

AN ORDINANCE TO AUTHORIZE AND APPROVE A CONTRACT BETWEEN THE CITY OF WILMINGTON AND SAINT FRANCIS HOSPITAL, INC. FOR EMERGENCY AMBULANCE SERVICE

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City requires a contract for a private ambulance firm to provide emergency ambulance service. This service will be provided to all persons without regard to ability to pay. The service provider will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, submitted a proposal that was memorialized in a contract, a copy of which is attached hereto and incorporated by reference herein as Exhibit "I" (the "Contract") to perform the requested services at no cost to the City; and

WHEREAS, the term of the Contract is for a period of four years from October 1, 2019 through October 1, 2023; and

WHEREAS, it is the recommendation of the Wilmington Fire Department that the City enter into the Contract with Saint Francis Hospital.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Contract between the City of Wilmington and Saint Francis Hospital, Inc., a copy of which Contract, in substantial form, is attached hereto as Exhibit "I,"

#4743

Sponsor:

Council
Member
Walsh

Co-Sponsor:

Council
President
Shabazz

for the period of four (4) years from October 1, 2019 through October 1, 2023 at no cost to the City, is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading.....November 7, 2019
Second Reading.....November 7, 2019
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2019.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of a no-cost four (4) year contract between the City of Wilmington and Saint Francis Hospital, Inc. to provide emergency ambulance service, without regard to the ability to pay, from calls received by the New Castle County Emergency Communications Center via the E-9-1-1 System.

FISCAL IMPACT STATEMENT: There is no fiscal impact to the City by this Ordinance.

EXHIBIT I

AGREEMENT BETWEEN THE CITY OF WILMINGTON AND

SAINT FRANCIS HEALTHCARE

THIS AGREEMENT (the "Agreement") is made and entered into this _____ day of _____ 2019 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the "City") and Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, ("Contractor" and together with the City, the "Parties").

WHEREAS, the City is requiring a contract for a private ambulance firm to provide emergency ambulance service, effective approximately October 1, 2019. This service will be provided to all persons without regard to ability to pay. The Contractor will be dispatched to all calls for emergency ambulance service in the City of Wilmington received by the New Castle County Emergency Communications Center via the E-9-1-1 System; and

WHEREAS, the Contractor has agreed to perform such services.

NOW THEREFORE, WITNESSETH, that the Parties, in connection with their mutual promises made below, agree as follows:

- A. **Scope of Services.** Contractor shall provide the services specified in Exhibit A to this Agreement for the City.
- B. **Term.** The term of this Agreement shall be effective from 1 October 2019 through 1 October 2023.
- C. **Funding.** The City shall pay zero dollars \$0.00 for services rendered under this Agreement.
- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions attached as Exhibit B to this Agreement are incorporated herein and are an integral part of this Agreement.

IN WITNESS THEREOF, the parties hereunto have caused this Agreement to be executed as of the day and year first written above.

City of Wilmington

Witness

By: Michael Donohue
Chief of Fire
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801

Saint Francis Hospital, Inc.

Witness

By: Daniel Sinnott, President CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

EXHIBIT A

STATEMENT OF WORK

1. The Contractor, including its employees and equipment, shall meet all requirements for emergency medical ambulance service prescribed by the State of Delaware, the County of New Castle, and the City of Wilmington throughout the term of this agreement, including new standards of care and programs promulgated by the State of Delaware during the life of this contract.
2. The Contractor shall employ a Medical Director responsible for clinical oversight of ambulance services. This physician must be an emergency medicine practitioner approved by the Delaware's State EMS (Emergency Medical Services) Medical Director. This physician must have a practice proximate to the City of Wilmington. The Medical Director will be required to take an active role in oversight and must submit such periodic reports prescribed by the State EMS Medical Director to both the State and the City of Wilmington.
3. The Contractor shall provide at least six (6) 9-1-1 ambulances 24 hours a day/ 7 days a week for the city of Wilmington. A seventh ambulance shall be available 12 hours a day for inter-facility transports. When not transporting a patient, this ambulance shall be equipped to assist with 9-1-1 if call volume deems necessary.
4. The Contractor shall staff each ambulance with two (2) emergency medical caregivers who must be certified by the State of Delaware, regardless of any other qualification required by this contract.
 - A. At the time of proposal submission, 100 percent of caregivers must hold National Registry EMT-B (Emergency Medical Technician - Basic) Certification.
 - B. All caregivers must have completed a Pre-Hospital Trauma Life Support or Basic Trauma Life Support Certification Course.
 - C. All vehicle operators must have completed a State of Delaware Emergency Vehicle Operators Course. A staff roster with current certification and experience (including supervisors) must be supplied. The Contractor shall supply this staff roster quarterly, noting staff changes.
5. The Contractor must have at least seven (7) fully operational, State of Delaware certified ambulances throughout the life of this contract which meet standards established by the Delaware State Fire Prevention Commission for vehicles and equipment. A roster of vehicles and an inventory of equipment for each vehicle will be provided with the proposal. In addition to conventional communications equipment, each ambulance must be equipped with a mobile radio mounted in the patient compartment and accessible to the EMS provider

attending the patient. This radio must be compatible with Delaware State's 800 MHz trunked radio systems. These radios must be compatible with the City's most current radio system. A complete description of the vehicles intended to be used for this contract must be included in the proposal. The Contractor must also provide their own handsets for their own use.

