

## EMERGENCY MEDICAL SERVICES (EMS) AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the City of York, Pennsylvania, hereafter referred to as the "City" and ARMAR, Inc., d/b/a/ White Rose Ambulance, hereafter referred to as the "Contractor".

The parties hereto do mutually agree as follows:

### 1. TERM

The term of this Agreement shall be for a period of five (5) years beginning on January 1, 2015, and terminating on December 31, 2019. All terms of this Agreement shall, however, be subject to annual review and written modifications as agreed by both parties.

### 2. CONTRACT PRICE

The contract price shall be as follows:

Year 1	\$90,000.00
Year 2	\$90,000.00
Year 3	\$100,000.00
Year 4	\$105,000.00
Year 5	\$110,000.00

Payments for each year shall be made in equal monthly installments due on or before the first day of the month for which service is provided.

Such payments shall be considered as subsidy for the operation of the EMS service in the City and shall not pertain to any other services that might be provided by the Contractor. The payments are subject to City taxation.

Funds received under this Agreement prohibit their use for the purchase, maintenance, or operation of ambulances.

### 3. NON-ASSIGNMENT

The Contractor shall not assign or transfer this Agreement or any part hereof without the written consent of the City. Such consent, if given, shall not release the contractor from any of its obligations and/or liabilities under this Agreement.

4. EARLY TERMINATION

Should the Contractor, during the term of this Agreement, be adjudged bankrupt or make general assignment for the benefit of its creditors or if a receiver should be appointed on account of insolvency, the City may, without prejudice to any other right or remedy, terminate the Agreement and seek new proposals. The City also reserves the right to seek new proposals at the end of each year, if, in the opinion of the City, the Contractor's performance is not satisfactory.

Written notice of any breach of this Agreement prior to the expiration of the term stated, but only in the event that a breach has gone uncured. Written notice of any breach shall be given to the breaching party within seven (7) days of the discovery of such breach. The breaching party shall have thirty (30) working days in which to address an alleged breach. If the breach is not cured within that period, the party giving notice may give further notice that it considers the Agreement to be terminated

5. STATUS OF CONTRACTOR

All work performed, services provided, and business conducted by the Contractor pursuant to this Agreement is as an independent Contractor and this Agreement does not constitute a contract of employment, partnership, or agency.

The Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the type and amount of equipment and staffing needed, the general and local conditions, and all other matters that may in anyway affect its performance of the Agreement. No verbal agreement or conversation with any officer, employee, or agent, before or after the execution of this Agreement, shall affect or modify any of the terms of this Agreement.

The parties stand in an independent contractor relationship to one another and shall not be considered as joint venturers or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. No verbal agreement or conversation with any officer, employee, or agent, before or after the execution of this agreement, shall affect or modify any of the terms of this agreement.

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide full time emergency medical service (EMS) and necessary dispatching and shall operate said service twenty-four (24) hours per day, seven (7) days per week. Said service shall include, but not limited to, the following:

6. RESPONSIBILITIES OF THE CONTRACTOR (Cont'd.)

- a. A minimum of one (1) licensed advanced life support (ALS) mobile intensive care unit (MICU) and one (1) licensed basic life support (BLS) ambulance, in good condition, equipped as required by law and all applicable regulations, which shall be stationed within the City twenty-four (24) hours per day, seven (7) days per week, which shall be staffed by a minimum of two (2) persons per ambulance, certified as required by law and regulation. Additional certified personnel shall be on call to enable the contractor to respond in a timely manner as needed.
- b. The first due ambulance shall arrive at the incident scene within an average of six (6) minutes from the time of dispatch ninety percent (90%) of the time for all Class I & II 911 Center dispatched calls for service and fifteen (15) minutes ninety percent (90%) of the time for all Class III 911 Center dispatched calls for service. If the first ambulance is unavailable due to another call in the City, the second due ambulance shall arrive at the incident scene within an average of ten (10) minutes from the time of dispatch ninety percent (90%) of the time for all Class I & II 911 Center dispatched calls for service and fifteen (15) minutes ninety percent (90%) of the time for all Class III 911 Center dispatched calls for service. If both first and second due ambulances are unavailable due to any other 911 dispatched calls, the contractor shall provide additional back-up ambulance service as required, within a reasonable time.
- c. Ambulance response and stand-by at fires or other emergency or non-emergency incidents as requested by the Department of Fire/Rescue Services or the Police Department shall be at no cost to the City. There shall be no time limitations or restrictions to the number of personnel or units required to provide this service, or to the number of times this service is provided during the period of this Agreement.

