

**LONDONDERRY TOWNSHIP
RESOLUTION 2023-11**

**A RESOLUTION RECOGNIZING AND DESIGNATING A PRIMARY PROVIDER OF
EMERGENCY MEDICAL SERVICES FOR LONDONDERRY TOWNSHIP**

THIS RESOLUTION, is hereby approved and adopted by the Supervisors of Londonderry Township, Dauphin County, Pennsylvania:

WHEREAS, as provided under the Second-Class Township Code, 53 P.S. § 65101 et. seq., Londonderry Township is responsible for ensuring that emergency medical services are provided within the Township by the means and to the extent determined by the Township, including the appropriate financial and administrative assistance for these services; *and*

WHEREAS, the Board of Supervisors shall provide, by resolution adopted from time to time, for the recognition and designation of a primary provider of emergency medical services (EMS) services for Londonderry Township, all consistent with the relevant provisions of the Pennsylvania Emergency Services Act, 35 P.S. § 6921 et seq., as the same may be amended from time to time; *and*

WHEREAS, by resolution, the Board of Supervisors shall provide for the designation of a first-due EMS responder for all emergencies requiring basic life support (BLS) and advanced life support (ALS) care, treatment or transportation in the Township; *and*

WHEREAS, the Board of Supervisors shall direct the Dauphin County Communications Center to dispatch such designated ambulance service and designated paramedic service as the first-due provider for all such emergencies arising within the limits of the Township of Londonderry; *and*

WHEREAS, the designation of such emergency provider, together with all services to be provided by them, shall be stated in a written agreement between the Township and the emergency provider(s).

WHEREAS, the Board of Supervisors has evaluated the services and capabilities of South Central Emergency Medical Services, Inc., to provide BLS and ALS emergency medical services within the Township and has determined that South Central will best meet the needs Township residents as to the provision of emergency medical services.

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors hereby recognizes and designates South Central Emergency Medical Services, Inc., a domestic nonprofit corporation, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 8065 Allentown Boulevard, Harrisburg, Pennsylvania, to serve as the first-due provider for all basic life support and advanced life support care, treatment or transportation in the Township.

DULY ORDAINED and ENACTED this 1st day of May, 2023, by the Board of Supervisors of Londonderry Township, Dauphin County, Pennsylvania in lawful session duly assembled.

LONDONDERRY TOWNSHIP

Dauphin County, Pennsylvania

BY:



Secretary



Chair

Res. 2023-11

AGREEMENT

THIS AGREEMENT ("Agreement"), made this 18th day of April, 2023, by and between **LONDONDERRY TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania, with its principal office at 783 S. Geyers Church Rd. Middletown, PA 17057 hereinafter called "**LONDONDERRY**" and **SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC.**, a domestic nonprofit corporation, duly organized and validly existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 8065 Allentown Boulevard, Harrisburg, Pennsylvania, hereinafter called "**SOUTH CENTRAL**".

BACKGROUND

1. LONDONDERRY desires and SOUTH CENTRAL is willing to provide emergency medical services (hereinafter referred to as "SERVICES"), to LONDONDERRY, and continue to provide such services under and subject to the terms and conditions hereinafter provided.
2. LONDONDERRY and SOUTH CENTRAL desire to confirm their understanding in writing.

NOW, THEREFORE, the parties hereto, each intending to be legally bound, agree as follows:

Background. The Background set forth above is incorporated herein by reference.

DEFINITIONS

1. "SOUTH CENTRAL," as used in this Agreement shall be the legal entity described above, which is incorporated in the State of Pennsylvania as a Not-For-Profit 501(c)(3) corporation.
2. "SERVICES," as used in this Agreement shall include emergency medical response, basic life support service, and advanced life support service as defined by the Pennsylvania Department of Health and in response to directives issued by Dauphin County Emergency Management Agency.
3. "EMERGENCY SERVICE PROVIDERS," as used in the Agreement shall include any and all contracted and retained, without regard to the legal structure of the contract or retention agreement, fire, police, security, and medical service organizations.
4. "SCRATCH RATE," as used in this Agreement shall mean the number of Emergency 9-1-1 dispatches where the ambulance is unavailable and therefore cannot respond.

