

RESOLUTION NO. 1-2013

AUTHORIZING THE MAYOR TO EXECUTE A MEDICAL TRANSPORTATION SERVICE AGREEMENT WITH ST. JOSEPH REGIONAL HEALTH NETWORK d/b/a ST. JOSEPH MEDICAL CENTER.

THE COUNCIL OF THE CITY OF READING HEREBY RESOLVES AS FOLLOWS:

That the Mayor, Vaughn D. Spencer, be and is hereby authorized and directed to execute, under the seal of the City of Reading, attested to by the City Clerk, a Medical Transportation Service Agreement with St. Joseph Regional Health Network d/b/a St. Joseph Medical Center. Said Medical Transportation Service Agreement is attached to this Resolution and set forth as Exhibit "A".

Passed Council Jan 14, 2013



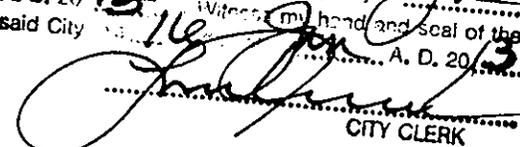
President of Council

Attest:



City Clerk

I, LUNDA A. KELLERER, City Clerk of the City of Reading, do hereby certify that the foregoing is a true and correct copy of the original Resolution passed by the Council of the City of Reading, on the 14 day of Jan, A. D. 2013. Witness my hand and seal of the said City 14 day of Jan, A. D. 2013.



CITY CLERK

ST. JOSEPH REGIONAL HEALTH NETWORK

D/B/A ST. JOSEPH MEDICAL CENTER

MEDICAL TRANSPORTATION SERVICE AGREEMENT

Agreement made this 1st day of January, 2013 by and between **St. Joseph Regional Health Network d/b/a St. Joseph Medical Center**, a non-profit Hospital incorporated in the State of Pennsylvania, hereinafter referred to as "Customer" and City of Reading Emergency Medical Services, hereinafter referred to as **Reading EMS**. Customer and **Reading EMS** shall be referred to collectively as "Parties".

WITNESSETH:

WHEREAS, **Reading EMS** is in the business of providing medical transportation services and has provided said services to Customer in the past; and

WHEREAS, Customer wishes to engage the services of **Reading EMS** on a primary basis;

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

I. RELATIONSHIP OF THE PARTIES

1.1 Independent Contractor: It is mutually understood and agreed that in the performance of the duties and obligations of this Agreement, the parties hereto are a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other party.

II. AGREEMENT OF THE PARTIES

2.1 Customer: Customer is hereby engaging the services of **Reading EMS** and shall recognize **Reading EMS** as its primary paratransit and wheelchair transportation Provider. As such, the Customer shall afford **Reading EMS** the first right to perform all paratransit and wheelchair transportation services for the Customer, except in circumstances where the patient (or the patient's insurer) specifically requests or designates the use of another medical transportation company. In referring calls, Customer shall assist **Reading EMS** with such information needed for billing and to establish the proper level of response. In circumstances, whether by law or by this Agreement, where the invoicing of services become the responsibility of Customer, Customer agrees to make payment to **Reading EMS** in the amounts and within the time period defined by this Agreement; **Reading EMS** agrees to accept this as payment in full. Furthermore, medical transportation services shall include management of customer owned non-ambulance paratransit vehicle. A complete description of services and contract responsibilities for such service is referenced and identified as Exhibit "A", Addendum for Non-ambulance Service.

- 2.2 **Reading EMS:** **Reading EMS**, in consideration of this Agreement, shall use all reasonable efforts to promptly meet all requests for medical transportation services from the Customer and will at all times perform and operate its services within the prescribed standards, as set forth herein.

