

Ambulance Service Agreement

Between

**TOWNSHIP OF ROCHELLE PARK
151 WEST PASSAIC STREET
ROCHELLE PARK, NEW JERSEY 07662**

and

Hackensack University Medical Center

This **AGREEMENT** (hereinafter referred to as the "Agreement") is made this 28th day of June 2018, by and between the **Township of Rochelle Park**, a New Jersey municipality with its principal place of business located at 151 West Passaic Street, Rochelle Park, New Jersey, 07662, (hereinafter referred to as the "Municipality") and **HMH HOSPITALS CORPORATION d/b/a HACKENSACK UNIVERSITY MEDICAL CENTER**, a New Jersey corporation maintaining its principal place of business at 30 Prospect Avenue, City of Hackensack, New Jersey, 07601 (hereinafter referred to as "HUMC"). The MUNICIPALITY and HUMC will hereinafter occasionally be referred to collectively as the "PARTIES".

WHEREAS, the Municipality is an incorporated municipality organized under the laws of the State of New Jersey, and seeks to provide basic life support ("BLS") ambulance services to the residents and visitors to the Municipality; and

WHEREAS, HUMC is a hospital that is fully licensed by the State of New Jersey to provide medical transportation, including basic life support ambulance services, and provides those services throughout the State of New Jersey; and

WHEREAS, the Governing Body of the Municipality enacted a resolution on 25 April 2018 that authorized the Municipality to enter into an Agreement with HUMC to provide basic life support ambulance services within the Municipality twelve (12) hours per day, seven (7) days per week; and

WHEREAS, pursuant to the terms of the Agreement, HUMC desires to provide this basic life support ambulance service;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, and for other good and valuable consideration, the receipts of sufficiency of which are hereby acknowledged, the PARTIES hereto, hereby agree as follows:

SECTION 1: RELATIONSHIP OF THE PARTIES

1.1 **Independent Contractor:** It is mutually understood and agreed that in the performance of the duties and obligations of the Parties of this Agreement, each party hereto 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 and employee of the other party.

SECTION 2: REPRESENTATIONS BY THE MUNICIPALITY

2.1 **Municipal Designations:** The Municipality hereby agrees to recognize HUMC as the designated contractor for providing basic life support ambulance services to the Municipality during the days and hours specified herein. Immediately upon the execution of this Agreement, the Municipality shall provide the Municipality Police Department Public Safety Answering Point ("PSAP") with written notice of this Agreement and said written notice shall state with specificity the terms of this Agreement that address when and how emergency ambulance calls during the designated periods should be directed to HUMC.

2.2 **Municipal Cooperation:** The Municipality hereby represents to HUMC that it has consulted with all concerned parties regarding the necessary cooperation for successful fulfillment of the terms of this Agreement, and that said parties have agreed to work cooperatively with HUMC in establishing open lines of communications with other governmental agencies, fire companies, police, and others who may work with, alongside or access the service of HUMC.

SECTION 3: OBLIGATIONS OF HUMC

3.1 **Ambulance Services:** HUMC will agree to maintain one (1) ambulance in a ready state to respond to emergency medical service calls received by the Municipality.

3.2 **Licensure**: The ambulance will meet the requirements of all acceptable Federal, State, and local laws, regulations, and licensure standards.

3.3 **Markings**: The ambulance shall be conspicuously lettered to denote that it is being operated by HUMC. Markings shall be in compliance with all State regulations.

3.4 **Maintenance**: The ambulance shall be maintained in sound mechanical condition and will be cleaned and properly stocked with the usual, necessary, and appropriate supplies as to their purpose and need.

3.5 **Infection Control Management**: HUMC shall be responsible for complying with all standards, practices, and regulations governing the management, treatment, and environmental control of patients, personnel, and equipment to prevent exposure or transmission of infectious disease.

3.6 **Non-Discrimination**: HUMC agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age, financial ability, medical condition, or any other classification protected by Federal or State law; and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.

SECTION 4: DISPATCH AND HOURS OF SERVICE

4.1 **Cooperation of the Police Department**: The Parties hereby recognize that all calls requesting emergency medical services from the Municipality are received by the Municipality Police Department and that it is the responsibility of the Police Department to thereafter dispatch an ambulance to respond to emergency calls. The Municipality

hereby agrees that it will work in cooperation with the Police Department to ensure that an ambulance is dispatched from HUMC pursuant to Section 4.2 below.

4.2 **Hours of Service:** The Police Department shall be instructed by the Municipality to contact HUMC twelve (12) hours per day, from 6:00am to 6:00pm, seven (7) days per week to respond to any and all requests for emergency medical service within the Municipality.