TERM AND RENEWAL

1. This Agreement shall commence on the 18th day of April 2023 (the "Effective Date"), and shall expire on the 31st day of December 2023.
2. Within one hundred twenty (120) days of the expiration date of this Agreement or any renewal term, SOUTH CENTRAL shall notify LONDONDERRY in writing of the proposed terms and conditions of said renewal. If LONDONDERRY desires changes in the proposed terms and conditions of the renewal, the parties shall attempt to negotiate modifications or amendments to the Agreement no later than sixty (60) days prior to the expiration date of their existing Agreement. In the event no change is desired or negotiated, the Agreement shall automatically renew for an additional year (January 1st to December 31st) sixty (60) days prior to the expiration at the current terms.

MUNICIPAL CONTRIBUTIONS

1. For and in consideration of SOUTH CENTRAL providing the SERVICES as defined under this Agreement, and for the term herein stated LONDONDERRY shall make an annual contribution of \$0.
2. LONDONDERRY's contributions shall be fixed for the term of the Agreement and any automatic renewal thereof, unless renegotiated by the parties, at the rate in effect at the time of renewal.
3. SOUTH CENTRAL shall charge LONDONDERRY or its fire companies for training services or medical supplies at SOUTH CENTRAL'S cost to provide same. Payment for said items shall be provided by LONDONDERRY or its fire companies on a timely basis.

REPRESENTATIONS OF SOUTH CENTRAL

1. SOUTH CENTRAL represents that any liens and security interests binding its supplies, equipment and vehicles do not interfere with SOUTH CENTRAL'S obligations under this Agreement.
2. SOUTH CENTRAL represents and warrants that they are in good standing with all applicable state and federal health care programs and that they will not utilize personnel for the provision of services who are excluded from participation in such programs.

DUTIES OF SOUTH CENTRAL

1. SOUTH CENTRAL shall have available the supplies, equipment, vehicles and qualified personnel to provide twenty-four (24) hours / seven (7) days per week SERVICES to the township of LONDONDERRY.
2. SOUTH CENTRAL shall provide the necessary personnel and equipment in order to maintain a response time as established or modified by the PA Department of Health. Furthermore, SOUTH CENTRAL shall provide the necessary personnel and equipment to maintain a SCRATCH RATE not to exceed 10% of the number of E911 dispatches, not counting mutual aid incidents.
3. SOUTH CENTRAL shall on its own account engage the services of agents or assistants whom SOUTH CENTRAL may deem reasonably necessary to enable SOUTH CENTRAL to perform its duties under this Agreement. The cost of all such services shall be chargeable solely to SOUTH CENTRAL and will not be charged to LONDONDERRY.
4. SOUTH CENTRAL shall comply with an Emergency Vehicle Driver's policy in accordance with the PA Department of Health regulations as they apply to all emergency vehicle drivers and driver trainees.
5. SOUTH CENTRAL shall require all of its emergency service personnel, whether paid or volunteer, to meet all state-mandated training qualifications in order to provide emergency medical services for SOUTH CENTRAL.
6. SOUTH CENTRAL shall comply with all federal, state, county, municipal and local laws, regulations and ordinances as well as those rules and regulations created by virtue of this Agreement.
7. SOUTH CENTRAL shall cooperate fully with all emergency service providers who provide emergency services within LONDONDERRY, and when appropriate accept the assistance of qualified service providers and volunteers in order to create a sense of teamwork when providing services to those municipalities.

8. To effectively meet the emergency medical needs of LONDONDERRY, SOUTH CENTRAL will coordinate the dispatch and response of all emergency medical providers responding within the municipalities. SOUTH CENTRAL shall assist and/or direct EMS training for the township fire and police department(s).

