

EMERGENCY CONTRACT PURSUANT TO N.J.S.A. 40A:11-6

Emergency Ambulance Service Agreement

This EMERGENCY AMBULANCE SERVICE AGREEMENT (hereinafter "Agreement"), is made and entered into on the date(s) indicated below, by and between Voorhees Township, whose principal place of business is located at 2400 Voorhees Town Center, Voorhees, New Jersey 08043 (hereinafter "Voorhees "), and Virtua Health Emergency Medical Services ("Virtua") with offices located at 303 Lippincott Drive, Marlton, New Jersey 08053.

WHEREAS, Voorhees desires to provide access to basic life support emergency medical services ("EMS") for the residents of and visitors to Voorhees; and

WHEREAS, due to unforeseen staffing and other issues, Voorhees is in need of a contractor who can provide quality EMS in a cost effective and efficient manner for Voorhees in an emergent manner due to an emergency affecting the public health, safety and welfare; and

WHEREAS, Virtua Health is a nonprofit corporation that is in the business of providing specialized medical care and patient transportation services as necessary to improve health care and reduce cost; and

WHEREAS, Voorhees and Virtua Health desire to enter into an Emergency Contract pursuant to N.J.S.A. 40A:11-6 due to the aforementioned emergency situation impacting the public health, safety and welfare of the residents of Voorhees; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Voorhees and Virtua agree as follows:

- 1) BASIC LIFE SUPPORT AMBULANCE SERVICE AGREEMENT:** Camden Central Communications is the agency (the "Agency") that receives 9-1-1 calls in Voorhees and dispatches ambulances for medical emergency calls. Voorhees shall instruct the Agency that when it determines a basic life support ambulance is needed to respond to a 9-1-1 call in Voorhees, it shall dispatch a Virtua unit dedicated to Voorhees at times that the Virtua Ambulance is in service as instructed by Voorhees. The Agency call taker shall tell the Virtua ambulance crew the full street address of the location of the call, the nearest cross street, and the nature of the emergency. The Virtua ambulance crew shall communicate with Agency on the assigned frequency.
- 2) PAYMENT FOR SERVICES BY PATIENT:** Virtua will provide treatment without regard to any patient's ability to pay, and will bill all appropriate payors and patients on a fee-for-service basis. Virtua shall have in place processes to improve and maintain accuracy of bills and shall use its best efforts to collect from third party payors before collection activity covered by the federal Fair Debt Collections Practices Act or comparable New Jersey law is commenced against the patient.

Voorhees shall not bill patients for costs incurred in conjunction with a transport

performed by Virtua.

- 3) **PAYMENT BY VOORHEES:** Virtua has agreed to provide Basic Life Support Ambulance Services in Voorhees as outlined in this Agreement at no (\$0.00) cost to Voorhees accepting payment from patient or third party payors as remuneration for the services provided.
- 4) **OBLIGATIONS OF VIRTUA:** In addition to other obligations set forth in this Agreement, Virtua shall provide Basic Life Support Ambulance Services in Voorhees as outlined below. Virtua agrees that failure to provide the following Basic Life Support Ambulance Services constitutes a material breach of the terms of this Agreement.
 - a) Virtua shall dedicate (2) ambulances to provide basic life support ("BLS") ambulance transportation services (as "basic life support" is defined in the statute governing emergency medical services, N.J.S.A. 26:2K-21, and in the regulations governing same, N.J.A.C. 8:40-1.1) during hours that are mutually agreed upon by Voorhees and Virtua.
 - b) Virtua shall staff the ambulances with the necessary personnel trained and certified as emergency medical technicians in accordance with the requirements of the State of New Jersey (certified, at a minimum, as EMTs by the New Jersey State Department of Health), who shall be responsible for providing basic life support (as defined herein) within the limits of their certifications. The ambulance shall carry a semi-automated external defibrillator model approved by the New Jersey Department of Health and Senior Services, Office of Emergency Medical Services.
 - c) Virtua shall maintain adequate records of the duties it performs pursuant to the Agreement, including but not limited to patient care reports, records of patient accounts, and financial records.
 - d) Virtua warrants and represents that it is licensed by the New Jersey Department of Health and Senior Services as a provider of BLS ambulance services, and that the vehicles it assigns to fulfill its obligations in this Agreement shall be licensed as BLS ambulances. Virtua shall maintain compliance with all applicable federal, state, county, and local laws, regulations, policies, procedures, and judicial and administrative decisions relating to licensure and requirements for provision of basic life support services in New Jersey.
 - e) During the term of this Agreement, Voorhees and Virtua hereby incorporate into this contract the mandatory affirmative action language of P.L. 1975, c. 127 (N.J.A.C. 17:27), as amended and supplemented from time to time.
 - f) The Virtua ambulances and crews providing service in Voorhees pursuant to

