

GROUND AMBULANCE SERVICE PROVIDER AGREEMENT

This GROUND AMBULANCE SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into on this 1st day of December, 2020 (the “**Effective Date**”), by and between **The Borough of Lemoyne, Cumberland County**, a political subdivision of the Commonwealth of Pennsylvania (“**Municipality**”), with its principal offices at 510 Herman Avenue, Lemoyne, PA. 17043, and **Penn State Health Life Lion, LLC**, a Pennsylvania limited liability company with its primary business location at 100 Crystal A Drive, MC CA210 Hershey, PA 17033 (“**PSHLL**”) For purposes of this Agreement, PSHLL may be referred to as, “**Provider**.”

BACKGROUND

A. PSHLL is licensed as an emergency medical services (“**EMS**”) agency in good standing through the Pennsylvania Department of Health (“**DOH**”).

B. Municipality desires to have Provider provide certain advanced life support (“**ALS**”) EMS and basic life support (“**BLS**”) functions, and Provider has agreed to assume responsibility for such functions and operations from Township, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Term. The initial term of this Agreement shall commence no later than on December 1, 2020 (the “**Commencement Date**”) and continue through November 30, 2025 (the “**Initial Term**”), unless earlier terminated as provided for in this Agreement with 90 days prior written notice. Upon the expiration of the Initial Term, this Agreement shall automatically and continuously renew for additional periods of five (5) years each (each a “**Renewal Term**”) unless and until terminated in accordance with the terms hereof. For purposes of this Agreement, the Initial Term and all Renewal Terms, if any, may be collectively referred to as the “**Term**.”

2. Services.

2.1 Provision of the 911 Services. In accordance with the terms and conditions of this Agreement and Applicable Law (as hereinafter defined), Provider shall provide the residents, patrons, visitors, employers, employees, and other persons of or within Municipality (collectively, “**Citizens**”) EMS services to include ALS and BLS emergency care services within the Service Area (as such term is defined herein) and other emergency services when called upon by Cumberland County, Pennsylvania’s designated dispatch center (the “**Dispatch Center**”), any law enforcement agency, other EMS provider, fire department, Citizen, or any other person, on a twenty-four (24) hours per day, seven (7) days per week basis (collectively, the “**911 Services**”). For purposes of this Agreement, “**Applicable Law**” means any and all applicable federal, state and local laws, regulations and rules, and any and all administrative policies, guidelines, and other requirements relating to the services contemplated in connection herewith, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 and all implementing

regulations promulgated thereunder (collectively, “**HIPAA**”), and applicable licensing requirements, as each may be amended from time to time.

2.2 Dedicated Ambulance and Staffing. Provider shall ensure compliance with this Section 2.2 at all times during the Term.

2.2.1 Ambulance. At a minimum, Provider shall ensure that ambulance(s) (“**Ambulance**”) are available to provide 911 Services within the collective Service Area, as defined herein, twenty-four (24) hours during each day of the Term unless said ambulance is on a previous 911 call or other required EMS need.

2.2.2 Obligations of Provider. Provider shall ensure that each Ambulance is and remains throughout the Term (i) duly licensed by and in good standing with DOH to operate at no less than the ALS service level, (ii) properly staffed by Provider’s Personnel (as defined herein) in compliance with DOH’s regulations for staffing of an ALS transport vehicle, as such regulations may be amended from time to time, and (iii) sufficiently equipped and supplied with such equipment and supplies as is necessary for Provider to perform the 911 Services in accordance with the terms of this Agreement and all Applicable Law.

2.3 Non-Discrimination. Provider shall provide the 911 Services without regard to any Citizen’s race, creed, color, sex, sexual preference, age, physical or mental handicap, marital status, national origin, ancestry, genetics, or financial ability to pay for such services.

2.4 Personnel. Provider shall ensure that all personnel providing services under this Agreement (“**Personnel**”) are appropriately licensed or certified by DOH at all times. Additionally, Provider shall ensure that all Personnel providing the 911 Services adhere to current DOH regulations for Emergency Medical Services in the Commonwealth of Pennsylvania.

2.5 Protocols. Provider shall ensure that Personnel providing the 911 Services adhere to all applicable treatment protocols, policies, and procedures, including, without limitation, applicable regional and state treatment protocols, communications protocols, medical command protocols and transport protocols.

2.6 Radio/Communication. Provider shall ensure that Personnel follow and adhere to all applicable communication and/or radio policies, procedures and protocols established by the Dispatch Center.

2.7 Courteous Service. Provider shall ensure that Personnel conduct themselves in a professional and courteous manner at all times.