9. SOUTH CENTRAL shall telephone the LONDONDERRY designated representative immediately if emergency medical service coverage is interrupted for any reason and provide written notice of the same to LONDONDERRY'S designated representative within twenty-four (24) hours.

10. SOUTH CENTRAL shall maintain a policy of liability insurance in the minimum sum of \$1,000,000, and shall name LONDONDERRY as an additional insured under such policy to cover any claims arising out of the performance of SERVICES by SOUTH CENTRAL under this Agreement. SOUTH CENTRAL further agrees to indemnify, hold harmless and defend LONDONDERRY, its agents, servants, and employees from any and all loss and liability from claims of any nature or kind arising directly or indirectly from the operations and actions of SOUTH CENTRAL, their agents, officers, volunteers and employees.

11. Except as permitted or required by this Agreement or by applicable law, both SOUTH CENTRAL and LONDONDERRY will not use or disclose patient information in the manner that would violate the requirements of 45 CFR Section 164.504 and Section 164.506(e) known as HIPAA (Privacy and Security Standards) contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition, SOUTH CENTRAL and LONDONDERRY expressly agree to comply with HIPAA in all respects, including the implementation of all necessary safeguards to prevent such disclosure and the assurance that any subcontractor or agent of SOUTH CENTRAL or LONDONDERRY, or both, which receives protected health information, that such subcontractor or agent agrees to the same restrictions and conditions imposed upon SOUTH CENTRAL and LONDONDERRY under HIPAA.

DUTIES OF LONDONDERRY

1. LONDONDERRY grants permission to SOUTH CENTRAL to solicit annual subscriptions to residents and businesses and to organize and conduct an annual fund drive from residents, businesses, and other entities located within LONDONDERRY. SOUTH CENTRAL will provide LONDONDERRY with copies of all items distributed in subscription and fund drive mailings. LONDONDERRY agrees to provide to SOUTH CENTRAL a listing of all residential, commercial or other entity properties within the municipality and shall, annually, update said listing at least sixty (60) days prior to the effective date of this Agreement. Solicitations must not use the name, logo, images or likeness of LONDONDERRY without written permission from LONDONDERRY'S designated representative, nor the name, images or likeness of LONDONDERRY employees, agents, or volunteers, without their written permission.

INDEPENDENT CONTRACTOR

SOUTH CENTRAL is an independent contractor and not an employee, partner or joint venturer with LONDONDERRY under this Agreement.

TERMINATION

A. SOUTH CENTRAL shall have the right to terminate this Agreement under the following circumstances:

1. In the event of any change in state or federal statutory law or any regulation promulgated, which prohibits, restricts, or otherwise adversely affects the ability or right of SOUTH CENTRAL to continue to provide the SERVICES pursuant to this Agreement or otherwise or which adversely affect reimbursement by third party payers or other reimbursement. In the event of any such statutory or regulatory change LONDONDERRY and SOUTH CENTRAL, shall, for a period of thirty (30) calendar days, attempt to negotiate modifications or amendments to the Agreement, which will permit compliance with said

statutory or regulatory change. If LONDONDERRY and SOUTH CENTRAL cannot agree to any such amendment or if this Agreement cannot be amended as a result of the statutory or regulatory change then SOUTH CENTRAL shall have the right to terminate this Agreement upon ninety (90) calendar days' written notice to LONDONDERRY.

B. LONDONDERRY shall have the right to terminate this Agreement under the following circumstances:

1. LONDONDERRY shall have the right, with or without cause, to terminate this Agreement upon ninety (90) days' prior written notice to SOUTH CENTRAL in the event and as specified in Paragraph A-1.

2. In the event SOUTH CENTRAL'S license to operate a Basic and Advanced Life Support Ambulance Service issued by the PA Department of Health is lost or suspended, LONDONDERRY shall have the right to terminate SOUTH CENTRAL upon giving ten (10) days written notice or their intent to terminate this Agreement.