this Agreement will be subject to Virtua corporate Compliance Program, Clinical Quality Assurance Program, and management supervision.

- g) Virtua shall maintain written procedures for patient complaints. Virtua shall respond to any inquiries or complaints regarding the services it provides in Voorhees. Virtua will provide 24/7 contact information for on duty managers. A full investigation process will be maintained by Virtua. Department Directors and/or a Vice President will follow up with Voorhees Officials.
- h) Virtua shall provide as needed all forms, documents, and records for administration of Voorhees emergency medical services.
- i) Virtua shall respond to inquiries from government agencies, physicians, patients, and the public regarding Voorhees emergency medical services.
- j) Virtua shall provide response performance data as reasonably requested by Voorhees.
- k) Virtua will provide all necessary maintenance for the ambulances.

5) PROPOSAL AND RESOLUTION INCORPORATED HEREIN: The Virtua Proposal and the Voorhees Resolution are incorporated herein and shall become a part of this Agreement. To the extent there is a conflict between the Proposal and this Agreement, this Agreement shall control. To the extent there is a conflict between the Resolution and this Agreement, the Resolution shall control.

6) TRANSFER OF RIGHTS/RESPONSIBILITIES: This Agreement is intended to bind the parties, their heirs, successors and assigns. No party may sell, assign, lease sublease or otherwise transfer its rights and/or duties under this Agreement without the approval of the others, or the others' successor.

7) INSURANCE: Minimum insurance requirements placed with reputable companies licensed or authorized to do business in the State of New Jersey as follows:

- a) Commercial general liability insurance (including but not limited to personal injury, premises, completed operations and contractual liability) in an amount not less than \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate.
- b) Employment practices liability insurance with a limit of not less than \$3,000,000.00 in the annual aggregate.
- c) Automobile liability insurance covering use of all owned, non-owned and

hired automobiles with a combined single limit of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability.

- d) Professional liability insurance covering the service provider and each of its clinical employees, each with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the annual aggregate.
- e) Umbrella liability insurance with a limit not less than \$3,000,000.00 per occurrence.
- f) During the term of this Agreement, Virtua shall procure and maintain Workers' Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey.
- g) The following shall be Additional Insured with respect to all liability policies: Voorhees, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's, whether other available insurance be primary, contributing, or excess.

8) INDEMNIFICATION: Virtua agrees to save, indemnify and hold harmless Voorhees, its agents, servants, employees, officers, directors and insurance carriers from any and all liability, losses, claims, actions, costs, expenses, judgment, subrogation or other damages, including attorney fees resulting from injury to person or damage to property arising out of or incident to the performance of the terms of this agreement by Virtua or resulting from Virtua's failure to meet or continue to meet any or all of the duties specified in this agreement, or resulting from Virtua's failure to comply with any and all local, state or federal statutes, regulations, rules or procedures. Voorhees agrees to save, indemnify and hold harmless Virtua, its agents, servants, employees, officers, directors and insurance carriers from any and all liability, losses, claims, actions, costs, expenses, judgment, subrogation or other damages, including attorney fees resulting from injury to person or damage to property arising out of or incident to the performance of the terms of this agreement by Voorhees or resulting from Voorhees's failure to meet or continue to meet any or all of the duties specified in this agreement, or resulting from Voorhees's failure to comply with any and all local, state or federal statutes, regulations, rules or procedures.

9) NON-WAIVER: The failure of any party to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of any party's right to act on any violation thereof.