III. SERVICE STANDARDS

- 3.1 **Availability:** **Reading EMS** will be obligated to fulfill all paratransit and wheelchair transportation requests and make its services available to the Customer Monday through Saturday 8:00am to 5:00pm, complying with all applicable laws, regulations and licensure standards governing medical transportation, care of patients and medical transportation reimbursement.
- 3.2 **Response:** In responding to all calls for service, **Reading EMS** shall use its best efforts to arrive within thirty (30) minutes of the mutually agreed upon arrival time.
- 3.3 **Licensure:** **Reading EMS** will be responsible to assure that all equipment and vehicles, with the exception of the Care Van, utilized herein, meet the requirements of all acceptable Federal, State and Local laws, regulations and licensure standards.
- 3.4 **Ambulance and Equipment:** **Reading EMS** will maintain a sufficient number of medical transportation units and will configure, equip and supply such vehicles to meet the needs of Customer. All medical transportation units and equipment will be maintained on a rigid preventative maintenance and quality assurance program and when in service shall be clean and in sound condition.
- 3.5 **Staff and Personnel:** All **Reading EMS** personnel will be certified to the level of Emergency Medical Technician (EMT) and/or Emergency Medical Technician-Paramedic (EMT-P), with the exception noted in Exhibit "A" (Care Van driver will be oriented to and familiar with the operation of all equipment and be currently qualified in First Aid and CPR.) All vehicle operators will possess a valid driver's license and will have successfully completed either a defensive driving program or an emergency vehicle operator's course. Furthermore, all personnel will be groomed and neatly dressed in a recognizable uniform and will perform their duties in a professional, cooperative, courteous and caring manner.
- 3.6 **Service Problems:** **Reading EMS** will respond to any service problems in a manner which is acceptable to the Customer. In responding to complaints, **Reading EMS** will provide to the Customer a report identifying its investigative findings and, when necessary, a plan of corrective action. Failure of **Reading EMS** to resolve any legitimate complaints, to the satisfaction of Customer, will constitute default and can result in immediate termination of this Agreement, conditioned upon the provision for termination as contained herein.
- 3.7 **Insurance:** **Reading EMS** shall, through the course of this Agreement, maintain insurance coverage for Worker's compensation, Automobile, General and Professional Liability coverage. Moreover, **Reading EMS** shall, at the request of Customer, have the Customer as an additional named insured and shall file with Customer, on an annual basis, a Certificate of Insurance, herein identified as Exhibit "C". If, in the event **Reading EMS** reduces or eliminates any of the above

referenced insurance coverage, **Reading EMS** will be obligated to immediately notify Customer and Customer upon such notification can, at its option, elect to terminate this Agreement.

- 3.8 **Compensation:** **Reading EMS** will render paratransit and wheelchair transportation services within the financial parameters as identified in Exhibit "B", attached hereto and incorporated herein.

IV. TERM AND TERMINATION

- 4.1 **Term and Renewal:** This Agreement shall remain in full force and effect and shall terminate three (3) years from the effective date, herein above written. This Agreement will automatically renew for periods of one (1) year thereafter, unless either party gives thirty (30) days written notice prior to the then existing term of its intent not to renew. Any renewal of this Agreement will be extended upon the same terms and conditions as set forth, with the exception that **Reading EMS** may be entitled to adjustments in fees, subject to negotiations and approval of the Customer.
- 4.2 **Termination:** This Agreement may be terminated without cause by either party, giving the other Party ninety (90) days written notice of their intention to terminate.
- 4.3 **Mutual Termination:** Notwithstanding anything to the contrary, the Parties, by mutual agreement may terminate this Agreement at any time.
- 4.4 **Termination for Cause/Reading EMS:** **Reading EMS** may terminate this Agreement in the event of any of the following:
- 4.4.1 **Non-Payment:** Non-payment of fees due from Customer, provided said non-payment continues to exist after receipt of sixty (60) days written notice of said delinquency from **Reading EMS** to Customer.
- 4.5 **Termination for Cause/Customer:** Customer may terminate this Agreement in the event of any of the following:
- 4.51 **Failure to Perform:** The failure of **Reading EMS** to perform their duties as set forth in this Agreement. In the event that Customer has any legitimate complaints as to the manner in which **Reading EMS** is performing, Customer shall give written notice setting forth the nature of their complaint. **Reading EMS** shall have thirty (30) days in which to correct this complaint to the satisfaction of Customer. If said situation is corrected, it shall no longer constitute an element of default. If, however, **Reading EMS** is unable or unwilling to correct this deficiency within said thirty (30) day period, then Customer, at its option, may terminate this Agreement by giving thirty (30) days written notice of its intention to terminate.
- 4.52 **Insolvency:** The insolvency of **Reading EMS**.