Should the nature of the event extend beyond the jurisdictional authority of the City, the Contractor reserves the right to seek financial compensation accordingly. The Contractor also reserves the right to seek financial compensation from any party responsible for causing the incident.

Emergency on-scene treatment of any duly authorized City emergency personnel shall be at no cost to the City or the injured party. This treatment shall include any and all equipment and supplies necessary for on-scene treatment of injuries and/or illness sustained in the performance of duties and shall include the administration of oxygen when indicated.

Contractor agrees to provide for the transport of injured and/or ill emergency personnel at no cost to the City or the injured/ill party from the point of patient contact to a local hospital or other hospital as directed by medical command, provided that the number of transports does not exceed twelve (12) per calendar year, and that any transport over twelve (12) be billed in accordance with the Contractor's normal billing and fee schedule.

## 6. RESPONSIBILITIES OF THE CONTRACTOR (Cont'd.)

The Contractor agrees to provide a minimum of one (1) ambulance for stand-by at every City sponsored public event and to provide additional personnel and equipment to provide appropriate coverage for any City sponsored event requiring any additional coverage as required by law or regulation. The Department of Fire/Rescue Services may, at its discretion, request additional resources to be supplied by the Contractor at no cost to the City. Additional standby ambulance requirement is limited to no more than forty (40) standby unit hours in any one (1) calendar year. Additional standby unit hours will be billed at the Contractor normal hourly rate with a two (2) hour minimum charge.

- d. Full compliance with all applicable federal, state, and local laws and regulations; and all regulations, policies, and procedures of the Department of Fire/Rescue Services.
- e. Federally licensed two-way radio equipment on each vehicle and a fixed station. All equipment shall be maintained in good condition. All radio equipment must be part of the York County Radio System.
- f. A business office located within the City and equipped with such radios, telephones, and other necessary equipment and supplies for the proper operation of the ambulance service, said office shall be located in a district zoned for such use and shall be open for business during regular business hours.
- g. Contractor agrees to make available to the City at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment, any of the records relating to costs or pricing for the contract for inspection by any authorized representative of the City.
- h. The Contractor agrees that the Department of Fire/Rescue Services has exclusive management authority for all incidents to which it is assigned. The Contractor further agrees that its employees and agents shall cooperate fully with the Department of Fire/Rescue Services in all matters regarding incident management, and shall work within the established Incident Command System of the Department.
- i. The Contractor agrees to provide: (1) monthly statistics reports summarizing the response activity of the previous month; and (2) quarterly narrative reports, both as agreed to by both parties. Reports shall be sent to the Department of Fire/Rescue Services and to the York City Bureau of Health.
- j. The contractor agrees to make available regular EMS continuing education and training for fire department personnel.

6. RESPONSIBILITIES OF THE CONTRACTOR (Cont'd.)

- k. The contractor agrees to replace any EMS disposable supplies used by the fire department on an emergency medical call. Replacement equipment shall be of the brand and type normally used and stocked by the Contractor.

7. RESPONSIBILITIES OF THE CITY

In addition to the payment of the contract price, the City agrees to the following:

- a. Provide fire and/or police services as needed for assistance with those ambulance calls requiring rescue, extrication, traffic control, protection of EMS providers, etc.
- b. The City may, at its option, maintain and operate an ambulance, which shall not be used as a public response ambulance, but may be used as a support unit as needed and available.
- c. The City shall provide the Contractor with a copy of all applicable policies and procedures of the Department of Fire/Rescue Services.
- d. Allow Contractor to provide assistance to all other emergency medical service providers that provide ambulance service to the City in the event that such assistance is necessary (*e.g.*, through mutual aid request, where another ambulance service may be unable to respond to its assigned service area).
- e. It will be the City's responsibility to submit any event plans required by applicable laws and regulations and to notify the Contractor at least fourteen (14) days in advance of any City sponsored events.

8. OTHER AGREEMENTS

The Contractor may enter into separate agreements with other political subdivisions and/or health care facilities for such compensation, which may be mutually agreed upon, between the Contractor and said other party, providing such agreements do not alter the responsibilities of the Contractor as stated herein.

9. CHARGES TO THOSE SERVED

The Contractor shall determine its own fee schedule and retain all fees collected.

