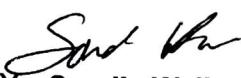


Council of the City of York, PA
Session 2018
Resolution No. 9

INTRODUCED BY: 
Sandie Walker

DATE: **January 16, 2018**

WHEREAS, the Agreement between the City of York and ARMAR, Inc. d/b/a White Rose Ambulance to provide emergency medical response in the City of York expired on December 31, 2017; and

WHEREAS, the City wishes to continue its Agreement with ARMAR, Inc. d/b/a White Rose Ambulance for emergency medical response services in the City of York commencing on January 1, 2018 and terminating on December 31, 2022, with the agreed upon amounts to be paid out of the General Fund as follows:

2018 – \$175,000.00 per year
2019 – \$200,000.00 per year
2020 – \$200,000.00 per year
2021 – \$225,000.00 per year
2022 – \$225,000.00 per year

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania, that the Mayor is authorized, and the Controller is authorized and directed to enter an agreement, a copy of which is attached hereto and made a part hereof, with ARMAR, Inc. d/b/a White Rose Ambulance for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY: **January 16, 2018**

BY THE FOLLOWING VOTE:

YEAS: Ritter-Dickson Walker, Nixon – 3, _____, _____

NAYS: None.


Henry Hay Nixon, President of Council

ATTEST:


Dianna L. Thompson-Mitchell, City Clerk

MUNICIPAL AGREEMENT FOR PROVISION OF AMBULANCE SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2018 by and between the **City of York**, a Third Class City, whose principal offices are located at 101 South George Street, York, Pennsylvania 17401 (hereinafter referred to as "Municipality") and **ARMAR, Inc. d/b/a White Rose Ambulance**, a Pennsylvania business corporation whose principal office is located at 54 North Harrison Street, York, Pennsylvania 17403-1224 (hereinafter referred to as "Ambulance Service").

RECITALS

WHEREAS, Municipality has the statutory authority to designate the emergency medical services that are provided within the Municipality by the means and to the extent determined by Municipality pursuant to Sections 12429 and 12446 of the Pennsylvania Third Class City Code.

WHEREAS, Municipality has the statutory authority to provide financial and administrative assistance for emergency medical services within the Municipality pursuant to Sections 12429 and 12446 of the Pennsylvania Third Class City Code.

WHEREAS, Municipality is obligated to consult with emergency medical services providers to discuss the emergency medical services needs of the Municipality, pursuant to Section 12446 of the Pennsylvania Third Class City Code.

WHEREAS, Municipality, acting by their duly-elected and qualified officials are desirous of seeing that the residents of the Municipality are provided with quality and reliable emergency ambulance services ("Services"), and also desires to designate the provider of such Services for the protection of persons in circumstances of immediate and significant threat of injury or harm located within its jurisdiction.

WHEREAS, Ambulance Service is a Pennsylvania corporation which provides such Services within the Commonwealth of Pennsylvania, and is duly licensed by the Pennsylvania Department of Health to provide such Services.

WHEREAS, Ambulance Service desires to provide such Services to the residents of Municipality and persons located within the Municipality.

WHEREAS, Municipality, in assessing available basic and advanced life support ambulance services available to provide service in the Municipality, has determined that it is in the best interest of its residents that Ambulance Service be officially recognized by Municipality as the entity primarily and exclusively responsible for providing primary response of basic and advanced life support emergency ambulance services within the Municipality.

NOW, THEREFORE, in consideration of mutual promises contained herein, and intending to be legally bound thereby, the parties mutually agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement as if set forth in their entirety in this Section.

2. Term. This Agreement shall commence on the date of execution and shall continue for a period of five (5) years, beginning on January 1, 2018, and terminating on December 31, 2022.

3. Compensation. Ambulance Service plans to derive the major portion of its revenue from billing and collection activities related to its provision of Services in the Municipality. Although Ambulance Service does not presently cover the cost of providing the Services, the need for direct subsidies from Municipality for its Services is required. The agreed amount for this subsidy is as follow:

2018 - \$175,000.00 per year. Due in monthly payments of \$14,583.33, which payments are due to Ambulance Service on or before the 1st of each month for the upcoming month.

2019 - \$200,000.00 per year. Due in monthly payments of \$16,666.66, which payments are due to Ambulance Service on or before the 1st of each month for the upcoming month.

2020 - \$200,000.00 per year. Due in monthly payments of \$16,666.66, which payments are due to Ambulance Service on or before the 1st of each month for the upcoming month.

2021 - \$225,000.00 per year. Due in monthly payments of \$18,750, which payments are due to Ambulance Service on or before the 1st of each month for the upcoming month.

