



**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SUNNYSIDE, WASHINGTON,
APPROVING AN AGREEMENT WITH SUNNYSIDE COMMUNITY HOSPITAL
FOR AMBULANCE SERVICES TRANSPORT AGREEMENT**

WHEREAS, the City of Sunnyside provides ambulance and emergency medical services through its Fire Department; and

WHEREAS, the City of Sunnyside and Sunnyside Community Hospital have concluded negotiations on a successor agreement regarding the provision of ambulance services and the compensation, terms and conditions for such service; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the Agreement attached hereto as Exhibit "A" and incorporated herein by this reference, by and among the City of Sunnyside and Sunnyside Community Hospital, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 11th day of January, 2016.



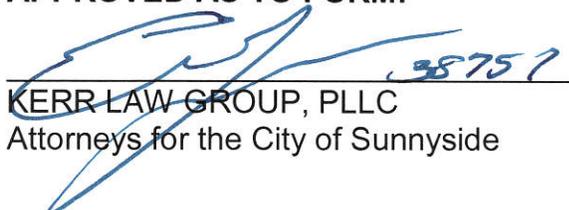
JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

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2016-01

AGREEMENT FOR AMBULANCE TRANSPORT SERVICE

**City of Sunnyside
And
Sunnyside Community Hospital**

THIS AGREEMENT is entered into by and between the CITY OF SUNNYSIDE and SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION for the purposes set forth herein to provide transport of patients to and from the Sunnyside Community Hospital by the ambulance service operated by the City of Sunnyside Fire Department.

I. Recitals

- A. CITY OF SUNNYSIDE, hereinafter called "City", is a municipal corporation of the State of Washington, with City Hall located at 818 E. Edison Avenue, Sunnyside, Washington 98944.
- B. SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION, hereinafter called "Hospital", is a non-profit corporation duly organized and existing under the laws of the State of Washington, operating as a hospital and medical care facility, with offices and facilities at 1016 Tacoma Avenue, Sunnyside, Washington 98944.
- C. Hospital provides medical services to patients, including medically indigent, underinsured and uninsured citizens of Sunnyside, Washington and the surrounding communities ("Medically Indigent Patients"), and requires ambulance services for Hospital patients, including Medically Indigent Patients.
- D. City operates and maintains the Sunnyside Fire Department which includes ambulance service (hereinafter called the "Department Ambulance"), which ambulance service is operated as a public utility of the City of Sunnyside.
- E. The parties have previously entered into agreements pertaining to cooperative participation in providing such ambulance service to the community and to the ambulance service area. The parties desire to establish a cooperative procedure for transport services for patients served by the Hospital.

II. Agreement

- 1. Ambulance Transport for Hospital. When and if the Hospital determines that a Hospital patient, including any Medically Indigent Patient, must or should be transported from Hospital to another facility or location within Yakima or Benton Counties, or if a patient, including any Medically Indigent Patient, is to be transported from the Hospital to the Sunnyside Municipal Airport, Hospital shall notify the Department Ambulance of the transport requirement. Transport shall be scheduled consistent with the medical needs of the patient and other demands of

EXHIBIT "A"

the Department Ambulance. The Hospital may utilize other ambulance services, without adjustment in compensation to the City in the event:

- (a) The patient has requested another ambulance service, cabulance, or other means of transport; or
 - (b) If another ambulance service transported the patient to the Hospital and patient needs immediate transport to a facility providing a higher level of treatment or medical service, and the same ambulance is present and available to make such transport.
2. Provision of Department Ambulance Service. Department Ambulance shall provide sufficient ambulance and crew in a timely manner, either BLS or ALS as necessary, for all transports from Hospital to other designated locations or facilities. Should Department Ambulance determine it is unable to provide the necessary crew and/ or vehicle for the requested transport, Department Ambulance shall refer the request for transport to another provider.
3. Fixed Compensation. To cover in part the difference between the City's collections and the City's expenses of providing uncompensated ambulance services for Medically Indigent Patients, Hospital shall pay to the City the fixed amount of \$12,500 per calendar quarter, with the first quarter of 2016 payable upon signing of this agreement, and thereafter payable on the 15th day of the second month of the quarter.
4. Term of Agreement. The term of this agreement shall be effective January 1, 2016 and shall continue until December 31, 2016. This agreement will automatically renew for successive one year terms, until either party exercises its right to terminate the agreement as prescribed in Section 7.
5. Ambulance Supplies. To further subsidize the City's provision of otherwise uncompensated ambulance services to Medically Indigent Patients, the Hospital has furnished medical supplies and materials for the ambulance, which are necessary for Hospital patients. The Parties shall exercise good faith to establish a standard ambulance supply package, and the supplies furnished shall be accounted for and reviewed at least annually. The Hospital shall continue to provide the medical supplies necessary to treat its patients during the term of this Agreement, provided, however, the Hospital reserves the right to limit the amount of supplies furnished.
6. Construction and Performance. This agreement shall be construed in accordance with the laws of the State of Washington, and shall be performed by both parties in conformity with applicable laws and regulations pertaining to provisions of medical services and ambulance services.

EXHIBIT "A"

7. Termination. This agreement may be terminated by either party by delivery of written notice of termination at least ninety (90) days prior to the effective date of termination. Written notice of termination will be deemed delivered upon personal delivery of such notice to the Office of the City Manager of the City, or the Office of the Chief Executive Officer of the Hospital, or upon deposit of such notice in the United States mail, postage prepaid, addressed to the last known address of record of such officers.

8. Protected Health Information. The parties acknowledge the City is a "business associate" of the Hospital pursuant to the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA"). The City shall enter into "business associate agreement" attached hereto as **Exhibit A** with the Hospital which provides that the City may use and disclose protected health information created or received by the City on behalf of the Hospital to the limited extent necessary for the proper management and administration of the City or to carry out the City's legal responsibilities, provided that:
 - a) Such disclosure is required by law, or
 - b) City obtains reasonable assurances from the person to whom the protected health information is disclosed that (i) the protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) the City will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.

9. Hold Harmless. City and Department Ambulance agree to hold harmless Hospital, its physicians, employees, board, and officers from any liability of performance of this agreement, except to the extent such liability is caused by the sole negligence of Hospital, its employees, agents or staff.

Hospital agrees to hold harmless City and Department Ambulance, their elected officials, officers and employees, from liability of Hospital arising out of Hospital's performance of this agreement, except to the extent such liability is caused by the sole negligence of City and/ or Department Ambulance, its employees, agents or officials.

10. Amendment. This agreement shall not be amended except in writing signed by parties.

11. Participation in Federal Healthcare Programs. Department Ambulance is, and for the term of this agreement will remain, eligible to participate in the Medicare, Medicaid, TRICARE and other federal healthcare programs, and has not been, and during the term of this agreement will not be, sanctioned by the U.S. Department of Health and Human Services Office of the Inspector General as set

EXHIBIT "A"

forth on the Cumulative Sanctions Report, or excluded by the General Services Administration as set forth on the List of Excluded Individuals and Entities [see <http://oig.hhs.gov/exclusions> and <https://www.sam.gov/portal/public/SAM/>].

12. Referrals. The parties acknowledge and agree that all payments and provision of medical supplies hereunder is not in return for, does not vary with, or take into account or reflect the volume or value of referrals or other business generated between the parties.

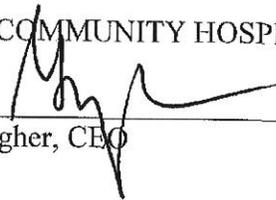
13. Access to Books and Records of Subcontractor. Upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, City will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If City carries out any of the duties of this agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, City agrees to include this requirement in any such subcontract. Nothing in the foregoing sentence shall be construed to permit City to enter into any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(1)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by the Hospital or City by virtue of this agreement.

WHEREFORE, this agreement is deemed executed and effective this ____ day of _____, 2016.

CITY OF SUNNYSIDE

By: _____
Donald D. Day, City Manager

SUNNYSIDE COMMUNITY HOSPITAL

By: 
John Gallagher, CEO