

**EMERGENCY MEDICAL SERVICES  
AND  
MANAGEMENT AGREEMENT**

This Emergency Medical Services (EMS) Agreement is made and entered into on this 11th day of November, 2019, by and between the Township of Riverside, a body politic of the State of New Jersey, having an address of 237 S. Pavilion Avenue, Riverside, NJ 08075, (hereinafter called "Township"), and Palmyra Ambulance Association also known as Palmyra Cinnaminson Riverton EMS, a non-profit 501 (c)3 corporation organized under the laws of the State of New Jersey, having an address of 125 W. Broad Street, Palmyra New Jersey 08065 (hereinafter called "Provider"). The Township and Provider shall be collectively referred to as "Parties"

**WITNESSETH**

**WHEREAS.** The Township has designated the Provider as the provider of Emergency Medical Services, EMT Services, within the jurisdictional boundaries of the Township of Riverside, and

**WHEREAS.** The Provider agrees to perform such EMT Services in compliance with all applicable laws, regulations and licensure standards, and in accordance with the terms of this agreement, and

**WHEREAS.** The EMT Services to be rendered by the Provider are necessary for the general health, safety and welfare of the Citizens of the Township of Riverside, and

**WHEREAS.** This Agreement has been properly approved by the Township and Provider.

**NOW THEREFORE,** in consideration of their mutual promises, covenants and agreements herein contained, the Parties agree as follows:

**1. RELATIONSHIP OF THE PARTIES**

(a) Independent Contractor

It is mutually understood and agreed, by and between the Parties, that in the performance of the duties and obligations by the parties to this Agreement, each Party is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party

**2. OBLIGATION OF THE TOWNSHIP**

(a) Designation

Township, during the term of this agreement, shall designate the Provider as the Primary supplier of EMT Services within the jurisdictional boundaries of the Township of

Riverside and shall give notice to the Burlington County Communications Center to direct all emergency calls to Provider.

Township, during the term of this agreement, shall designate Provider as the solely responsible party to design, implement, modify and amend operations for delivery of EMT Services that may from time to time be mandated in any State or Local Law or Regulation having supervisory or regulatory authority over EMT Services.

Township shall not have nor exercise any control or direction over the methods by which the Provider, and its employees perform their work and functions excepting that Provider and its employees shall perform their work and duties in accordance with the current approved methods and practices in their profession. The Township's sole interest is to ensure that the EMT Services are performed in a competent, efficient and satisfactory manner.

Township agrees to purchase equipment for Provider not to exceed \$3500 per year.

(b) Waiver of Claims

The Township shall not have any claim, right or title to fees paid for performance of EMT Services to the Provider pursuant to this Agreement.

**3. OBLIGATIONS OF THE PROVIDER**

- (a) The Provider shall provide Basic Life Support EMT Services to the citizens, workers and visitors of the Township of Riverside 24 hours per day, 7 days a week, 365 days a year. The Provider will also provide Basic Life Support services in neighboring communities when available pursuant to their Mutual Aid Agreements. "Basic Life Support services" is defined as a basic level of pre-hospital care that includes patient stabilization, airway clearance and maintenance, cardiopulmonary resuscitation (CPR), hemorrhage control, initial wound care, fracture stabilization, and other techniques and procedures approved by the New Jersey Department of Health and Senior Services.
- (b) The Provider shall supply all personnel, equipment, vehicles and supplies necessary to provide Basic Life Support Services to persons in need of emergency medical treatment and or emergency transport to the closest appropriate medical treatment facility as dictated by the patient's condition, all without regard to a person's ability to pay for the services.
- (c) In the event a major incident or dispatches involving multiple patient (5) or more, the Provider shall provide an on-scene duty officer within a reasonable safe response time. The Provider represents that it is its goal to have an ambulance on scene to priority one calls within 8 minutes and 59 seconds 90% of the time as per national standard. These times are a guideline and the provider will continuously work to improve or exceed the standard call response times in accordance with industry safety standards and agency operating guidelines.

- (d) The Provider shall assist with fire scene related stand-by calls and police emergencies. The Provider agrees that it will staff a dedicated Basic Life Support unit for community or special events within the Township of Riverside for such things as community events, athletic events etc.
- (e) The provider agrees to supply the Police Department with oxygen supplies, including a bottle with regulator and first aid supplies for the patrol cars. We will also hydro test these bottles as required.
- (f) The Provider will allow all police officers to attend continuing education classes to support their certifications at no cost.

#### 4. **EMERGENCY VEHICLE COVERAGE AND STAFFING**

(a) The Provider shall at a minimum provide staffing for one (1) primary Basic Life Support licensed units 24 hours a day, 7 days a week, 365 days a year, including all holidays. This unit shall respond to all calls for service within the Township of Riverside and mutual aid calls pursuant to mutual aid agreements, when available.