V. GENERAL PROVISIONS

- 5.1 **Infectious Control Management:** The Parties with respect to their employees or agents shall be responsible to comply with all standards, practices and regulations governing the management,

treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease. Furthermore, each party will cooperate with the other in providing information about any known patient transport that requires extended procedures beyond the normal universal precautions.

- 5.2 Non-Discrimination:** The Parties agree not to differentiate or discriminate in the delivery of services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability, or medical condition, and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.
- 5.3 Access to Records:** The Parties hereto understand that this Agreement may be subject to, and if applicable all parties will abide by the provision of Section 952 of the Omnibus Reconciliation Act of 1980, and any amendments thereto, which pertain to the disclosure of records, books and documents relative to the cost of and charges for services furnished by **Reading EMS**.
- 5.4 Headings:** The headings used to identify a paragraph have been included only for the convenience of the Parties and are not intended to constrain or completely identify the contents of said paragraph.
- 5.5 Governing Law:** The laws of the Commonwealth of Pennsylvania shall govern the validity, enforceability and interpretation of any of the clauses of this Agreement.
- 5.6 Entire Agreement:** This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
- 5.7 Modification or Waiver:** A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
- 5.8 Severability:** If any term, condition, clause or provision of this Agreement shall be determined to be void in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in full force, effect and operation.
- 5.9 Assignability:** This Agreement may not be transferred, assigned or sub-contracted in part or in whole, without the party intending to do so, first providing written notice of such intent to the other Party and secondarily, without receiving acknowledgement by way of written consent from the other Party.

VI. NOTICE

- 6.1** Any notice required to be given pursuant to the terms and conditions hereof, shall be in writing and shall be sent by Certified or Registered Mail, addressed as follows:

City of Reading
Department of Fire and Rescue Services
Emergency Medical Services
815 Washington Street
Reading, PA 19601-3690
Attn: Fire Chief David Hollinger

With copy to:

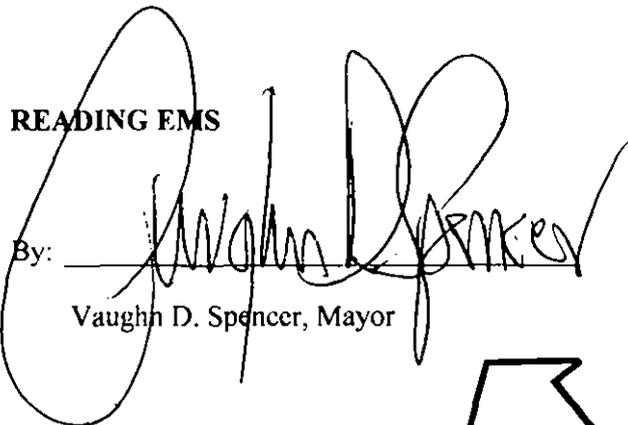
St. Joseph Medical Center
2500 Bernville Road
P.O. Box 316
Reading, PA 19603
Attn: David Lim, VP Finance & CFO

