

**POCONO TOWNSHIP BOARD OF COMMISSIONERS**  
**MEETING AGENDA**  
**December 31, 2015**  
**8:00 A.M.**

- 1) Pledge of Allegiance
- 2) Roll Call
- 3) Announcements
- 4) Public Comment

Comments are for any item NOT on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President)

- 5) A resolution approving an agreement for emergency medical services
- 6) Public Comment

Comments are for any item NOT on the agenda. Comments on agenda items will be taken after each item is discussed by the Board of Commissioners, but before formal action is taken. (Please limit individual comments to 3 minutes to allow time for others wishing to speak and direct all questions and comments to the President)

- 7) Adjournment

Reorganization meeting – January 4, 2015 (7:00 p.m.)

Next Resolution Number: 2015-97

**TOWNSHIP OF POCONO, MONROE COUNTY,  
PENNSYLVANIA**

**RESOLUTION NO. 2015-97**

**A RESOLUTION APPROVING AN AGREEMENT FOR EMERGENCY  
MEDICAL SERVICES**

**WHEREAS**, Suburban Emergency Medical Services has partnered with Monroe County Regional Emergency Services, LLC ; and

**WHEREAS**, Pocono Township has designated Suburban Emergency Medical Services / Monroe County Regional Emergency Services, LLC as the primary ambulance responder for Pocono Township effective January 1, 2016; and

**WHEREAS**, Pocono Township desires to enter into an agreement with Suburban Emergency Medical Services / Monroe County Regional Emergency Services, LLC ; and

NOW, THEREFORE, BE IT ADOPTED AND RESOLVED that the Township approves the agreement with Suburban Emergency Medical Services / Monroe County Regional Emergency Services, LLC.

**RESOLVED** at a duly constituted meeting of the Board of Commissioners of the Township of Pocono the 31<sup>st</sup> day of December, 2015.

ATTEST:

Township of Pocono  
Board of Commissioners

By: \_\_\_\_\_  
Print Name: Pamela Finkbeiner  
Title: Secretary

By: \_\_\_\_\_  
Print Name: Richard Wielebinski  
Title: President

**AGREEMENT FOR PROVISION OF EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT FOR PROVISION OF EMERGENCY MEDICAL SERVICES (the "Agreement") is made as of the 31st day of December, 2015 but shall be effective as of the 1<sup>st</sup> day of January, 2016, by and among **SUBURBAN EMERGENCY MEDICAL SERVICES, INC., a Pennsylvania not-for-profit corporation** ("Suburban EMS") and **MONROE COUNTY REGIONAL EMERGENCY MEDICAL SERVICES LLC a Pennsylvania limited liability company** ("Regional EMS")(Suburban EMS and Regional EMS are hereinafter collectively referred to as the "Provider") and the **TOWNSHIP OF POCONO, a First Class Township and political subdivision of the Commonwealth of Pennsylvania** (the "Municipality").

WITNESSETH THAT:

WHEREAS, Provider is licensed to provide emergency and non-emergency ambulance services by the Department of Health of the Commonwealth of Pennsylvania; and

WHEREAS, the sole members of Regional EMS are Suburban EMS and Pocono Healthcare Partners, a Pennsylvania not-for-profit corporation ("PHP"); and

WHEREAS, Suburban EMS owns a 51% membership interest in Regional EMS and PHP owns a 49% membership interest in Regional; and

WHEREAS, PHP is an entity wholly owned or controlled by Pocono Health System, a Pennsylvania nonprofit corporation.

Pocono Health System is the sole member of Pocono Medical Center and other affiliated entities; and

WHEREAS, The Municipality has materially relied upon the representations and statements contained in the Provider's response, dated August 27, 2015 to the Municipality's request for proposals, in making its designation of Provider as its primary responder and incorporates those representations and statement herein; and

WHEREAS, Provider has agreed to provide the services specified in this Agreement and has agreed not to request any form of funding from the Municipality with respect to such services;

WHEREAS, the Municipality desires to designate Provider as the primary provider of emergency medical services within the Municipality, and Provider desires to provide such services subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties hereto desire to commemorate their understanding and agreement by means of this instrument.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. All "WHEREAS" clauses are incorporated by reference herein as if fully set forth at length and are made a part of this Agreement.