2.8 Disaster Preparedness. Provider shall ensure that it and its Personnel follow applicable disaster preparedness plans as established by Lemoyne Borough, Cumberland County, the Commonwealth of Pennsylvania, and/or the federal government, as such plans may be amended or updated from time to time. Provider shall provide assistance to Municipality as and when reasonably requested by Municipality in preparing disaster plans.

3. Designation of ALS/BLS Provider in Municipality. Throughout the Term, Municipality shall designate PSHLL, in accordance with Pennsylvania Township Code, and in accordance with

the Cumberland County Department of Public Safety, as its primary ALS provider to provide intercept services for existing and BLS emergency ground ambulance service within the Service Area (as defined below) commencing on the Commencement Date. Notwithstanding other EMS agencies called on for mutual aid 911 services may provide services in the Service Area, when dispatched by the Dispatch Center for said mutual aid response.

4. Service Area and Mutual Aid.

4.1 Service Area. The primary service area in which Provider shall perform the 911 Services hereunder shall be the entire area within the geographic limits of Lemoyne Borough, Cumberland County, Pennsylvania (the “**Service Area**”).

4.2 Mutual Aid. In addition to the Service Area, Provider agrees to provide the 911 Services and other mutual aid services as requested by the Dispatch Center, as needed, to communities surrounding the Service Area when available.

5. Billing and Collections.

5.1 Billing and Collection Responsibility. Provider shall be solely responsible to bill and collect fees from patients and/or patients’ third party payors, as applicable for all of the 911 Services or other services provided under this Agreement in accordance with all applicable third party payor policies and procedures and all Applicable Law.

5.2 No Municipality Responsibility. Provider acknowledges and agrees that Municipality shall not be responsible, directly or indirectly, for payment of any services performed by Provider hereunder, including, without limitation, the 911 Services, or for processing any claims for such services performed by Provider or supplies utilized by Provider in its performance of the 911 Services under this Agreement.

6. Facility. RESERVED. THIS SECTION IS INTENTIONALLY BLANK.

7. Equipment.

7.1 Equipment and Supplies. Except as expressly set forth herein, at Provider’s cost and expense, Provider shall be solely responsible for equipping and supplying the Dedicated Ambulance and for maintaining any and all such equipment and supplies as needed to lawfully perform the 911 Services hereunder.

7.2 Service Contracts. At Provider’s cost and expense, Provider shall be solely responsible for procuring and maintaining any and all service contracts with respect to the maintenance and operation of the equipment installed or used in connection with the Ambulance with such vendors and upon such terms as Provider reasonably deems appropriate.

8. Representations and Warranties of Parties.

8.1 General. The parties represent and warrant that each has determined that the terms of this Agreement are fair and reasonable and that determination has been based solely upon the independent and informed judgment of such party. No party has relied upon or been induced to

enter into this Agreement by any statement, representation, or warranty not contained within this Agreement, and each party agrees that all rights and obligations under this Agreement shall be construed as if each party made a full investigation of all facts related hereto and relied upon its own independent judgment exercised in light of full factual disclosure. In making the determination to enter into this Agreement, each party has had a full and complete opportunity to discuss this Agreement with independent legal counsel of such party's own choosing. Each of the parties represents and warrants that the persons and entities executing this Agreement have the legal authority to do so.

8.2 Representations and Warranties of Municipality. Municipality represents and warrants, at all times during the Term, as follows:

8.2.1 Organization and Good Standing. Municipality is a political subdivision of the Commonwealth of Pennsylvania, validly existing and subsisting under the laws of Commonwealth of Pennsylvania. Municipality has all requisite power and authority to execute and deliver, and perform its obligations under this Agreement;

8.2.2 Authorization. The execution and delivery of this Agreement and performance by Municipality of its obligations hereunder are duly and validly authorized by all necessary action on the part of Municipality to the extent required by Applicable Law. This Agreement has been or will be duly executed and delivered on behalf of Municipality by one or more duly authorized officers of Municipality; and this Agreement contains the valid and binding obligations of Municipality, enforceable in accordance with its terms;

8.2.3 Non-Contravention. Neither the execution and delivery of this Agreement by Municipality, nor Municipality's performance hereunder, will conflict with or result in a material breach or material violation of or constitute a material default under Applicable Law by Municipality; and

8.2.4 Litigation; Claims; Defaults. Except as otherwise provided herein, Municipality has not been served with any summons or complaint in any existing lawsuit and there is no action or suit, equitable or legal, to which Municipality is currently a party, nor any administrative, arbitration or other proceeding pending or, to Municipality's knowledge, threatened against Municipality, that is likely to materially affect Municipality's rights with respect to this agreement, if any.