- (b) Provider agrees that minimum staffing shall be defined as two New Jersey certified emergency medical technicians. Unit drivers must hold a valid New Jersey driver's license.
- (c) Provider shall provide a design layout and or photo showing lettering indicating service to the Township of Riverside, and any necessary lettering or symbols required by any licensing or regulatory requirements of the State of New Jersey.
- (d) Provider shall maintain a full time volunteer "Chief of EMS" responsible for the day to day operations of EMS services, as well as a career Duty Supervisors who will be in charge of the personnel, needed supply, scheduling and quality assurance. The Chief of EMS and Duty Supervisor shall be responsible for liaison to the Township Representatives and responses to major incidents when requested.
- (e) Provider shall determine, in its reasonable discretion, from time to time, the location of emergency units for best response, considering central geography, projected volume and housing.
- (f) All EMT personnel shall be groomed and neatly dressed in a recognizable uniform, supplied by the Provider, with the name badge visible, and will perform their duties in a professional, courteous and caring manner.
- (g) Provider shall not discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, medical condition, financial ability or disability, and

agrees to render treatment and care to all persons in the same manner and in accordance with the same standards as offered to other persons.

(h) Each EMT shall hold current certifications from the New Jersey Department of Health as an Emergency Medical Technician and a current certification in Professional Rescuer CPR. All staff shall be trained in the use of radio transmitting and receiving. The Provider shall maintain documentation of successful background investigations including fingerprinting for all personnel and staff. Provider shall regularly provide and maintain in-service training programs to emergency response staff to assure the maintenance of Basic Life Support services of the highest quality.

(i) Vehicle: PAA shall supply a licensed ambulance unit that meets all federal, state and local standards for licensure. Additionally, PAA shall be permitted to use, at the authorization and direction of the Township, the following vehicles owned by the Township: a 2011 Mercedes Ambulance (identified as vehicle #2392) and will be re-numbered as Ambulance #8096. This Ambulance will respond when in service from the Riverside Fire Department, located at 4 W. Scott Street in Riverside.

Insurance and Fuel: Riverside Township will insure the vehicle listed in Paragraph i and provide fuel for that vehicle.

## 5. BILLING

Provider shall comply with all State and Federal Laws related to billing, including any regulation imposed by the Department of Health or related Medicare/Medicaid. Uninsured consumers shall be provided charity or compassionate care or similar options to offset costs associated with services provided. All billing and collection efforts, expenses and liabilities associated therewith are the responsibility of the Provider. The Township is not responsible for any deficiencies suffered by the Provider for uncollected amounts from billing.

It is the intent of the Provider, to seek service reimbursement, only from insurance revenues collected, for Township "Residents". This means that "Qualified Residents" would not be personally billed for insurance co-payments, deductibles, rejected claims, for unpaid balances and if they are uninsured. Non-Township Residents' insurance providers will also be billed, but unlike Township "Resident's", nonresidents may be personally responsible for EMS service reimbursement balances not paid for by their insurance carriers.

**Definitions.** For the purposes of Emergency Medical Service charges, the following definitions shall apply:

a) "Taxpayer" shall mean any individual listed on the deed of ownership of any property located within the municipal boundaries of the Township of Riverside and their dependents as defined in Section C below. In the case of corporation, partnership, only those individuals retaining a twenty-five percent (25%) or greater ownership shall be considered a taxpayer. For the purpose

of determining a twenty-five percent (25%) or greater ownership, adult married or civil union partners may combine their ownership. Dependent as defined in paragraph c below shall be considered a taxpayer.

b) "Domiciled Resident" shall mean any individual whose legal domicile is within the Township of Riverside. Verification of domicile shall be based on voter registration, a State of New Jersey Driver's license, proof of filing a State of New Jersey income tax return from a Township of Riverside address or other proofs accepted under federal guidelines.

c) "Dependent" shall mean:

i) Any individual who is the spouse or an unemancipated child (natural, adopted or step-child) of a taxpayer or domiciled resident as defined in paragraphs a and b above;

ii) Any unemancipated child for whom the taxpayer or year round resident has been appointed legal guardian;

iii) Any individual who resides in a permanent domicile of the taxpayer or domiciled resident and is claimed as a dependent for Federal Income Tax purposes; or

iv) Any individual who resides in the permanent domicile of the taxpayer or domiciled resident, and who is deemed to be a dependent under the health insurance policy of the taxpayer or domiciled resident.

## **6. RECORDS, REPORTS AND AUDITS.**

(a) The Provider shall be required to provide the Township certain reports, records, and audits as described below. All such documents shall be provided to the Township of Riverside Township Administrator., in electronic form or in such form as may be regulated and mandated by State law.

(b) The Provider shall provide the Township a monthly report due on the 10<sup>th</sup> day of each month, for the previous month. The monthly report shall contain the following information.

1. Total number of Basic Life Support responses, to include number of patient transports and number of calls where a patient was not transported.
2. Response time for all calls, identifying the time of dispatch and time of arrival on scene.
3. The number of incidents calls were missed by Provider, including a reason why the incident call was missed.
4. The total number of stand-by assignments, special event assignments or other assistance to the Township of Riverside.

