

RECORD OF RESOLUTIONS

Dynex Legal Blank, Inc. Form No. 30045

Resolution No. _____

Passed _____

20____

CITY OF BELPRE
RESOLUTION NO. 24 (2016-17)

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE
DIRECTOR TO EXECUTE AN AGREEMENT WITH
PICKAWAY PLAINS AMBULANCE SERVICE, INC., DBA
PROCARE MEDICAL TRANSPORTATION SERVICE FOR
EMERGENCY MEDICAL SERVICE

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

The Safety-Service Director of the City of Belpre, Ohio, is hereby authorized to execute an Agreement with the Pickaway Plains Ambulance Service, Inc., dba Procure Medical Transportation Service, for emergency medical service, a copy of which Agreement is hereto attached as Exhibit A.

SECTION II

This Resolution is hereby declared to be an emergency measure deemed necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that immediate approval of this Agreement is necessary to provide emergency medical services to City residents. Wherefore, this Resolution shall take effect and be in full force from and immediately after its passage by Council and signing by the Mayor.

PASSED: March 27, 2017


PRESIDENT OF COUNCIL

ATTEST: 

PRESENTED TO MAYOR: 3/27/17


MAYOR

APPROVED BY MAYOR: 3/27/17

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____

Passed _____

20____

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on March 28, 2017, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

March 28, 2017

Date



CLERK

**AGREEMENT
FOR
EMERGENCY MEDICAL SERVICES**



CITY OF BELPRE, OHIO

April 1, 2017

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT, made this 20th day of April, 2017, by and between The City of Belpre, Ohio, (hereinafter referred to as "City"), and Pickaway Plains Ambulance Service, Inc, d/b/a ProCare Medical Transportation Service, an Ohio Licensed ambulance service, (hereinafter referred to as "Ambulance Service").

RECITALS

WHEREAS, City is responsible to provide emergency medical services ("EMS") to the residents and visitors of their municipality; and

WHEREAS, Ambulance Service provides EMS and is properly licensed by the Ohio Medical Transportation Board to provide same; and

WHEREAS, City desires to utilize Ambulance Service as the Primary Provider of EMS for its residents and visitors, in accordance with the terms and conditions herein stated; and

WHEREAS, Ambulance Service desires to provide EMS for the residents and visitors of City; now

THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties, intending to be legally bound hereby, agree as follows:

1. **Incorporation of Background.** The recitals set forth above, including but not limited to any defined terms therein, are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety in this Section.

2. **Appointment as Primary EMS Provider.**

a. City hereby appoints Ambulance Service and Ambulance Service accepts such appointment as an independent contractor to:

(1) Act as the Primary Provider of EMS for the City's residents and visitors requiring such services, for a minimum of 12 hours-per-day, 7 days-per-week.

(2) Provide for City, it's residents and visitors all services hereunder in accordance with applicable laws, regulations and standards of care, and on all ambulances providing services hereunder to maintain, staff and equip said ambulances in accordance with applicable laws and regulations.

(3) As used in this Agreement, the term "Primary Provider" shall mean that, unless prohibited by law, Ambulance Service shall be the first ALS-paramedic EMS provider contacted by City for all EMS for City's residents and visitors who require such services, as provided for in this Agreement. The term "Primary Provider" shall also mean Ambulance service is granted the exclusive right to transport residents and visitors who require such transportation, unless Ambulance Service is unable to provide such transportation services under the terms and conditions contained in this Agreement.

(4) City expressly understands and acknowledges that Ambulance Service may be unavailable at times due to high demand, emergencies or other unforeseen circumstances. City understands that it is responsible to designate another suitable EMS provider, in the event ambulance service is unable to respond to an emergency in an appropriate amount of time. City understands that in those instances where Ambulance Service is unavailable hereunder that Ambulance Service has no responsibility to pay the charges of a substitute ambulance provider or to pay City the difference, if any, between Ambulance Service's charges and the charges of any such substitute ambulance provider.

(5) City is responsible to notify the City and county 911 dispatch centers of the Primary Provider status of Ambulance Service, and direct the same to refer all requests to the 911 centers for EMS within the City to Ambulance Service.

3. Services.

a. Ambulance Service shall provide to City one (1) advanced life support equipped and staffed ambulance.

b. Ambulance Service shall provide primary EMS to City from the hours of 6:00 am to 6:00 pm seven days per week, 365 days per year, under the terms and conditions contained in this Agreement.

c. Ambulance Service reserves the right to utilize the above referenced resources, to conduct other business in addition to EMS provider to City during the term of this Agreement, provided Ambulance Service continues to meet the requirements of paragraph 4(b) of this Agreement

d. During the term of this Agreement, Ambulance Service shall provide City a monthly reporting package detailing number of calls, type and response times for calls originating through City's 911 dispatch center.

e. Ambulance Service shall make monthly billing and dispatch records available for inspection or audit by City.

f. Ambulance Service shall not subcontract any services provided under this Agreement without the prior written approval of City.

g. The "Proposal for EMS Coverage for the City of Belpre" submitted by Ambulance Service shall be attached hereto and incorporated herein by reference, as part of this Agreement.

4. **Qualifications.**

a. Ambulance Service agrees that it will at all times remain licensed, certified or enrolled in good standing with the State of Ohio and with all state and federal health care programs, and staff its vehicles with the appropriately trained and certified personnel as required by applicable state and federal laws and regulations, as specified in this Agreement

b. Ambulance Service shall respond to requests for emergency ambulance service within sixty (60) seconds of time of dispatch from City and shall arrive on the scene within ten (10) minutes of initiation of response. Ambulance Service shall meet this standard on a minimum of 80% of emergency responses..

c. Ambulance Service will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Service, to ensure that it does not employ individuals who have been excluded from participation in federal health care programs.