8.3 Representations and Warranties by Provider. Provider represents and warrants, at all times during the Term, as follows:

8.3.1 Industry Standards. Provider shall comply with the descriptions and representations made to Municipality with respect to the 911 Services provided hereunder. The 911 Services provided by or on behalf of Provider under this Agreement, including, without limitation, the 911 Services, will conform, at a minimum, to the highest degree of professional care observed in the industry for similar services. Provider shall provide the 911 Services under this Agreement, including, without limitation, the 911 Services, in a timely manner by professionals duly qualified to render such services;

8.3.2 Authority to provide service. Penn State Health is a non-profit corporation duly organized and existing under the laws of, and in good standing with, the Commonwealth of Pennsylvania. Provider has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement;

8.3.3 Execution and Delivery of Service. The execution and delivery of this Agreement and performance by Provider of its obligations hereunder are duly and validly authorized by all necessary action on the part of Provider. This Agreement has been or will be duly executed and delivered on behalf of Provider by one or more duly authorized officers of Provider, and this Agreement constitutes the valid and binding obligations of Provider, enforceable in accordance with its terms;

8.3.4 Authority to enter into Agreement. PSHLL has the full right, power, and authority to enter into this Agreement.

8.3.5 Applicable law as applied to Provider. Neither the execution and delivery of this Agreement by Provider, nor Provider's performance hereunder, will conflict with or result in a material breach or material violation of or constitute a material default under Applicable Law by Provider.

9. Indemnification.

9.1 Indemnification by Provider. To the extent not covered by insurance, Provider shall indemnify, defend, and hold Municipality, and its supervisors, employees, managers, officers, contractors, subcontractors, Citizens, and agents (collectively, the "**Municipality's Indemnified Parties**"), harmless from and against any liabilities, suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and character (including reasonable attorneys' fees, reasonable expert and professional fees, costs, and other litigation expenses) ("**Claims**") suffered or incurred by, or asserted or imposed against, the Municipality or any of the Municipality's Indemnified Parties if resulting from or arising out of one or more of the following: (i) any actual or alleged negligent or intentional act or omission by Provider or its affiliates or their respective trustees, governors, directors, officers, employees, contractors, subcontractors, and agents, (ii) Provider's breach of any term of this Agreement, (iii) Provider's failure to comply with all Applicable Law or third party payor requirements, rules, procedures, or policies.

9.2 Indemnification by Municipality. To the extent not covered by insurance, Municipality shall indemnify, defend, and hold Provider harmless from and against Claims to the extent resulting from, connected with, or arising out of the following: (i) Municipality's breach of a material term of this Agreement; or (ii) Municipality's failure to comply with all Applicable Law.

10. Insurance. Provider shall provide and maintain during the Term insurance policies in adequate amounts to support its obligations hereunder. Such insurance shall, include without limitation the following:

10.1 Commercial General Liability Insurance. Commercial general liability insurance (with coverage limits of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate cover with appropriate tail coverage if such insurance is “claims made”);

10.2 Professional Liability Insurance. Professional liability insurance or dedicated self-insurance (with coverage limits of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate coverage with appropriate tail coverage if such insurance is “claims made”);

10.3 Directors and Officers Insurance. Directors and officers insurance (with coverage limits of not less than \$1,000,000 per claim and \$3,000,000 aggregate coverage with appropriate tail coverage if such insurance is “claims made”);

10.4 Auto Liability Insurance. Auto liability insurance policy including owned and non-owned, (in minimum amounts of \$1,000,000 combined single limit and \$100,000 per claim for uninsured and under-insured motorist);

10.5 Workers’ Compensation Insurance. Workers’ compensation insurance or dedicated self-insurance coverage within statutory limits; and

10.6 Employers Liability Coverage. Employers liability coverage (in minimum amounts of \$1,000,000 per claim and \$1,000,000 aggregate coverage).

Provider’s commercial general liability insurance coverage hereunder shall name Municipality as an “additional insured.” Provider shall notify Municipality in writing within thirty (30) days of Provider receiving notice with respect to any of the insurance coverages that Provider is required to maintain hereunder that such insurance coverage has been or will be canceled, non-renewed, or materially changed. Provider is prohibited from accepting service of legal papers on behalf of Municipality, its agents, or any of Municipality’s Indemnified Parties. Provider’s insurance policies shall be primary and non-contributory to any of Municipality’s insurance policies.

