fine, payable by the provider to the Township. Step 4. The fourth violation within a one year period will result in termination of the Agreement. The Township Fire Chief may waive discipline for justifiable reasons, such as natural disasters, snow storms, or other prevailing reasons. All fines must be paid within 10

business days upon the provider being notified of the violation and after failure of non-payment may result in immediate termination of the agreement.

6. The Provider may appeal any disciplinary action determined by the Township Fire Department to the Board of Trustees at a hearing requested by the Provider. Any decision by the Board will be final.
7. Provider units will respond on a standby basis to all emergency fire calls or police situations, to be determined by written protocol from their respective departments and said protocols will be attached to this agreement as Exhibit A & B.
8. The Provider will utilize modular ambulances as their first line vehicles and will further support said vehicles with non-transporting response units. Said vehicles will meet all State of Ohio Ambulance Licenses requirements.
9. The Provider will maintain a current written Mahoning County Disaster Plan and be able to implement the plan and coordinate with existing safety services.
10. The Provider shall provide EMDs (Emergency Medical Dispatchers) trained pursuant to NAEMD (National Academy of Emergency Medical Dispatch) standards.
11. The Provider will provide emergency medical dispatching pre-arrival instruction to the caller on all calls transferred by the Boardman dispatcher to the provider's dispatcher. Once the caller has made voice communication with the Provider's dispatcher, the Boardman dispatcher will disconnect from the conversation.
12. Should the National Standards indicate a non-emergency response, Item #3 of this agreement will not be in effect and the maximum allowed response time will be ten minutes.
13. If the Provider determines that the call requires a fire department response, the Provider's Dispatcher shall immediately contact the Boardman Dispatcher and give the call information.
14. The Provider will provide standby coverage upon request at no cost, at all public Township functions (including school events) when requested.
15. The Provider shall have Bariatric Equipment available to handle obese patients.
16. The Provider shall handle all lift assists. In those instances where their crews need additional assistance, assistance may be requested from the fire department. The Provider shall provide one lift assist per calendar month per Township resident at no charge. The Provider may charge for any subsequent lift assists in the same calendar month in accordance with the usual and customary charges. The Provider shall provide the resident with written notification that he/she may be charged for subsequent lift assist in that calendar month. A copy of all written notifications delivered by the Provider shall be forwarded to the Boardman Township Fire Chief.
17. The Provider will bill patients or their insurance carriers directly for services rendered and the Township will have no responsibility of payment for ambulance services.
18. The Township of Boardman will call the Provider for all emergency medical situations that surface as a result of calls to the Township Communications Center, or that originate as a result of, or in the course of Police and Fire Department operations.

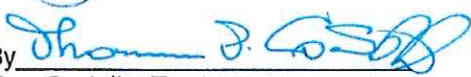
19. The Provider will exchange any supplies used by the Boardman Fire Department including oxygen at no cost to the Township.
20. The Township of Boardman shall in no way inhibit an individual's choice of an ambulance service.
21. The Provider will provide paramedics certified under the State of Ohio and holding current standing orders from a local Medical Director. All ambulances responding under this agreement shall be staffed by a minimum of one Paramedic and one EMT-Basic.
22. The Provider shall maintain an agreed to Quality Assurance Program and meet upon request of the Fire Chief to review results.
23. The Provider shall keep detailed records of all services performed under this agreement and shall provide those records excluding any information prohibited by HIPAA to the fire chief by the 10th of each month.
24. This agreement shall commence on April 1, 2019, and will be for a term of three (3) years, unless terminated under the provisions of this agreement. The Parties will meet annually to review and amend the terms of the agreement, if necessary. This agreement will automatically renew upon the same terms and conditions unless either party notifies the other in writing sixty (60) days prior to the expiration date.
25. Either party may terminate this agreement at any time by giving sixty (60) days' written notice to the other party to be delivered to: Boardman Township Fire Chief, 136 Boardman-Poland Rd, and Lane LifeTrans Paramedics, 5801 Mahoning Ave., Austintown, Ohio, 44515.
26. The Provider shall deliver to the Township proof of compliance with the Ohio Worker's Compensation laws.
27. The Provider shall maintain an Auto Insurance, General Liability and Malpractice Insurance in the minimum total amount of Three Million Dollars (\$ 3,000,000), a copy of which shall be provided to the Township upon request. In addition, the Provider will add the Township as an additional insured on their insurance policy and provide proof of insurance at the time of signing the Agreement.
28. The Provider will maintain a drug-free work place, consistent with the high degree of responsibility and accountability needed in the Paramedic field, and to that end will conduct pre-employment and random drug testing for all employees.
29. The Provider will provide their rehab services unit when available for their firefighters on all major fires.
30. The Provider may at its discretion and if available, provide to the Boardman Police, its Tactical Emergency Medical Support team (TEMS) for any police matter that the Police Chief requests.
31. The Provider will complete in-house quality assurances on all emergency medical calls.
32. The Provider will submit to Boardman Township a copy of the Certificate of License from Ohio Medical Transport Board.

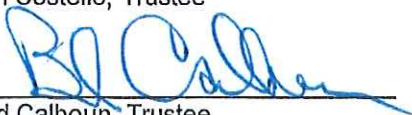
33. This agreement supersedes any and all other agreements or memorandums of understanding, either oral or writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement of promise relating to the subject matter of this agreement that is not contained herein shall be valid or binding,
34. This agreement may be amended in writing, if mutually agreed upon by both parties.
35. To the fullest extent permitted by law and in compliance with applicable law, Provider agrees to indemnify and hold harmless the Township, its officers, employees and agents from any and all liability, damages, losses, claims, suits, actions, attorney fees, court costs, and litigation expenses arising out of or due to the breach of the Emergency Medical Service Agreement by Provider or due to any act or omission of Provider's employees, agents, subcontractors or assigns.
36. Neither this agreement or any duties or obligations herein shall be assignable by Provider without the prior written consent of the Township.
37. The validity of this agreement and of any its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.
38. The parties may execute more than one counterpart of this Agreement hereto, and each fully executed counterpart shall be deemed an original.
39. If any part of this agreement is declared to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remainder of the agreement.
40. The Provider shall not be considered an employee of the Township for any purpose and is not entitled to any benefits of the Township.
41. Provider is entitled to any immunity granted under Section 4765.49 Ohio Revised Code.
42. The Provider shall be liable for all state, local and federal income taxes and the reporting of same to the appropriate taxing agencies.

Executed at Boardman, Ohio on the day and year first above written.

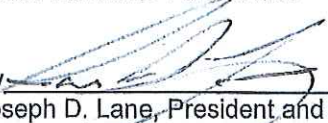
Township of Boardman

By   
Larry Moliterno, Chairman

By   
Tom Costello, Trustee

By   
Brad Calhoun, Trustee

Lanes LifeTrans Paramedics

By   
Joseph D. Lane, President and CEO

By   
Thomas Lambert, Lane Life-Trans, COO