

LATE MATERIAL

ITEM# : 11

MEETING DATE: 07/21/16



CARSON TAHOE
— HEALTH —

AGREEMENT TO PROVIDE WHEELCHAIR VAN SERVICES

Between

Carson Tahoe Health

A Nevada Non-profit Corporation

And

Carson City on Behalf of its Fire Department

AGREEMENT

THIS AGREEMENT TO PROVIDE WHEELCHAIR VAN SERVICES, is made and entered into in the City of Carson City, State of Nevada, effective on the 1st day of August, 2016 ("**Effective Date**"), by and between **CARSON TAHOE REGIONAL HEALTHCARE**, a Nevada non-profit corporation, located at 1600 Medical Parkway, Carson City, NV 89703 (hereafter "**CTRH**") and **CARSON CITY ON BEHALF OF ITS FIRE DEPARTMENT**, located at 777 S. Stewart Street, Carson City, NV 89701 (hereafter "**CCFD**").

RECITALS

This Agreement is entered into upon the basis of the following facts, understandings and intentions of the parties:

Whereas, CTRH owns and operates a general acute care hospital in Carson City, Nevada, and is in need of wheelchair van services to meet the requirement of the residents of the area and to facilitate continuity of care and the timely transfer of patients;

Whereas, CCFD is willing and able to provide the Services under the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

1. Agreement to Provide Services as Independent Contractor

CCFD shall act at all times under this Agreement as an independent contractor. CCFD agrees to provide the Services to CTRH in accordance with this written proposal. Other and additional Services may be added to the scope of this Agreement by the subsequent written agreement of the parties, signed and attached hereto. The Parties agree that CTRH shall not have and shall not exercise any control of direction over the manner or methods by which CCFD provides the Services set forth herein. However, CCFD agrees to perform the Services at all times in accordance with applicable laws, regulatory requirements and currently approved methods and standards of practice and shall act at all times in accordance with applicable ethical and professional standards and in accordance with the policies and procedures of CCFD. CCFD shall have no claim under this Agreement or otherwise for vacation or sick leave, retirement benefits, Social Security, worker's compensation, disability or unemployment insurance benefits, or employee benefits of any kind. CCFD shall be solely responsible for the payment of all applicable federal, state, and local income or other taxes (including, but not limited to, federal social security tax and federal and state unemployment taxes), on the compensation received under this Agreement. The sole interest and obligation of CTRH is to assure that the Services will be performed in a competent, efficient, and satisfactory manner.

2. Term

- A. Effective Date: This Agreement shall be effective August 1, 2016
- B. Term: Subject to each Party's right of termination as set forth below, this Agreement shall be for a term of three (3) years from the date first set forth above ("Initial Term"), and may be renewed for one successive two (2) year period by written agreement of the Parties.
- C. Prior Agreement: Once this agreement becomes effective, CTRH and CCFD agree that the July 31, 2016 agreement will be deemed to be mutually terminated in favor of this updated document.

3. Termination

- A. Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party: (i) the making of a general assignment for the benefit of creditors; (ii) the filing of a voluntary petition or the commencement of any proceeding by either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization,

composition or extension; (iii) the filing of any involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced; or (iv) suspension of the transaction of the usual business of either party for a period in excess of ninety (90) days.

- B. Either party may terminate this Agreement if a material breach occurs and the following conditions are met:
 - i. The non-breaching party serves thirty (30) days written notice of intent to terminate the Agreement due to a breach of a material term or condition;
 - ii. The notice sets forth with specificity the nature of such breach; and:
 - 1. the breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after notice has been given; or,
 - 2. if the breach cannot be cured within thirty (30) days, the breaching party has not taken commercially reasonable steps to begin curing such breach in a diligent and acceptable manner.
- C. Either party may terminate this agreement without cause upon one hundred twenty days, (120) days prior written agreement to the other.

4. Duties and Responsibilities of CCFD

During the term of this Agreement, CCFD shall provide CTRH with the following in order to provide the Services:

A. Vehicles and Staffing

- a. Three wheelchair vans, each capable of carrying two wheelchairs at one time with additional fixed seating for ambulatory riders and /or equipment.
- b. Each van will be staffed with one driver. The driver will be certified as an Emergency Medical Technician (or have other appropriate training/certification).

B. Hours of Operation

- a. Three vans will be available Monday through Friday for deployment at hours desired by CTRH. Each van is available for an eight (8) hour shift.
- b. Two vans will be available Saturday and Sunday for deployment at hours desired by CTRH. These vans will be available for an eight (8) hour shift.
- c. Two vans will be staffed for an eight hour shift on all holidays. ,

d. Other shifts may be made available at the mutual agreement of CTRH and CCFD.

5. Coverage Areas

- A. Transportation of patients to the coverage area listed below will be included in the monthly service charge:
- i. Carson City - All areas
 - ii. Douglas County - All Areas
 - iii. Washoe County - Limited to Incline Village/Crystal Bay, City of Reno, and City of Sparks
 - iv. Lyon County – Limited to the areas along the Highway 50 East corridor to Silver Springs
 - v. Eldorado County – Limited to City of South Lake Tahoe
 - vi. Placer County – Limited to an area generally east and south of California Highway 89 and California Highway 28

6. Exclusivity and Performance

During the term of this Agreement, CTRH agrees not to engage any other party to perform the Services to be provided by CCFD hereunder. CTRH may however, review and/or audit the performance of CCFD and the Services provided by CCFD hereunder. The parties shall meet periodically, as needed, to review performance under this Agreement and to document any deficiencies or changes in the nature of the Services to be provided hereunder.