C. In the event of termination pursuant to Paragraph A or B above, SOUTH CENTRAL and LONDONDERRY shall take the following action:

1. LONDONDERRY shall, as of the effective date of the termination, be responsible to provide, either directly or indirectly, the SERVICES pursuant to this Agreement, for the residents of LONDONDERRY in accordance with the then applicable law.

2. If applicable, the current municipal contributions, as described on Page 2, "MUNICIPAL CONTRIBUTIONS" paid by LONDONDERRY to SOUTH CENTRAL shall be prorated as of the effective date of the termination.

NON-ASSIGNABILITY

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable by SOUTH CENTRAL without the prior written approval of LONDONDERRY. In the event of an assignment by SOUTH CENTRAL to which LONDONDERRY has consented, the assignee or the assignee's legal representative on behalf of the assignee shall agree in writing with LONDONDERRY to assume, perform and be bound by the covenants, obligations, agreements, rules and regulations contained in this Agreement.

INDEMNIFICATION

1. SOUTH CENTRAL shall indemnify, save and hold harmless LONDONDERRY from any claims arising from any act or omission of SOUTH CENTRAL or its agents, employees, servant or assigns. SOUTH CENTRAL shall indemnify, save and hold harmless LONDONDERRY for wanton, willful, reckless or negligent acts by any of its members, agents, or employees, which causes losses or damages to LOWR PAXTON. SOUTH CENTRAL shall reimburse and defend LONDONDERRY from any cause of action covered by this section.

ENTIRE AGREEMENT

This Agreement supersedes all other Agreements, either oral or written between the parties to this Agreement, and no other Agreement, statement or promise relating to the subject matter of this Agreement are an integral part of this Agreement.

MODIFICATIONS AND AMENDMENTS

1. The terms of Agreement shall continue in full force and effect throughout the term of this Agreement.

2. LONDONDERRY may develop other rules and regulations for LONDONDERRY'S emergency medical service providers and provide said rules and regulations to SOUTH CENTRAL in writing. Such rules and regulations will not apply to SOUTH CENTRAL except by the mutual agreement of both parties in writing.

3. This Agreement may not be amended except by the mutual Agreement of the parties in a writing attached to and incorporated into this Agreement.

MISCELLANEOUS

1. This Agreement shall be binding on the parties, their respective officers, employees, administrators, legal representative, successors, and assigns.

2. The validity of this Agreement and any of its terms as well as the rights and duties of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid or unenforceable provision was never contained in it.

NONDISCRIMINATION

It is the policy of SOUTH CENTRAL EMS to provide equal opportunity to all persons and not to discriminate against any individual, employee, or contractor based on race, color, creed, sex, sexual orientation, marital status, age national origin, political affiliation, handicap, or disability. SOUTH CENTRAL EMS requires that all contractors and subcontractors doing business with SOUTH CENTRAL EMS practice Equal Employment Opportunity and Affirmative Action. In addition, such subcontractors shall not discriminate against any of the herein referenced individuals or groups as a condition of its Agreement with SOUTH CENTRAL EMS.

NOTICES

Any notices required by the terms of this Agreement shall be sent:

If to LONDONDERRY:

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If to SOUTH CENTRAL:

Jason Campbell, CC/NR-P
CHIEF & CEO
8065 Allentown Blvd.
Harrisburg, PA 17112

AUTHORITY

The below signed certify that they have the authority of their respective governing bodies to execute this Agreement as evidence by the attached Board resolutions.

Executed in LONDONDERRY, Commonwealth of Pennsylvania, on the date first written above.

TOWNSHIP OF LONDONDERRY

By: _____

Attest: _____

SOUTH CENTRAL EMERGENCY MEDICAL SERVICES, INC.

By: _____
Jason Q. Campbell, Chief & CEO