6. The use of office space in the firehouses may be utilized by the Contractor so long as space is available. Use of the space is at the City's sole discretion. When possible, the City will give notice in advanced if space becomes unavailable, but the operational needs of the Department may require little to no notice.
7. There shall be no modifications to any fire station or station grounds without written permission from the Department.
8. In cases where the patient is responsible for payment, the patient shall not be billed more than the amount of \$250.00 dollars per transport.
9. The Contractor shall meet the following performance-based standards:

A. Time targets based on priority medical dispatch codes:

Advanced Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Ten minutes (600 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Basic Life Support Five minutes (300 seconds) from dispatch time to on-scene arrival time 90 percent of the time.

Fifteen minutes (900 seconds) from dispatch time to on-scene arrival time 95 percent of the time.

Each response beyond these target times must be explained individually in writing by the Contractor; provided, however, that the measurement of response time targets may be suspended at the discretion of the City during periods when a Wilmington Weather Emergency Response Plan is in effect. These response times must be met in all areas of the City of Wilmington.

- B. A quality improvement plan must be submitted to and approved by the State EMS Medical Director. Quarterly reports must be submitted to the State and the City of Wilmington.
- C. The Contractor shall provide a consistent pattern of good quality ambulance service to all parts of the City of Wilmington.

- D. The Contractor shall provide consistent and quality participation in emergency preparedness planning and drills at no cost to the City of Wilmington.
- E. The Contractor must be located in the municipal boundaries of the City of Wilmington, in a non-residential section, which has been zoned commercial or industrial, and must remain in a non-residential commercial or industrial zone for the duration of the contract. The location of the Contractor must be approved by the City.
- F. The Contractor must comply with the City's NFIRS and DEMRS Reporting System Guidelines. All reports shall be completed in accordance with the current version of the "Statewide Standard Treatment Protocol, Delaware Basic Life Support Protocols, Guidelines and Standing Orders for Prehospital and Interfacility Patients" as published by the Delaware Health and Social Services, Office of EMS.
- G. In addition to any other requirements, the Contractor shall submit monthly reports to the City on the tenth day of each month for the previous month, which shall include at least the following information:
 - i. Daily call volumes by hour and by Contractor ambulance.
 - ii. Frequency and duration of time that Contractor ambulance was out of service.
 - iii. Instances and duration of time that the City of Wilmington Fire Department's or other ambulances were required because a Contractor's ambulance was out of service.
 - iv. Other information agreed to by parties.

10. Additional Contract Requirements:

- A. The contract will contain insurance and indemnification requirements satisfactory to the City as specified in Exhibit B.1 and B.4 of this Agreement. In addition, the Contractor will be required to provide a performance bond secured in the amount of one hundred thousand dollars (\$100,000.00) in favor of the City.
- B. The Contractor will be required to treat and transport any other Public Safety personnel injured in the line of duty at no cost to the individual. The injured party shall not be billed privately.

EXHIBIT B

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the "Agreement")

1. **Insurance Coverage.** Saint Francis Hospital, Inc. (the "Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers' compensation as required by law; and comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington ("City"). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.
2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the written approval of the City.
3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.
4. **Mutual Indemnification.** Contractor and City each agree to defend, indemnify, and hold harmless the other party, its parent companies, affiliates, employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys' fees, to the extent resulting from the indemnifying party's own negligent acts or omissions, or of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.
5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.
6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.
7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.
8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties via email and regular (USPS) mail as follows:

The City: City of Wilmington
Wilmington Fire Department
Emergency Operations Center
22 S. Heald Street
Wilmington, DE 19801
Attn: Michael Donohue, Chief of Fire

Contractor: Daniel Sinnott, CEO
Saint Francis Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

With a copy to: General Counsel/Legal Services
Saint Francis Healthcare Hospital, Inc.
701 N. Clayton St.
Wilmington, DE 19805

12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Compliance.** Contractor has developed and implemented a Corporate Compliance Plan and Code of Conduct to ensure that all business activities are in full compliance with all applicable federal, state and local laws. As part of its Corporate Compliance Plan and Code of Conduct, Contractor will comply with Contractor's Corporate Compliance Plan and Code of Conduct. Therefore, both parties mutually covenant, represent, warrant and agree that the establishment and operation of their respective facilities, businesses, services and personnel are and will continue to be in full compliance with all applicable federal, state and local laws. Specifically, the parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of their relationship that may constitute or be construed to constitute a violation of federal or state law regulation

If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in such matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

17. **Termination.** The City of Wilmington may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

18. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

20. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

21. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

**AGREEMENT BETWEEN THE CITY OF WILMINGTON AND
SAINT FRANCIS HEALTHCARE**

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2019 by and between the City of Wilmington, a municipal corporation of the State of Delaware (the “City”) and Saint Francis Hospital, Inc., a non-profit corporation of the State of Delaware, (“Contractor” and together with the City, the “Parties”).