7. Insurance

During the term of this Agreement and any renewal thereof, each party shall maintain, at its own expense, with established carriers licensed to do business in Nevada; (i) professional liability insurance covering the activities of the insured party, its agents and employees hereunder, with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate or such greater amounts as may be required to comply with any regulatory or contractual requirements to which either party may be subjected; and (ii) comprehensive liability and property damage insurance covering such party, with limits and in a form reasonably acceptable to the other. All such policies shall require that the other party receive at least thirty (30) days written notice prior to any cancellation, termination, reduction, or modification of the policy. A copy of the certificates of insurance shall be provided upon request.

8. Compensation for Services

As compensation for the Services rendered by CCFD to CTRH, CTRH agrees to pay CCFD twenty four thousand one hundred fifty dollars (**\$24,150.00**) per month for two years as a base fee. The third year of the contract, CTRH agrees to twenty five thousand three hundred fifty eight dollars (**25,358.00**) per month as a base fee. If agreed by CTRH as presented by RFP In year four (4) of the contract, CTRH agrees to pay twenty six thousand six hundred twenty five dollars (**\$26,625.00**) per month as a base

rate. If agreed by CTRH as presented by RFP in year five (5) of the contract CTRH agrees to pay twenty seven thousand nine hundred fifty seven dollars (**\$27,957.00**) per month as a base rate.

CTRH agrees to pay an additional fee of five dollars (**\$ 5.00**) per mile for patient transports outside of the coverage area as outlined in Section 5 a (i-vi). CTRH agrees to pay a fuel surcharge to be levied if the Nevada statewide average price of a gallon of diesel fuel exceeds \$4.00 as determined by AAA. The surcharge will be levied per mile and will be based upon the Nevada statewide average price of gasoline per mile minus \$4.00.

Bid price is based on a maximum of 3,400 transports per year, if /or when transports exceed 3,400 within the fiscal year, CCFD will charge \$70 per transport in addition to the monthly agreed payments. An itemized monthly report will be provided at the end of the month for billing accuracy. If it is determined that transports will exceed 5,000 per year, CTRH and CCFD will negotiate the possibility of adding an additional Van to service the agreement.

CCFD shall provide CTRH an itemized statement for services rendered including detailed backup in the form required by Hospital, on or before the fifth (5th) day of the month following the performance of services. CTRH will pay CCFD no later than the thirtieth (30th) calendar day of the month following receipt from CCFD of an invoice for the Services rendered during the prior month. Any dispute over billing shall be set forth in writing by CCFD to CTRH, and the same shall be resolved by the parties through good faith discussions, if discussions fail, resolution shall be as outlined through the dispute resolution procedure set forth in this Agreement.

9. Indemnification

Each Party agrees to indemnify, defend and hold harmless the other, its agents and employees from any and all claims, causes of action or liability arising from the performance or lack of performance under this Agreement by the indemnitor, its agents or employees.

10. Arbitration

Any controversy or claim arising from or relating to the Agreement shall be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association, or such other rules as may be agreed upon by the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The venue of any arbitration shall be in Carson City, Nevada.

11. Notices

Any notice or communication required by this Agreement shall be written and either delivered personally, by facsimile, by a nationally recognized overnight courier service or by U.S. Mail, return receipt requested. Such notice will be deemed received upon personal delivery, upon verification of receipt of facsimile by the receiving party (accomplished through a phone call initiated by the sending party), when sent by prepaid overnight courier or when deposited in the U.S. Mail, postage prepaid (return receipt tracking), addressed for delivery as follows:

If to CTRH: Carson Tahoe Regional Healthcare
1600 Medical Parkway
Carson City, NV 89703

Attn: Director of Resource Management

If to CCFD: Carson City Fire Department
777 S. Stewart Street
Carson City, NV 89701

Attn: Fire Chief

If notice is given by mail, three (3) business days shall be added to the computation of any time periods otherwise provided for under this Agreement.

12. Entire Agreement This Agreement is the entire agreement between the Parties and supersedes all other agreements, oral or written, previously entered into with respect to the subject matter of this Agreement.

13. Governing Law The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

14. Assignment Neither Party shall have the right to assign or transfer their rights to any third-party under this Agreement.

15. Authority and Execution By their signatures below, each of the signatories hereto represents that they have the authority to execute this Agreement and does hereby bind the Party on whose behalf this execution is made.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers as of the Commencement Date indicated above.

CTRH:

Carson Tahoe Regional Healthcare, a Nevada non-profit corporation

By:

Ed Epperson, Chief Executive Officer

CCFD:

Carson City Fire Department/Carson City

By:

Robert L. Crowell, Mayor

By:

Robert Schreihans, Fire Chief

By:

Susan Merriwether Clerk/Recorder

Approved as to Form:

District Attorney
Jason Woodbury

By:

Deputy District Attorney