4.3 **Additional Calls for Service:** HUMC will be responsible for dispatching a second and subsequent ambulance for additional calls for emergency medical services during the term of this Agreement.

SECTION 5: RESPONSE TIMES

5.1 **Ambulance Response Time:** HUMC agrees that the primary ambulance will make all reasonable efforts to provide a response time of no more than eight minutes and fifty-nine seconds (8:59) minutes for ninety percent (90%) of the emergency calls to which it responds. Response time is calculated beginning when HUMC receives a request for service from the Police Department with sufficient information to dispatch an ambulance and ending when the ambulance vehicle arrives at the assigned location. In the event that mutual aid is required due to the contracted ambulance being already on a call within the Municipality, the mutual aid ambulance will not be required to meet the response time standard. HUMC will provide a monthly written report to the Township Administrator which will provide a summary of response times for all calls within the Municipality to which HUMC is requested to respond.

SECTION 6: PERSONNEL

6.1 **Vehicle Operators**: Each ambulance supplied by HUMC to provide basic life support ambulance services to the Municipality shall be staffed by two (2) licensed Emergency Medical Technicians (EMTs) who shall be employed by HUMC.

6.2 **Training and Appearance**: All personnel assigned to staff an ambulance that will be servicing the Municipality will receive all required training from HUMC. Additionally, all such personnel shall be groomed and neatly dressed in a recognizable uniform with name visible and will perform their duties in a professional and caring manner.

SECTION 7: POST LOCATION

7.1 **Post Location**: The Municipality hereby agrees to supply HUMC with an adequate location within the Municipality for stationing personnel and parking the ambulance during hours of operation. During the hours of operation, the ambulance shall be based at the designated post location and remain within the Municipality boundaries, unless transporting a patient to or from a health care facility or for other necessary operations. Should HUMC be required to relocate this ambulance for administrative or operational necessities, best efforts shall be made to immediately replace the ambulance for the duration of that period.

SECTION 8: COMPENSATION

8.1 **Invoicing**: The annual projected copay costs will be calculated by determining the number of residents projected to be transported by HUMC EMS multiplied by the average copay determined using existing internal HUMC billing data. The annual projected cost will be divided by twelve (12) and invoiced to the Township monthly. Utilizing 2017 data, the estimated number of billable calls was 807, with 60% of those

patients being residents of Rochelle Park. In 2017, the average copay calculated using HUMC EMS internal data was \$120. Following the formula, the responsibility of the Township of Rochelle Park is \$58,104. Since this proposal is for 12-hour per day, 7 days per week services, not 24/7 services, the proposed cost is half of the total projected, or \$29,052. The monthly invoice to the Township would therefore be \$2,421.

For non-residents, HUMC EMS will follow standard billing practices with balance billing to the patient for any outstanding copays.

8.2 Physical Location: HUMC shall have exclusive rights to designated space located at 151 West Passaic Street, Rochelle Park, New Jersey, 07662, for HUMC personnel and vehicles. The space is measured at 300 square feet. Commercially-reasonable costs for this space are \$14.00 per square foot.

HUMC shall pay the Municipality the sum of \$4200 per year in twelve (12) equal monthly payments of \$350 during the term of this Agreement provided that this space remains available and suitable for the exclusive use of HUMC.

SECTION 9: QUALITY ASSURANCE

9.1 Quality Assurance Program: HUMC agrees to establish a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which services are provided whenever appropriate.

SECTION 10: TERM

10.1 Term: This agreement shall be for an initial term of one (1) year commencing on 1 July 2018 and terminating on 30 June 2019, unless sooner terminated pursuant to the terms listed herein.

10.2 **Renewal**: The Parties agree that they will give notice to the other in writing of their intention to cancel this Agreement or any renewal thereof, at least sixty (60) days prior to the end of the respective term.

10.3 **Early Termination**: HUMC agrees that if, during the terms of this Agreement and any renewal thereof, (i) they fail to meet New Jersey State Department of Health licensing guidelines; or (ii) they fail to meet acceptable and proven standards of the industry; or (iii) they fail to comply with the terms and provisions of this Agreement, after written notice and failure to cure the problem within thirty (30) days from receipt of said notice, the Agreement may be terminated by the Municipality, prior to the expiration of the term thereof upon written notice to HUMC.

Either party shall also have the right to terminate this Agreement, at any time, without cause, upon providing 60 days' notice to the other party.