5. **Professional Judgment.** City represents that it will exercise its professional judgment and responsibility over the decision to utilize Ambulance Service.

6. **Billing and Compensation.**

a. City shall pay Ambulance service a cash subsidy of sixty-five thousand dollars and no cents (\$65,000.00) annually. Subsidy shall be paid in eleven (11) equal installments of \$5,416.67, and a final payment of \$5, 416.63. Cash subsidy is payable in advance and due by the 10th day of each month.

b. As additional subsidy City shall negotiate and enter into a lease agreement with Ambulance Service to lease certain City owned real estate, or portions thereof, to be determined and named later, to serve as Ambulance Service's base of operations. The basic terms of this lease shall be a lease of the real property for the sum of one dollar (\$1.00) per year; the term of this lease shall be for the same time period as the term of this Agreement. City shall be responsible for all utilities, repairs and maintenance. Should this Agreement be extended or renewed pursuant to paragraph 7 of this Agreement, the lease shall be extended for the period of such extension or renewal. The lease agreement shall be attached hereto and incorporated herein by reference.

c. Where permitted by law, Ambulance Service will bill the patient, the patient's financially responsible party, or any available insurance or third party reimbursement for services provided under this Agreement. City shall not be responsible for any charges arising under the performance of this Agreement, except as provided for in paragraphs 6(a) and 6(b)

Ambulance Service charges shall not be regulated by this Agreement, however charges shall not substantially exceed industry standard charges in the state of Ohio for such services

d. For payments subject to Paragraph 6(a), City agrees to remit payment in advance to Ambulance Service on or before the 10th day of the month for which payment is due. City agrees to pay a late fee of 10% of the payment due, for payments received after the 20th day of the month in which payment is due.

7. **Term.** This Agreement shall be for an initial term of one (1) year, commencing on _____, 2017 at 06:01 am and ending _____, 2018 at 5:59 pm. This Agreement shall have the option of four (4) additional terms of one (1) year each. The parties may agree in writing to extend this Agreement for an additional term or terms at any time during the term of this Agreement. In the event either party chooses not to renew for an additional term(s), the other party shall be provided with a 90-day written notice indicating intent of non-renewal.

8. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the parties at the following addresses via certified U.S. mail, return receipt requested.

City:

City of Belpre
715 Park Drive
Belpre, Ohio 45714

Ambulance Service:

Pickaway Plains Ambulance Service
1950 Stoneridge Drive
Circleville, Ohio 43113

9. **Insurance and Indemnification.**

a. Each party shall maintain in full force and effect the following insurance policies written on an incurred loss basis, with limits as required by law. Ambulance Service shall provide City with proof of coverages as provided in this section. In the event there are no applicable limits required by law, the given amounts shall constitute the minimum required limits:

(1) Comprehensive general liability insurance for property and bodily injury with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

(2) Workers' Compensation insurance, with statutory liability limits.

(3) Professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

b. Ambulance Service shall also maintain commercial vehicle liability insurance on all vehicles utilized for the provision of services under this Agreement, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

c. Each party shall upon request of the other party require all insurance companies issuing policies hereunder to certify to the other party that such policies have been issued and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days prior written notice to the other party.

10. **Entire Agreement.** This Agreement, including any schedules or exhibits hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

11. **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.

12. **Assignment.** This Agreement may be assigned upon the written approval of City, which approval shall not be unreasonably withheld. Written approval is not required in the event Ambulance Service is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to City within 30 days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

13. **Construction and Compliance.**

a. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

b. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, relating to performance of this Agreement, it shall promptly notify the other party.

14. **Complaints.** City agrees that all complaints or unusual incidents involving personnel, equipment or service of Ambulance Service will be promptly reported to management of Ambulance Service and will be described in an incident report detailing the circumstances surrounding the complaint or incident, including the persons or entities involved, date and time of events at issue, and description of events at issue.

15. **Force Majeure.** The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

16. **Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent, partner or fiduciary of the other, nor is authorized to take any action binding upon the other.

17. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Ohio without consideration of conflict of laws principles.

18. **Venue.** Parties agree in the event either party, in connection with this agreement initiates legal proceedings to enforce any provision herein, the venue will be the Court of Common Pleas of Washington County, Ohio, or the Municipal Court of Marietta, Ohio.

19. **Confidentiality.** Each party represents that it has received certain confidential and proprietary trade secrets and information in the negotiation and execution of this Agreement and agree not to disclose any information so designated by the other party to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.

20. **Access to Books and Records.** Ambulance Service shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.

21. **Waiver and Consent.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the

consent of either party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

22. **Regulatory Changes.** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

23. **Nondiscrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, sexual orientation, gender identity, age, religion, disability status, payor source or national origin of the individual(s) requiring such services. Ambulance Service agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

24. **HIPAA Compliance.** Each of the parties hereby represents and warrants and covenants that it is presently taking and will continue to take all actions necessary to assure that it shall, on or before each applicable compliance date and continuously thereafter, comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164), the HITECH Act (45 CFR part 164) and such other regulations that may, from time to time, be promulgated thereunder.

25. **Counterparts.** This agreement may be executed in any number of counterparts, which collectively, will constitute a single agreement.

26. **Incorporation of Recitals and Exhibits.** The aforesaid Recitals and Exhibits are hereby incorporated into this Agreement as if fully set forth herein.

27. **Authority.** Each party hereby represents and warrants that they are an authorized representative of their respective entity, and have the power and authority to legally bind their respective entity to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

City of Belpre, Ohio:

By:



Signature

Ronald D. Cross

Print Name

Safety Service Director

Title

Pickaway Plains Ambulance Service, Inc.:

By:



Signature

Jarrod Strouth

Print Name

CEO

Title