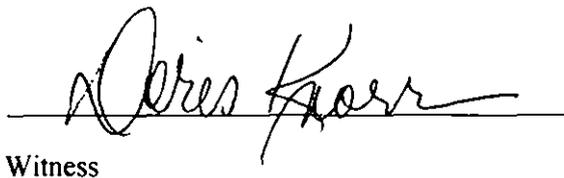
VII. ATTACHMENTS

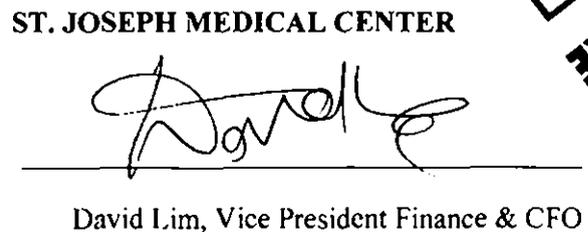
7.1 All exhibits hereto, namely Exhibit "A", "B" and "C", are incorporated by reference herein and shall be considered integral parts of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.


Witness

READING EMS
By: 
Vaughn D. Spencer, Mayor


Witness

ST. JOSEPH MEDICAL CENTER

David Lim, Vice President Finance & CFO

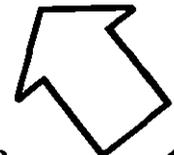

**SIGN
HERE**

EXHIBIT "A"

ADDENDUM FOR NON-AMBULANCE SERVICES

EXHIBIT "A":

CARE VAN OPERATIONAL PLAN

The operational plan for St. Joseph Medical Center Care Van.

- A. **Service Name:** The service shall be operated and identified as Care Van.
- B. **Overview:** St. Joseph Medical Center, by way of this Agreement, is contracting with **Reading EMS** to operate, on behalf of St. Joseph Medical Center, a dedicated transportation service, as further defined in this Agreement. The mission of service will be to provide area residents with transportation assistance to the services offered by St. Joseph Medical Center and its affiliates. Under this contractual relationship, **Reading EMS** shall be paid seventy-two thousand dollars (\$72,000) per year of operation; six thousand (\$6,000) monthly. **Reading EMS** shall operate transport services Monday through Saturday on a nine (9) hour per day basis, during daylight hours. **Reading EMS** will operate the vehicle, which is further described in Exhibit "A" of this Agreement. Said vehicle shall be capable of transporting up to three (3) passengers or one (1) wheelchair patient.
- C. **Service Scheduling:** Reservations for accessing the transportation service shall be received at least twenty-four (24) hours in advance, during normal business hours. Initially, authorized personnel will only accept reservations. Reservations for any given time will be cut-off when eighty (80) percent of vehicle capacity is reached. **Reading EMS** may choose to limit or cancel service when the ability to operate the Care Van safely is inhibited by severe weather.
- D. **Operational Conditions:** **Reading EMS** shall operate said services throughout the extended areas surrounding St. Joseph Medical Center and any outpatient centers or affiliated physician offices operated by St. Joseph Medical Center. The operation of the system shall be established in harmony with the needs of the Hospital. The Hospital may charge users of the service four dollars (\$4.00) per one way or round trip to be collected at the time of service. Fees collected by **Reading EMS** from the operation of the Care Van will be returned to the Hospital.

EXHIBIT "B"
CHARGES AND COMPENSATION

EXHIBIT "B"

CHARGES AND COMPENSATION

The following Exhibit is provided in order to indicate the circumstances when charges for services will be applied, the areas of responsibility for payment and the specific rates for services rendered.

A. PAYMENT RESPONSIBILITY

With the exception of those circumstances specified in "A" and "B" below, the Customer shall not be held responsible for the payment of any medical transportation costs associated with the provisions of this Agreement. **Reading EMS** will assume the sole responsibility to invoice and pursue payment from Medicare, Medical Assistance, third party insurance carriers and/or patients for all medical transportation services it provides. Moreover, **Reading EMS** shall not hold Customer responsible for reimbursement or support of any bad debt which is incurred while providing such services or contractual allowances.

Customer shall be directly responsible for the payment of those services rendered in the following circumstances, at the rates identified in Section II herein.

- In-Patients:** Medical transportation services provided to all Medicare, Medicaid in-patients or in-patients where Customer has contractual obligations with a third party carrier to assume all related cost for care on a per diem basis. In-patients are described as patients who are transported from Customer's facility for either testing, evaluation or alternate medical care and returned back to the Customer's facility within a twenty-four (24) hour period.