2. This Agreement shall be effective as of the date

first written above and shall continue in effect until December 31, 2016, unless terminated pursuant to the provisions hereof.

3. This Agreement may be renewed by the Municipality for a succeeding period of three (3) years. The parties hereto may engage in negotiations for a future agreement.

4. For the term of this Agreement and any renewal hereof, the Municipality hereby designates Provider as the primary provider of emergency medical services and 911 response to residents of, and visitors to, the Municipality on a twenty-four hour per day, seven-day per week basis. The primary dispatch and response area shall generally include the geographical area encompassed by the Municipality.

5. Provider shall provide Advanced Life Support and Basic Life Support services utilizing properly equipped and staffed ambulances licensed by the Pennsylvania Department of Health or any successor licensing agency. All personnel staffing the emergency ambulances shall be properly certified by the Pennsylvania Department of Health or any successor certifying agency.

6. Provider shall, at a minimum, station two ambulances and maintain at least two Advanced Life Support ambulance crews on duty in the Municipality at all times, and such crews shall not be made unavailable for emergency calls due to those crews taking a prescheduled non-emergency transport unless another Advanced Life Support ambulance crew is available

to provide emergency response. When dispatched to an emergency by the communications center, if an ambulance is available, it shall be enroute to the scene of the emergency within two minutes from the time of dispatch.

7. Provider shall adhere to all Eastern Pennsylvania EMS Council regional treatment protocols including medical command communications, and shall adhere to all communication guidelines established by the Monroe County Control Center.

8. In the event additional emergency medical resources are required to provide mutual aid coverage for any emergency situation, Provider shall have the authority to request such mutual aid coverage in accordance with the current radio operating guidelines set forth by the Monroe County Control Center at the time the resources are required.

9. Provider shall offer a subscription program to the residents of the Municipality in accordance with its ordinary practices. All fees charged to patients shall be in accordance with applicable laws and regulations, specifically including those laws and regulations relating to the Medicare and Medical Assistance programs. Provider shall honor Central Pocono's subscription program until it's expiration date. Provider shall maintain the current subscription rates currently offered by Central Pocono Ambulance Corps, unless a request is made to the Municipality's' Board of Commissioners to change the subscription rates and said change to the subscription rate is

approved by the Municipality's Board of Commissioners which approval shall not be unreasonably withheld, conditioned, or delayed. Provider will adhere to all applicable billing and privacy regulations applicable to it, specifically including Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F - Administrative Simplification, Sections 261, et seq., as amended (HIPAA).

10. Provider shall provide a monthly report to the Municipality that shall include, at a minimum, the number of emergency calls dispatched and to which it responded within the Municipality during the prior month, as well as those calls for assistance from neighboring communities, average response time, average on-route time and monthly EMS system report detailing customer satisfaction. Suburban EMS/Monroe County Regional Emergency Medical services will provide education to the police department, fire department, township employees and the community at large. This includes but is not limited to CPR, First Aid, AED; Narcan/Naloxone and any other educational opportunities that our instructors are authorized to teach. Further, Provider shall make provisions for (i) the disposal of found, confiscated and turned in biohazards such as pills and needles and (ii) decontamination stations for personnel at hazardous response scenes as well as protective clothing. Provider shall inspect and restock first aid kits at municipal

buildings as required and attend the Municipality's Board of commissioners meetings when requested. Provider shall participate in the Municipality's community events.

11. Provider agrees to defend, indemnify, and hold the Municipality harmless from and against all claims, liabilities, damages and costs arising from (i) Provider' breach of this Agreement, (ii) Provider's failure to comply with any law, regulation or order applicable to its performance under this Agreement and/or (iii) any claim of negligence made by any third party against Provider.