5. The Provider shall maintain and monitor a process for citizens complaints about response time and service, and notify Township of same in a manner that is compliant with HIPAA. All citizen complaints shall be responded to within three (3) business days.

(c) The Provider shall maintain proper documentation of calls for billing purposes.

(d) The Provider shall maintain documentation reflecting call response time exceeding eight (8) minutes 59 seconds for all priority one calls. All such data shall be included in the monthly report to the Township. Call response times shall be in accordance with industry safety standards and agency operating guidelines.

(e) The Provider shall comply with all privacy laws pertaining to medical records.

## 7. **INSURANCE**

(a) The Provider shall carry general liability insurance in the amount of \$1,000,000.00 per occurrence/ \$2,000,000.00 in the aggregate covering the Provider, its officers, servants and employees in the amount not less than above. The Provider will also carry commercial excess limited liability coverage in the amount of \$2,000,000.00 per occurrence/\$4,000,000.00 in the aggregate.

(b) The Provider shall carry medical malpractice and professional liability insurance with coverage in an amount not less than two million (\$2,000,000) dollars.

(c) The Provider shall be covered by Workers Compensation insurance as required by the Laws of the State of New Jersey and addressed above in the agreement to be under the Township of Riverside .

(d) The Provider shall carry Motor Vehicle insurance in the amount of \$2,000,000.00 limited liability coverage and \$2,000,000.00 uninsured motorist coverage.

(e) Provider shall list the Township on each policy.

## 8. **INDEMNIFICATION**

In consideration of the advantages, incentives and benefits derived, the Provider agrees to and shall defend and indemnify the Township, its directors, officers, employees, agents and affiliates against all losses, damages, and or liabilities arising through the acts, omissions or negligence of the Provider, its agents, servants, officers or employees.

## 9. **TERM.**

This Agreement shall be for a term of five years commencing on \_\_\_\_\_ and ending five years from that date. This Agreement will automatically renew for two year periods unless either party notifies the other in writing that they do not wish to renew said agreement 120 days prior to expiration.

## 10. TERMINATION

This agreement may be terminated upon the occurrence of any of the following events;

### Immediate Termination

- (a) Suspension, curtailment or revocation of Provider's participation in Medicare/Medicaid programs.
- (b) Suspension, curtailment or revocation of Provider's license to operate an EMT service, regardless of the pendency of any appeals on the issue of suspension, curtailment or revocation.
- (c) The Provider's failure or inability or continued eligibility for required insurance or cancellation of insurance for any reason.
- (d) The Provider's filing of a petition of bankruptcy, reorganization or assignment for the benefit of creditors.

### Termination by Breach or Default

- (a) This agreement may be terminated by reason of material breach or default of the Provider or Township of any terms, covenants or conditions contained in this agreement.
- (b) Written notice of the breach and or default shall be provided by the Township to the Provider or Provider to the Township.
- (c) The Provider or Township shall have 30 days to cure the Breach or default by written documentation or proofs of cure to the Township or Provider. The Township or Provider may allow, for cause, an additional 30 day period. The failure to cure the breach or default within the time allotted shall cause this agreement to be immediately terminated.

### Termination Without Cause

- (a) Either party may terminate this Agreement upon sixty (60) days written notice to the other party.

## 11. GENERAL APPLICATION

(a) Governing Law

The validity, enforceability and interpretations of any of the clauses of this agreement shall be governed by the laws of the State of New Jersey. Venue shall lay in the County of Burlington.

(b) Protected Health Information

The Provider shall conduct their business in accordance with all applicable laws, including the Health Insurance Protection and Accountability Act.

(c) Entire Agreement

This agreement contains the entire agreement of the Parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. This agreement supersedes any and all agreements between the Parties that relate to the delivery of EMT services to the Township. Any and all amendments, modifications or waivers shall be effective only if made in writing and executed by all Parties with the same formality as this agreement.

(d) Waiver

The failure of either Party to insist upon strict performance of any provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

(e). Severability

If any term, condition, clause or provision of this agreement shall be deemed to be void, by law or otherwise, then only that term, condition, clause or provision shall be stricken from this agreement and in all other respects, this agreement shall be valid and continue in full force, effect and operation.

(f) Notice

Any notice required to be given pursuant to the terms, conditions or covenants hereof, shall be in writing and sent by certified mail, return receipt required and regular mail and addresses as follows:

As to Township:

Mayor, Township of Riverside  
237 S. Pavilion Avenue  
Riverside NJ 08075

As to Provider:



Palmyra Ambulance Association  
125 W. Broad Street  
Palmyra, New Jersey 08065

(g) Counterparts.

This agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have hereto set their hands and seal the day and year first above written.

Attest

\_\_\_\_\_

Attest

\_\_\_\_\_

Township of Riverside

by \_\_\_\_\_

Palmyra Ambulance Association

by \_\_\_\_\_