2022 - \$225,000.00 per year. Due in monthly payments of \$18,750, which payments are due to Ambulance Service on or before the 1st of each month for the upcoming month.

The above subsidy is based in large part from reimbursements from Federal and State healthcare programs and can be amended by Ambulance Service as described in this Paragraph. In the event Medicare and/or Medicaid reimbursements are significantly reduced through governmental actions, or other financially detrimental actions (such as significant reductions in payments from governmental or non-governmental payers) which are out of Ambulance Service's control, Ambulance Service shall have the opportunity within 30 days of notice of these changes to request an increased financial subsidy from the Municipality to compensate for lost revenue. "Significantly reduced" shall mean that anticipated reimbursement rate per call is expected to be decreased by at least 10.0%. In such case, the Municipality and Ambulance Service shall engage in good faith discussions and attempt to mutually agree upon such subsidy within 60 days of Municipality receiving notice from Ambulance Service of the need for a subsidy. If a subsidy amount cannot be agreed upon within this 60-day period, either party may terminate this Agreement without penalty.

4. Role of Municipality. The Municipality shall:

- (a) Designate Ambulance Service as the primary provider of basic and advanced life support emergency medical services for the Municipality, and notify the York County Dispatch Center (hereinafter referred to as "911") and inform it that all calls for basic and advanced life support emergency ambulance service from within the assigned service area of Ambulance Service within the Municipality shall be referred to the Ambulance Service for dispatch through the York 911 dispatch system as provided by prior designated ambulance service known as White Rose Ambulance Station 250.
- (b) Provide a designated contact person to serve as a liaison for communications and problems that Ambulance Service may incur. Such individual shall respond to any communication from Ambulance Service in a timely manner.
- (c) Not establish its own ambulance service and shall prohibit any other agency from providing delivery of emergency medical services to persons within the Municipality, except during acts of mutual aid provided from surrounding agencies and when Ambulance Service has otherwise indicated that it is not available to respond.
- (d) Ensure the provision of fire and/or police services as needed for assistance with those ambulance calls requiring rescue, extrication, traffic control, protection of EMS providers, etc.
- (e) Provide the Ambulance Service with a copy of all applicable policies and procedures of the Department of Fire/Rescue Services.
- (f) Allow Ambulance Service to provide assistance to all other emergency medical service providers that provide back-up ambulance service to the Municipality 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).
- (g) Submit any event plans required by applicable laws and regulations and notify the Ambulance Service at least fourteen (14) days in advance of any Municipality- sponsored events.
- (h) Consult with a designated representative of Ambulance Service prior to making or changing EMS Box assignments.

5. Responsibility of Ambulance Service. The Ambulance Service shall:

- (a) Provide basic life support (BLS) and advanced life support (ALS) ambulance services as defined in Pennsylvania Emergency Medical Services System Act, 35 P.S. 72018101 et seq. to the residents of and visitors to the Municipality in a timely manner in accordance with state and federal laws, regulations and protocols.
- (b) Physically locate one BLS and one ALS ambulance at a permanent location within the Municipality from which the ambulance will respond. The present location is 54 North Harrison Street. If Ambulance Service adds and/or moves to another location at any point during the term of this contract by the Ambulance Service, then notification shall be given to the Municipality at least 30 days in advance of such change. These ambulances will be staffed at the levels and hours as follows:
 - i. a minimum of one (1) licensed ALS ambulance, in good condition, equipped as required by law and all applicable regulations, which shall be stationed within the Municipality 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.
 - ii. a minimum of one (1) licensed BLS ambulance, in good condition, equipped as required by law and all applicable regulations, which shall be stationed within the Municipality 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.
 - iii. During times of heavy call demand, additional ambulance responses will be made available from other stations of Ambulance Service, as resources permit.
- (c) Provide BLS and ALS coverage for residents of the Municipality and others located within the Municipality 24 hours per day, 7 days per week, in accordance with the terms of this Agreement and in accordance with all federal, state, and local laws and regulations, and in accordance with other terms, requirements, and limitations as outlined in this Agreement (e.g., Section 7).
- (d) At all times remain licensed, certified or enrolled in good standing with all applicable state and federal authorities, with all state and federal health care programs, and all required state or national accrediting organizations.