11. Municipality Financial Support. Municipality shall consider making financial contributions to Provider for EMS annually or as possible, at Municipality’s sole discretion.

12. Subscriptions/Memberships. If Municipality or its residents have historic subscription or memberships for EMS Services, Provider will honor such subscriptions. Provider may continue to solicit Municipality residents for EMS Services throughout the Term.

13. Termination.

13.1 Termination of Agreement. This Agreement may be terminated as follows only:

13.1.1 Breach. Either party may terminate this Agreement immediately if the other party is in breach of any material term or condition under this Agreement, which breach is incapable of being cured or which, being capable of a cure, has not been cured to the other party’s reasonable satisfaction within thirty (30) days following the breaching party’s receipt of notice of such breach.

13.1.2 License. Municipality may terminate this Agreement immediately if Provider loses its license or accreditation to provide the 911 Services.

13.1.3 Insolvency. Either party may immediately terminate this Agreement if the other party makes an assignment for the benefit of creditors, files a petition or commences any proceeding under any bankruptcy or insolvency code or law, or has proceeded to wind up or liquidate its business, and such filing, petition, or proceeding is not dismissed within thirty (30) days of the date of notice thereof.

13.1.4 Without Cause. Either party may terminate this Agreement without cause upon providing no less than ninety (90) days' prior written notice to the other party; provided, however, upon the expiration of such ninety (90) day period, Provider shall continue to reasonably assist Municipality, as requested, to facilitate Municipality's transfer of the 911 Services performed hereunder by Provider.

13.2 Effect of Termination. Upon the termination of this Agreement, Provider shall do the following: (i) answer Municipality's questions regarding the 911 Services provided by Provider hereunder; (ii) deliver to Municipality any and all reports and documentation still in Provider's possession that are necessary in Municipality's reasonable discretion to transition the performance of the 911 Services to a different vendor; and (iii) at Municipality's direction, destroy all data and information in its possession provided to Provider by Municipality during the Term, subject to Provider's requirements to maintain copies thereof under Applicable Law.

14. Miscellaneous.

14.1 Sovereign Immunity; Limitation of Liability. Notwithstanding anything herein to the contrary, nothing set forth herein or in any other document involved in or relating to the transactions contemplated hereby, shall serve to restrict, limit, or vitiate any one or more of Municipality's rights, claims, defenses, protections, or immunities available to Municipality under the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541 et seq., as may be amended from time to time, and/or any other Applicable Law. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Municipality be liable to Provider or any third party, for any indirect, incidental, special, or consequential damages arising out of or relating in any way to the provision of services hereunder, including, without limitation, damages for loss of profits, data or use, incurred by Provider or any third party, whether in an action in contract or tort, even if Municipality has been advised of the possibility of such damages.

14.2 HIPAA. Provider acknowledges that Municipality does not require any Protected Health Information, as such term is defined in HIPAA ("**PHI**"), from Provider for Municipality to meet its obligations and requests under this Agreement, and that Provider, pursuant to its obligations under HIPAA, shall ensure that no PHI is provided to Municipality. Provider shall abide by all Applicable Law concerning the confidentiality of patient medical records.

14.3 Independent Contractor. In carrying out its obligations under this Agreement, the parties shall at all times act as and be deemed to be independent contractors of each other. The parties further understand and agree to the following: (i) each party and its employees, agents, contractors, or representatives providing services under this Agreement (collectively, "**Party**

Representatives”) will not be treated as an employee of the other party for any purposes including, without limitation, federal income tax purposes; (ii) Municipality shall not withhold on behalf of the Provider, or Provider’s Party Representatives any sums for income tax, unemployment tax, unemployment insurance, social security, or any other withholdings pursuant to any law or requirement of any governmental body or make available to Provider or Provider’s Party Representatives any benefits afforded to employees of Provider including, without limitation, workers’ compensation insurance; and (iii) all such payment, withholdings, and benefits, if any, are the sole responsibility of the Provider and Provider’s Party Representatives. Neither party, nor its respective Party Representatives, shall bind the other party to any agreement, liability, or obligation of any nature. In the event that the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of the parties or with regard to either party’s Party Representatives, the parties agree that all parties shall have the right to participate in any such negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

14.4 Compliance. Both parties shall comply with all of the following: (i) all Applicable Law; (ii) all applicable requirements imposed under any local state, federal, foundation or other award, contract, funding, reimbursement, payments policy, or grant; and (iii) as applicable, any and all applicable requirements to secure and maintain permits, licenses, and certifications as required by federal, state, or local authorities.