9. CHARGES TO THOSE SERVED (Cont'd.)

The Contractor shall not refuse emergency services to any person in the City based on ability to pay.

10. PROTECTION OF THE CITY

The Contractor shall indemnify and hold harmless the City from any and all suits or actions of any and/or every kind and description brought against the City or any of its officers, employees, or agents, and also from damages and costs to which it, they, or any of them, may, by reason of injury to a person or property of any other, resulting from the performance of the Contractor's obligations under this Agreement.

In addition, the Contractor shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, limits which shall not be less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage, per occurrence. The Contractor shall furnish the proper certifications of insurance coverage, including and executed copy of the policy, to the City before the effective date of this Agreement and a certificate of current insurance periodically thereafter. The City shall be named as an additional insured on the Contractor's insurance policy.

11. CALLS FOR AMBULANCE SERVICE

All emergency and non-emergency calls within or made by the City for ambulance service shall be referred to the Contractor.

When calls are received by the York County Communications Center and/or the police or fire departments, said calls shall be referred to the Contractor.

Dispatch procedures shall follow all applicable laws and regulations, and a copy of which shall be provided to the Department of Fire/Rescue Services.

City expressly understands and acknowledges that Contractor may be unavailable at times due to high demand, emergencies or other unforeseen circumstances within or outside of City. City understands that, when residents of City call 9-1-1, Contractor will be the primary ambulance service dispatched, but, that due to high demand, emergencies, or other unforeseen circumstances, Contractor may be unavailable. In that case, a secondary ambulance provider for the City will be dispatched by 911 for mutual aid. Contractor may enter into mutual aid agreements with other area ambulance services to cover this contingency, and copies of such agreements shall be provided to City upon request.

12. OTHER SERVICES BY THE CONTRACTOR

Nothing in this Agreement shall prevent the Contractor from providing other health-related services as it may elect, provided that:

- a. Such activities do not violate federal, state, or local laws or regulations.
- b. Such services do not hinder or restrict the performance of the ambulance as set forth in this Agreement.

The sale of ambulance memberships may be made available to the City residents at the sole discretion of the Contractor and as provided for by law. The terms and conditions of the ambulance memberships shall be set by the Contractor.

13. COMPENSATION.

Contractor plans to derive revenue primarily from billing and collection activities related to its provision of emergency medical services in the Municipality. Although Contractor does not presently anticipate the need for additional subsidies from Municipality beyond those outlined under Paragraph 2 for its services, in the event Medicare and/or Medicaid reimbursements are significantly reduced through governmental actions, which are out of Contractor's control, Contractor shall have the opportunity within 120 days of notice of these changes to request an increase in financial subsidy from the City to compensate for lost revenue. "Significantly reduced" shall mean that anticipated reimbursement rate per call is expected to be decreased by at least 5.0%. The Municipality shall make efforts to discuss with Contractor and attempt to mutually agree upon such subsidy within 60 days of receiving notice of the need for additional subsidy. If a subsidy amount cannot be agreed upon within this 120-day period, either party may terminate this Agreement.

14. VIOLATION

Any violation of the terms of the Agreement may result in the withholding of subsidy payments until such time as the conditions that created the violation have been corrected to the satisfaction of the City.

15. DISCRIMINATION

The parties hereto agree not to discriminate against any person in need of ambulance service for any reason whatsoever. Such discrimination shall include, but not be limited to, medical reasons, financial, ethnic, racial, religious, and all other forms of discrimination.

15. OTHER PROVISIONS

Nothing in this Agreement shall prohibit the Department of Fire/Rescue Services, the Police Department, or any other agency of the City from actively engaging in the delivery of emergency medical services to persons within the City of York.

The Department of Fire/Rescue Services may, at its discretion, call for any additional resources deemed necessary for the delivery of emergency medical services within the City of York.

This Agreement recognizes the Contractor as the prime provider of basic and advanced life support ambulance services for the City of York, and agrees that the City may, at any time, take whatever action necessary to carry out its mission of public safety.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF YORK, PENNSYLVANIA**

**ARMAR, INC.**

\_\_\_\_\_  
C. Kim Bracey, Mayor

\_\_\_\_\_  
James B. Arvin, II, President

\_\_\_\_\_  
Robert F. Lambert, Controller

ATTEST:

ATTEST:

\_\_\_\_\_  
Dianna L. Thompson, City Clerk

\_\_\_\_\_  
Secretary