- (e) Provide assistance to all other appointed ambulance service providers contracted with Municipality in the event that such assistance is necessary (e.g., through mutual aid request, where another contracted ambulance service may be unable to respond to its assigned service area)
- (f) Provide monthly statistics reports summarizing the response activity of the previous month which contain the information more fully described in Paragraph 6, below. Reports shall be sent to the Fire Chief. The report shall be submitted to the municipality within 30 calendar days after the end of each month.
- (g) Agree that any recognized Fire Company serving the Municipality shall have exclusive management authority for all incidents to which it responds. The Ambulance Service further agrees that its employees and agents shall cooperate fully with the designated Fire Company officers and personnel in all matters regarding incident management, and shall work within the established Incident Command System of the Company(s).
- (h) Use its best efforts to see that the first due ambulance arrives at the incident scene within an average of six (6) minutes and fifty-nine (59) seconds from the time of dispatch for all Class I and II 911 Center dispatched calls for service and fourteen (14) minutes and fifty-nine (59) seconds for all Class III 911 Center dispatched calls for service.
- (i) Whenever available, provide ambulance response and stand-by at fires or other emergency incidents as requested by the Municipality Fire Rescue or the Police Department, except as set forth in Paragraph 5(j), below, shall be at no additional cost to the Municipality. There shall be no limitations or restrictions to the number of times this service is provided during the period of this Agreement.
- (j) Should the nature of the event extend beyond the jurisdictional authority of the Municipality, reserve the right to seek financial compensation accordingly. The Ambulance Service also reserves the right to seek financial compensation from any party responsible for causing the incident requiring the services of the Ambulance Service.
- (k) Provide a minimum of one (1) ambulance for stand-by at any Municipality-sponsored public event and to provide additional personnel and equipment to provide appropriate coverage for any Municipality-sponsored event requiring any additional coverage as required by law or regulation. The Municipality's Fire/Rescue Services may, at its discretion, request additional resources to be supplied by the Contractor. 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 Ambulance Service normal hourly rate with a two (2) hour minimum charge.

- (l) Make available to the Municipality 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 Municipality.
- (m) Ensure that its employees and agents cooperate fully with the Municipality's designated Fire Rescue in all matters regarding incident management, and shall work within the established Incident Command System of the Department.
- (n) Make available any Ambulance Service EMS continuing education and training classes to the Municipality's Fire Rescue.
- (o) Replace any EMS disposable supplies used in the course of providing medical care by Municipality Fire Rescue on an emergency medical call within the Municipality. Replacement equipment shall be of the brand and type normally used and stocked by the Ambulance Service.
- (p) Ensure that there is federally licensed two-way radio equipment on each vehicle and a fixed station at the Ambulance Service Dispatch Center. All equipment shall be maintained in good condition. All radio equipment must be part of the York County 911 Radio System.
- (q) Maintain all ambulances and medical equipment in good operating condition. All equipment requiring regular serving and calibration will be done according to the manufacturers' recommendations.
- (r) Fully comply with all applicable federal, state, and local laws and regulations; and all regulations, policies, and procedures of Municipality.
- (s) Maintain a 24-hour Dispatch Center capable of call-intake and dispatching additional ambulance resources as needed.
- (t) Be responsible for all ambulance billing and maintain regular business office hours to assist with billing and insurance questions.

6. Access to Information About Ambulance Responses. Municipality shall be provided, upon request, all documentation of all calls on which Ambulance Service is dispatched within the geographical limits of the Municipality to the extent which Ambulance Service is lawfully able under federal and state privacy rules, regulations and laws. Such documentation shall be provided from 911 or Ambulance Service, and shall include, but not necessarily be limited to, the following:

- (1) Time the call was received;
- (2) Time the responding unit is en route to the scene;
- (3) Time the unit arrives at the scene;
- (4) Time the unit departs the scene for the medical facility;
- (5) Time the unit arrives at the medical facility;
- (6) Time the unit is back in service.

7. Unavailability of Ambulance Service. The Ambulance Service's primary ambulances will be maintained within the service area as described in Section 5(b) for the exclusive purpose of responding to dispatched emergency calls within the Municipality. Municipality expressly understands and acknowledges that Ambulance Service may be unavailable at times due to high demand, emergencies or other unforeseen circumstances within or outside of Municipality. Municipality understands that, when residents of Municipality call 9-1-1, Ambulance Service will be the primary ambulance service dispatched, but, that due to high demand, emergencies, or other unforeseen circumstances, Ambulance Service may be unavailable. In that case, a secondary ambulance provider for the Municipality will be dispatched by 911 for mutual aid. Ambulance Service may enter into mutual aid agreements with other area ambulance services to cover this contingency, and copies of such agreements shall be provided to Municipality.