14.5 Notice/Reports. Any notice or report required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or sent by national overnight courier service (e.g., Federal Express, UPS, etc.) and addressed to the respective party at the address set forth below, or at any such address(es) or person(s) as each may specify by written notice given to the other party in the manner specified herein. Notwithstanding the above, notices may also be provided by personal delivery and, in such event, shall be effective upon actual receipt.

If to Municipality:

Municipality: Lemoyne Borough
Address: 510 Herman Avenue
Lemoyne, PA. 17043
Attention: Municipality Manager

If to Provider:

Penn State Health
100 Crystal A Drive, MC CA210
Hershey, PA 17033
Attention: Director, Penn State Health Life Lion LLC

With copies to:

Office of General Counsel
Penn State Health
500 University Dr. Mail Code H142
Hershey, PA 17033-0850
Attention: Nicole Lehman, Esq.

14.6 Amendment. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party.

14.7 Binding Agreement. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.

14.8 Preservation of Rights. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. No term or provision of this Agreement shall be deemed waived unless such waiver is in writing and such writing is signed by the party waiving compliance with such term or provision.

14.9 Entire Agreement. This Agreement, including its recitals, exhibits and schedules, constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes any and all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof.

14.10 Assignment. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such assignment is expressly prohibited and shall be deemed void.

14.11 Severability. If any portion of this Agreement is held invalid or unenforceable by a court decision, statute, rule, or otherwise, then it shall be deemed modified so as to make it valid and enforceable, consistent with the parties' manifest intentions, or if it cannot be so modified, shall be deemed stricken from this Agreement. In either case, the remaining portions of this Agreement shall remain in full force and effect, unless their enforcement without the stricken provision would be inconsistent with the parties' manifest intentions.

14.12 Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted by the courts of, and in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

14.13 Captions. Any and all captions or headings contained in this Agreement are inserted only as a matter of convenience, and the presence or absence thereof in no way defines, limits, or extends the scope or intent of this Agreement or any provision hereof.

14.14 Survival. The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall so survive, including,

without limitation, the definitions of all capitalized terms and each and every of the subsections relating thereto.

14.15 Remedies. All remedies provided for in this Agreement shall be cumulative and concurrent and in addition to, and not in lieu of, any other remedy available to either party at law, in equity, by statute, or otherwise.

14.16 Further Assurances. The parties agree to execute such other documents and to perform all such other and further acts as may be necessary or desirable to carry out the purposes and intent of this Agreement.

14.17 Cooperation Regarding Claims. The parties agree to reasonably cooperate in assisting each other and their duly authorized employees, agents, representatives, and attorneys in investigating, defending, or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims that any of the parties may have against each other and shall not require cooperation in the event of such claims, or in the event that the parties' interests are otherwise adverse to one another in any action.

14.18 Change of Law. Notwithstanding anything contained herein to the contrary, either party may notify the other in writing of its intention to terminate this Agreement if at any time during the Term any Applicable Law cause either party to fail to comply with any such Applicable Law or shall materially impair (impairment being considered in the legal compliance, operational or financial sense) the continuing validity and/or effectiveness of any material provision hereof. This termination will become effective, only if the parties in good faith are unable to agree, within ninety (90) days following receipt of notice of such impairment, upon a modification to this Agreement that will bring this Agreement into compliance with the Applicable Law at issue.

14.19 Conflicting Terms. In the event of any conflict between the terms and conditions of an exhibit, schedule, or other attachment hereto, and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

14.20 Jointly Drafted. This Agreement is the product of an arm's length negotiation. Each and every provision hereof was jointly drafted by both parties and, in the event of a dispute, the fact that either party drafted, revised, added to or deleted any portion thereof shall not be construed against or in favor of either party.

14.21 No Third Party Beneficiaries. Except as expressly set forth in this Agreement, nothing in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective representatives, successors and assigns, any rights, remedies, obligations or liabilities whatsoever, whether as creditor beneficiary, donor beneficiary or otherwise.

14.22 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties. For purposes of this Agreement, signatures received electronically or by facsimile transmission shall be deemed original signatures.

15. Cross Termination. Notwithstanding anything to the contrary, the parties agree that the termination or expiration of this Agreement shall constitute a termination of all leases and other agreements between the parties, reasonably contemplated hereunder, absent an express written agreement to the contrary executed hereafter by each of the parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, intending to be legally bound, have executed this Agreement as of the Effective Date.

The Borough of Lemoyne, Cumberland County

By: _____

Print: _____

Title: _____

Penn State Health Life Lion, LLC

By: _____

Print: _____

Title: _____