10) REMEDIES CUMULATIVE: All remedies under this Agreement at law or in equity shall be cumulative.

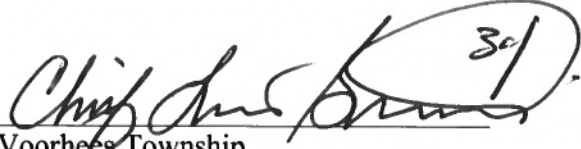
- 11) **NOTICES:** All notices required by this Agreement shall be in writing and shall be effective upon receipt, if mailed by registered or certified mail, return receipt requested, to the undersigned at the addresses of the parties set forth below, or to such other address as shall have been indicated in a notice given pursuant to this Section.
- 12) **SEVERABILITY:** If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without invalidating or otherwise affecting the remainder of this Agreement.
- 13) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and no representatives, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.
- 14) **MODIFICATION:** This Agreement may not be modified orally, or any other way except in writing signed by all parties to this Agreement.
- 15) **CHOICE OF LAW/CHOICE OF FORUM:** This Agreement shall be governed by the laws of the State of New Jersey, and any legal action arising under this Agreement shall be heard in the Superior Court of New Jersey. The venue for any litigation between the parties arising out of or resulting from this Agreement is Burlington County, New Jersey, and the parties irrevocably submit themselves to the jurisdiction of the courts in Burlington County, New Jersey and waive any right they have or may have to any other jurisdiction.
- 16) **CONFIDENTIALITY:**
- a) Patient Information: Virtua shall maintain the confidentiality of all patient records obtained during a transport, to the extent required by applicable law.
 - b) Proprietary Information: The parties acknowledge that the entire body of this Agreement, as well as any non-public business and financial information of either party constitute confidential information. Each party further agrees to protect the confidentiality of such information to the fullest extent possible and refrain from distributing or otherwise disseminating any such information regarding the other party, whether such information is obtained during the duration of this Agreement or during the negotiations thereof, to any person, agency, business or other entity, public or private, except in response to a properly constituted court order, or as otherwise required by law or regulation. Each party agrees to notify the other immediately if such a court order is received, and prior to any anticipated use or disclosure. Any violation of this provision shall constitute a material breach of this Agreement. However, nothing in this provision shall prevent each party from utilizing any non-financial statistical data derived from the operation of the BLS transport program for any lawful purpose, or non-identifying patient medical information for the purposes of education.

- 17) INDEPENDENT CONTRACTOR STATUS:** All parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter the control of the management, assets, and affairs of the respective parties. Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or a legal nature incurred by the other party to this Agreement.
- 18) LIABILITY:** Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party.
- 19) HEADINGS:** The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.
- 20) COUNTERPARTS:** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 21) TERM AND RENEWAL:** This Agreement shall be valid from August 16, 2022 through August 16, 2023, or until it is no longer necessary to respond to the emergent needs of the Township
- 22) TERMINATION:** In the event of material breach by either party, this Agreement may be terminated by the non-breaching party if the breaching party does not cure the breach within thirty (30) days of receiving written notice of the breach and intent to terminate the contract. The parties recognize that ongoing efforts at the state, county and local levels of government to consolidate government services may require the parties to renegotiate or void this Agreement and recognize that any governmental action to consolidate ambulance services would constitute a force majeure event entitling either party to terminate this Agreement.
- 23) ACKNOWLEDGMENTS AND CERTIFICATIONS:** By affixing their respective signatures below, the parties certify that they have read and understand each and every provision of this Agreement. Each party further certifies that it has had the opportunity to review this Agreement with an Attorney of its choosing. Each party certifies that it possesses the authority to enter into this Agreement, that it enters into this Agreement at arm's length, that it has not been subject to duress or other undue influence by any party during the negotiation of this Agreement, that the execution and performance of this Agreement by each party has been duly authorized by all necessary laws, resolutions or corporate actions, and that this Agreement constitutes valid and enforceable obligations of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.


John Masinger, DO, Executive Vice President/COO
Virtua

ATTEST 


Chris [unclear]
Voorhees Township

ATTEST 

DATE: 8/15/22