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WHEREAS, the Contractor has agreed to perform such services.

NOW THEREFORE, WITNESSETH, that the Parties, in connection with their mutual promises made below, agree as follows:

- A. **Scope of Services.** Contractor shall provide the services specified in Exhibit A to this Agreement for the City.
- B. **Term.** The term of this Agreement shall be effective from 1 October 2019 through 1 October 2023.
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- D. **General Terms and Conditions.** The City of Wilmington General Terms and Conditions attached as Exhibit B to this Agreement are incorporated herein and are an integral part of this Agreement.

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Saint Francis Hospital, Inc.

Witness

By: Daniel Sinnott, President CEO
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EXHIBIT A

STATEMENT OF WORK

1. The Contractor, including its employees and equipment, shall meet all requirements for emergency medical ambulance service prescribed by the State of Delaware, the County of New Castle, and the City of Wilmington throughout the term of this agreement, including new standards of care and programs promulgated by the State of Delaware during the life of this contract.
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- E. The Contractor must be located in the municipal boundaries of the City of Wilmington, in a non-residential section, which has been zoned commercial or industrial, and must remain in a non-residential commercial or industrial zone for the duration of the contract. The location of the Contractor must be approved by the City.
- F. The Contractor must comply with the City's NFIRS and DEMRS Reporting System Guidelines. All reports shall be completed in accordance with the current version of the "Statewide Standard Treatment Protocol, Delaware Basic Life Support Protocols, Guidelines and Standing Orders for Prehospital and Interfacility Patients" as published by the Delaware Health and Social Services, Office of EMS.
- G. In addition to any other requirements, the Contractor shall submit monthly reports to the City on the tenth day of each month for the previous month, which shall include at least the following information:
 - i. Daily call volumes by hour and by Contractor ambulance.
 - ii. Frequency and duration of time that Contractor ambulance was out of service.
 - iii. Instances and duration of time that the City of Wilmington Fire Department's or other ambulances were required because a Contractor's ambulance was out of service.
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10. Additional Contract Requirements:

- A. The contract will contain insurance and indemnification requirements satisfactory to the City as specified in Exhibit B.1 and B.4 of this Agreement. In addition, the Contractor will be required to provide a performance bond secured in the amount of one hundred thousand dollars (\$100,000.00) in favor of the City.
- B. The Contractor will be required to treat and transport any other Public Safety personnel injured in the line of duty at no cost to the individual. The injured party shall not be billed privately.

EXHIBIT B

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(the Agreement as supplemented by these General Terms and Conditions shall hereinafter be referred to collectively as the "Agreement")

1. **Insurance Coverage.** Saint Francis Hospital, Inc. (the "Contractor") shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers' compensation as required by law; and comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington ("City"). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.
2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the written approval of the City.
3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.
4. **Mutual Indemnification.** Contractor and City each agree to defend, indemnify, and hold harmless the other party, its parent companies, affiliates, employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys' fees, to the extent resulting from the indemnifying party's own negligent acts or omissions, or of its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.
5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.
6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.
7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.
8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy/copies, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties via email and regular (USPS) mail as follows:

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22 S. Heald Street
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Saint Francis Hospital, Inc.
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With a copy to: General Counsel/Legal Services
Saint Francis Healthcare Hospital, Inc.
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12. **Independent Contractor.** Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Successors and Assigns.** This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. **Compliance.** Contractor has developed and implemented a Corporate Compliance Plan and Code of Conduct to ensure that all business activities are in full compliance with all applicable federal, state and local laws. As part of its Corporate Compliance Plan and Code of Conduct, Contractor will comply with Contractor's Corporate Compliance Plan and Code of Conduct. Therefore, both parties mutually covenant, represent, warrant and agree that the establishment and operation of their respective facilities, businesses, services and personnel are and will continue to be in full compliance with all applicable federal, state and local laws. Specifically, the parties agree to not knowingly participate in any activity pursuant to this Agreement or in any aspect of their relationship that may constitute or be construed to constitute a violation of federal or state law regulation

If and to the extent that any payment made hereunder is determined by a court or governmental agency with jurisdiction to have been illegal, the recipient shall promptly return the payment (or the portion thereof so determined to have been illegal) to the payer. All correspondence exchanged in such matters shall be deemed to be confidential, and shall be provided solely for the purposes of re-negotiation of the Agreement and settlement of a potential dispute. No such correspondence shall be deemed disclosed as to waive any privileges otherwise applicable to same.

17. **Termination.** The City of Wilmington may terminate this Agreement at its convenience upon two weeks' notice. In the event of termination, the City shall pay to Contractor any fees then due for services performed by Contractor through the effective date of termination, if such services have been performed as specified in the Agreement. Contractor, upon receipt of such payment, shall deliver to City any deliverables, reports, or other documents to the extent then completed.

18. **Severability.** The Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

19. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

20. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of New Castle County, Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

21. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.