8. Contract With Third Parties. Municipality agrees that all or part of the Ambulance Service's obligation to provide emergency ambulance transportation services hereunder may be subject of a contract between Ambulance Services and a third party. In the event of any such contract, Ambulance Service shall notify the Municipality, giving the identity of the third party and essential terms of the contract with the third party. Upon receiving such notification, Municipality agrees to ensure that the third party is receiving the proper cooperation from officials for the Municipality, and to provide the third party with the same rights as provided to the Ambulance Service.

9. Billing for Services. The billing and collection of fees for Services provided hereunder shall be done by the Ambulance Service or any third party with which it enters into an agreement. The Ambulance Service shall determine its own fee schedule and retain all fees collected.

10. Controlling Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that the Common Pleas Court of York County, Pennsylvania shall have exclusive and original jurisdiction and venue to adjudicate any dispute arising out of the Agreement.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and no modification or amendment hereto shall be valid unless in writing and signed by representatives of both parties. In the event any provision, term or condition of this Agreement is rendered unenforceable by a court of law or statute, it shall not affect the enforceability of any other provision, term or condition.

12. Termination of Agreement. This Agreement may be terminated in the following manner:

- (a) 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 ten (10) 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.
- (b) According to the provisions set forth in Paragraphs 2 and 3 of this Agreement.

13. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party

- (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid;
- (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or
- (iii) upon receipt (if sent by hand delivery or courier service).

Ambulance Service: White Rose Ambulance
 Attn: James B. Arvin, II
 54 North Harrison Street
 York, PA 17403-1224

Municipality: City of York
 Attn: Business Administrator
 101 South George Street
 York, PA 17401

14. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides another party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

15. Amendments. No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties. 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.

16. Assignment. This Agreement may be assigned upon the express written consent of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or merges or consolidates with another entity, or in the event of a change of ownership or formation of a new subsidiary or related entity of either party, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

17. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individuals executing this Agreement on behalf of each party respectfully has full power and authority to do so.

18. Insurance. The Ambulance Service shall provide and maintain the following types and limits of insurance coverage during the term of this Agreement:

- a. Commercial General Liability, Including Professional Health Care Liability, in an amount not less than \$1,000,000 Each Occurrence and \$3,000,000 General Aggregate
- b. Commercial Automobile Liability in an amount not less than \$1,000,000 Combined Single Limit
- c. Commercial Umbrella Liability in an amount not less than \$2,000,000 Each Occurrence over underlying Commercial General Liability, Professional Health Care Liability and Commercial Automobile Liability coverages
- d. Workers' Compensation to meet Pennsylvania Statutory Requirements
- e. Municipality shall be included as Additional Insured on Commercial General Liability and Professional Health Care Liability policy. Commercial Umbrella Liability shall be "following-form" coverage.
- f. A 30-day Notice of Cancellation to Municipality under Commercial General Liability and Professional Health Care Liability shall be included

The Ambulance Service shall furnish certificates of insurance to Municipality before the effective date of this Agreement and a certificate of insurance annually thereafter.

19. Mutual Hold Harmless and Indemnification. Ambulance Service and Municipality each shall hold harmless, indemnify and defend the other party and the other party's shareholders, elected officials, directors, officers, agents, and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, to the extent caused by any act or omission on the part of the indemnifying party or the indemnifying party's agents, contractors or employees and arising out of or due to the performance, failure to perform or breach of this Agreement. This provision shall include all costs and disbursements, including, without limitation, court costs and reasonable attorneys' fees.

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

21. Ambulance Memberships. Ambulance Service may operate its own membership/subscription program within the Municipality, as provided for by law. The terms and conditions of the ambulance memberships/subscriptions shall be at the sole discretion of the Ambulance Service, and Ambulance Service shall be entitled to 100% of the fees collected from such membership/subscription program.

22. Other Services. Nothing in this Agreement shall prevent the Ambulance Service 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 will not cause Ambulance Service to violate the terms and conditions of this Agreement.

23. Other Agreements. The Ambulance Service 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 Ambulance Service and said other party, providing such agreements do not alter the responsibilities of the Ambulance Service as stated herein.

24. Other Provisions. Nothing in this Agreement shall prohibit the Municipality's Fire Rescue, the Police Department, or any other agency of the Municipality from actively engaging in the delivery of non-transport emergency medical services to persons within the Municipality.

25. Ambulance Service Assurances. The Ambulance Service 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.

26. 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.

WHEREFORE, intending to be legally bound hereby, the parties have executed this Agreement the date written above.

ARMAR, Inc. d/b/a White Rose Ambulance

ATTEST:

Secretary

President/CEO

City of York Pennsylvania

ATTEST:

Dianna L. Thompson-Mitchell
City Clerk

Michael R. Helfrich, Mayor

AliceAnne D. Frost, Controller