12. Provider shall maintain appropriate automotive, property, liability and workers compensation insurance coverage as is necessary to operate its business. At a minimum, Provider shall maintain minimum insurance coverages as follows:

Workers Compensation	As required by statute
Vehicle Liability	\$1,000,000.00
Professional Malpractice	\$1,000,000.00
Errors and Omissions	\$1,000,000.00
Directors and Officers	\$ 500,000.00
General Liability	\$1,000,000.00

Upon request Provider shall provide evidence of such insurances to the Municipality. Provider currently has in force and in effect the insurance coverage delineated on the Certificate of Insurance attached hereto and made part hereof by this reference and marked Exhibit "A".

13. The Municipality shall receive from Suburban EMS and Monroe County Regional Emergency Services its yearly financial review and, at the request of the Municipality, Suburban EMS' internal financials.

14. In the event the Municipality believes that Provider has materially breached any provision of this Agreement, the Municipality shall provide written notice to Provider, which notice shall specify the exact nature of the alleged breach. Provider shall then have ten (10) days to respond to the alleged breach and/or to cure the breach, if one exists. If a material breach does exist which cannot be fully cured within the ten (10) day period but Provider has begun a course of performance which, when completed, will then cure the breach, this Agreement will continue in full force and effect unless such cure is not effected in a reasonable period of time. Nothing in this Paragraph shall prevent the Municipality's Township Manager or the Municipality's designee from taking immediate action to designate a temporary primary responder in the event that the Township Manager or the Municipality's designee reasonably determines in their reasonable discretion that circumstances involving Provider render Provider unable to perform its obligations under the terms of this Agreement.

15. Notwithstanding any other provision in this Agreement, in the event (i) either party reasonably determines that any federal or state law or regulation makes it unlawful for such party to be bound by the terms of this Agreement; (ii) either party has materially misrepresented any fact on which the other party has relied in entering into this Agreement; (iii) Provider determines that one or more of the provisions of this Agreement may jeopardize its participation in, or payments under, Medicare, Medical Assistance, any successors to these programs, or any other material payer arrangement; (iv) there is a change in any federal, state or local law regulation, rule or policy which adversely affects Provider with regard to the services provided under this Agreement, (v) there is any change in dispatch protocols which effectively limits the primary dispatch area or reduces the number of calls to which Provider is dispatched, or (vi) financial hardship occurs beyond the control of Provider, the affected party may give the other notice of intent to immediately enter into bona fide negotiations in good faith to adjust or amend this Agreement accordingly. If, after thirty (30) days of such negotiations, the parties cannot reach agreement, either party may terminate this agreement upon ninety (90) days written notice to the other party. In the event of such termination, the Municipality shall

not be entitled to make any claim under the performance bond or otherwise and, following the ninety (90) day notice period, Provider may discontinue service to the Municipality, and terminate the performance bond if still in place without liability or penalty of any nature.

16. Any notice or other communication to be provided from one party to another shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and mailed or delivered to the addresses listed on the last page of this Agreement. The Municipality's Township Manager shall be immediately notified if Provider experiences any issues which would significantly impact Provider's ability to provide services as required by this Agreement.

17. Provider is an independent contractor under this Agreement and this Agreement does not establish a partnership, agency, joint venture or any other joint entity or enterprise between Provider and the Municipality. No party to this Agreement is empowered to represent, act as agent for or legally bind any other party.

18. Provider will not subcontract or assign this Agreement or any of its obligations or right hereunder without the prior written consent of the Municipality.

19. This Agreement may not be amended except in a written document signed by the authorized representatives of all parties.

20. This Agreement will be governed, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

21. This Agreement shall be binding on the parties hereto, regardless of any subsequent change in administration or elected or appointed officials in the Municipality. Suburban EMS and PHP as the sole members of Regional EMS covenant and agree that neither will sell, assign, or transfer their respective membership interests in Regional EMS without providing the Township with at least sixty (60) days prior written notice of the proposed transfer provided, however, that no prior notice shall be required to be given in the event PHP assigns, sells, or transfers its membership interest to Lehigh Valley Health Network ("LVHN") or to any affiliate or subsidiary of LVHN.

22. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which counterparts together will constitute one and the same instrument. The reproduction of signatures upon execution of this Agreement by means of a facsimile will be treated as though such reproductions are executed originals and each party hereto will provide the other parties with a copy of

this Agreement bearing original signatures within five (5) days following transmission of any executed original by facsimile.

23. Provider will not be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its obligations under this Agreement due to the circumstances beyond its reasonable control including, but not limited to, acts of God; war; riots; requirements, actions or failures to act on the part of governmental authorities preventing performance; inability despite due diligence to obtain any required license or permit. Delays experienced by Provider as a result of its default or negligence will be excepted from this provision and Provider shall remain responsible for the same.

24. Notices required hereunder, or any correspondence concerning this Agreement shall be directed to the following addresses and shall be deemed properly given (a) if delivered by hand; (b) if sent by certified mail, return receipt requested, postage prepaid, or by recognized overnight courier service (including, without limitation, Federal Express or United Parcel Service overnight service), charges prepaid; or (c) if sent by facsimile or e-mail with a contemporaneous confirmation of transmittal or receipt, with a copy sent by first class U.S. Mail, postage prepaid:

If to Suburban EMS:

Suburban Emergency Medical Services, Inc.  
3231 Freemansburg Avenue  
P.O. Box 3339  
Palmer, PA 18043-3339  
ATTN: \_\_\_\_\_

If to Regional EMS:

Monroe County Regional Emergency Medical  
Services, LLC  
2925 William Penn Highway  
Suite 100  
Palmer PA 18043  
ATTN: \_\_\_\_\_

If to Pocono Healthcare Partners:

Pocono Healthcare Partners  
206 East Brown Street  
East Stroudsburg, PA 18301  
ATTN: President

If to Township:

112 Township Drive  
Tannersville PA 18372  
ATTN: Manager

Notices and communications hereunder shall be deemed sufficiently given when dispatched pursuant to the foregoing provisions. Notices and communications delivered by hand shall be effective upon receipt; notices and communications sent by fax, with a copy by first class U.S. Mail, shall be effective upon dispatch; notices and communications sent by recognized overnight courier service shall be effective on the business day following dispatch; and notices sent by certified mail shall be

effective on the third business day following dispatch. The parties hereto may, by a notice given hereunder, designate any further or different addresses to which any subsequent notice or communication hereunder shall be sent.

25. This Agreement constitutes the entire agreement between the parties hereto and the parties hereto shall not be liable or bound in any manner whatsoever by express or implied warranties, guarantees, promises, statements, representations, or information unless expressly set forth herein.

26. 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.

27. Exhibits to this Agreement are an integral part hereof and are incorporated herein by this reference just as if reproduced and republished at length herein.

28. Any provision of this Agreement which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

29. Each party hereto acknowledges, represents, and warrants that: (i) it has participated in the negotiation of this Agreement; (ii) no provision of this Agreement shall be construed against or be interpreted to the disadvantage of any party hereto by any court or other governmental or judicial

authority by reason of such party having or being deemed to have structured, dictated or drafted such provision; (iii) they have had at all times access to an attorney of their choice in the negotiation of the terms of and in the preparation and execution of this Agreement; (iv) they have had the opportunity to review and analyze this Agreement for a sufficient period of time prior to the execution and delivery thereof; (v) the terms of this Agreement were negotiated at arm's length; (vi) this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind asserted by any of the parties upon the others; and (vii) the execution and delivery of this Agreement is the free and voluntary act of each of the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by persons authorized to bind each respective party.

ATTEST: SUBURBAN EMERGENCY MEDICAL SERVICES,  
INC.

\_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Additional Signatures on next page]

Monroe County Regional Emergency  
Medical Services LLC, by and through  
its sole members

ATTEST: SUBURBAN EMERGENCY MEDICAL SERVICES,  
INC., Manager and Member

\_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: POCONO HEALTHCARE PARTNERS, a  
Pennsylvania not-for-profit corporation

\_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: Township of Pocono

\_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_