B. RATES

The following rates will apply in all circumstances where the Customer becomes the responsible Party for the payment of **Reading EMS** services.

- BLS Medical Transportation Transports:** The all-inclusive fixed rates, specified below, include the base fee, mileage, equipment, supplies and any extended service time charges provided for those BLS medical transportation transports, with destination points within a fifteen (15) mile radius of the Customer's facility.

One-Way: O.I.G. Prevailing Rate
All-inclusive fixed rate
(within fifteen [15] mile radius)

Round Trip: O.I.G. Prevailing Rate
All-inclusive fixed rate
(within fifteen [15] mile radius)

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| Mileage: | O.I.G. Prevailing Rate
Per mile (when applicable outside
fifteen [15] mile radius) |
| Transfer: | O.I.G. Prevailing Rate
All-inclusive one-way price
Between the Community and St. Joseph
Campus |
| 2. Paratransit/Wheelchair
Medical Transport | \$45.00 (one-way); \$60.00 (round trip within
ten [10] miles; \$2.00/mile thereafter) |
| 3. ALS Medical Transportation Transports: | The all-inclusive fixed rates, specified below,
include base fee, mileage, equipment and supplies provided for those ALS medical transportation
transports, with destination points within a fifteen (15) mile radius of the Customer. |
| | O.I.G. Prevailing Rate
All-inclusive fixed rate |

C. RATE ESCALATION

The rates referenced herein and attached hereto will be subject to adjustment on an annual basis on the anniversary date of the Agreement. The adjustment to the rates will be based upon the Customer Price Index (CPI) most applicable to the Berks County Region.

D. METHOD OF INVOICING

Reading EMS will issue invoices in accordance with the Customer's policies for all medical transportation services, which becomes the responsibility of the Customer. On a monthly basis, a summary sheet will be issued to the Customer, which will list the date of transport, patient name, type and destination of transport and charges for each service previously invoiced.

Invoices will be sent to:	St. Joseph Medical Center 2500 Bernville Road P.O. Box 316 Reading, PA 19603 Attention: Christopher Chamberlain, EMS Liaison
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E. METHOD OF PAYMENT

Customer agrees to render payment of **Reading EMS** within forty-five (45) days, following the date the Customer receives the monthly summary report.

**CITY OF READING EMERGENCY MEDICAL SERVICES
AMBULANCE RATE SCHEDULE**

Advanced Life Support

Advanced Life Support Base Rate (non contracted)	\$ 475.00
Advanced Life Support Base Rate (contracted)	\$ 350.00
Advanced Life Support Mileage Rate (non contracted)	\$ 6.50
Advanced Life Support Mileage Rate (contracted)	\$ 3.50
Advanced Life Support Oxygen Rate	\$ 60.00
Advanced Life Support Monitoring Rate	\$ 95.00
Advanced Life Support Treat and Release Rate	\$ 250.00
Advanced Life Support Standby Rate (per hour)	\$ 90.00

Basic Life Support

Basic Life Support Base Rate (non contracted)	\$ 375.00
Basic Life Support Base Rate (contracted)	\$ 195.00
Basic Life Support Mileage Rate (non contracted)	\$ 6.50
Basic Life Support Mileage Rate (contracted)	\$ 3.50
Basic Life Support Oxygen Rate	\$ 60.00

Paratransit Service

Basic Fee (1 way) (non contracted)	\$ 35.00
Basic Fee (1 way) (contracted)	\$ 25.00
Basic Fee (round trip) (non-contracted)	\$ 50.00
Basic Fee (round trip) (contracted)	\$ 35.00
Basic Mileage Rate (loaded)	\$ 1.00 per mile after 10 miles
Oxygen Rate	\$ 25.00

Membership Plan

Personal Membership – \$35.00
Family Membership – \$50.00