SECTION 11: INSURANCE AND INDEMNIFICATION

11.1 **Insurance**: HUMC agrees that at all times throughout the duration of this Agreement, they will maintain General and Professional Liability Insurance within limits of \$1,000,000.00 per individual and \$3,000,000.00 per occurrence, naming the Municipality as additional insured. HUMC will provide the Municipality with a Certificate of Insurance evidencing such coverage during each year of this Agreement. HUMC further agrees to provide automobile insurance for all vehicles, and workers compensation insurance for all employees, in accordance with HUMC standard practices.

11.2 **Indemnification**: HUMC hereby agrees to indemnify the Municipality, and to defend and hold it harmless from, all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses

(including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of HUMC, its agents, officers, or employees in the performance of its duties and responsibilities under this Agreement.

The Municipality hereby agrees to indemnify HUMC, and to defend and hold it harmless from, all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of the Municipality, its agents, officers, or employees in the performance of its duties and responsibilities under this Agreement.

11.3 **Limitation on Liability of HUMC**: It is hereby agreed and understood that any responsibility or obligations on the part of HUMC to provide basic life support ambulance services to the Municipality is specifically and strictly limited to the Hours of Service designated in Paragraph 4.2 herein. Any change of the hours in Paragraph 4.2 shall and must be agreed to in writing by both the Municipality and HUMC.

SECTION 12: GENERAL PROVISIONS

12.1 **Notices**: All notices, requests, demands, and other communications hereunder shall be deemed to have been fully given if delivered in hand or transmitted by facsimile if followed by a copy by mail postmarked within three (3) business days or if mailed by certified or registered mail:

To Municipality:	Township of Rochelle Park
	151 West Passaic Street
	Rochelle Park, New Jersey 07662
	Attn: Township Administrator
	Tel:
	Fax:

With Copy To: Joseph J. Rotolo
50 Summit Avenue
Hackensack, New Jersey 07601
Tel: 201-343-0088
Fax: 201-343-0006

To HUMC: Hackensack University Medical Center
5 Summit Avenue, Suite 205
Hackensack, NJ 07601
Attn: Michelle Kobayashi, Administrative Director
Tel: 551-996-1192
Fax: 551-996-1195

With Copy To: Hackensack University Medical Center
30 Prospect Avenue
Hackensack, NJ 07601
Attn: Jason Kreitner, VP Senior Operations Officer
Tel: 551-996-5737
Fax: 551-996-0924

12.2 **Governing Law:** This Agreement shall be construed under and governed by the laws of the State of New Jersey and the parties hereto agree that any suit or action in law or in equity may only be brought in the Superior Court of New Jersey, Bergen County, and said court shall have sole and exclusive jurisdiction over the law suit.

12.3 **Fees and Expenses:** Each party to this Agreement will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

12.4 **Entire Agreement:** This Agreement is complete, and all promises, representations, understandings, and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both the Parties.

12.5 **Amendment**: This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the Parties.

12.6 **Assignability**: This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the Parties hereto and their respective successors or assigns, but it shall not be assignable by HUMC to another private company or any other entity without the prior written consent to the Municipality.

12.7 **Waiver**: The failure of either of the Parties hereto to require the performance of a term or obligation under this Agreement or the waiver by either of the Parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder.

12.8 **Severability**: In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision or part of a provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or un-enforceable provision or part of a provision had never been contained herein.

12.9 **Section Headings**: The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

12.10 **No Payment for Referrals**: Any amounts to be paid by the Municipality to HUMC hereunder have been determined by the parties through good-faith and arms-length bargaining to be the fair market value of the services to be rendered to District hereunder. No amount to be paid hereunder is intended to be, nor shall it be construed to be, an

inducement or payment for referral of patients by the Municipality or any affiliate of the Municipality, to HUMC. In addition, no amount paid or advanced hereunder includes any discount, rebate, kickback or other reduction in charge. The parties shall comply in all respects with all applicable requirements of the Medicare and Medicaid Fraud and Abuse "safe-harbor" regulations (the "Safe-Harbor Regulations") as they may exist from time to time, including, but not limited to, the requirements of the Safe-Harbor Regulations, and any amendments thereto, and shall comply with all applicable directives, orders or other lawful pronouncements of any lawful authority related to those Safe-Harbor Regulations. Each party agrees to cooperate fully in any investigation regarding such matters and, to the extent reasonably feasible, to attempt to settle such investigation, and any formal charges associated therewith for monetary relief without resort to trial on the merits.

12.11 **Medicare Access to Records:** In the event that Section 952 of P.L. 96-499 [42 U.S.C. Section 1395x(v)(1)(I)] (the Omnibus Reconciliation Act of 1908, provisions relating to Medicare) is applicable to this Agreement, the Municipality agrees as follows: until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the Municipality shall make available, upon written request by the Secretary of the federal Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and all books, documents and records of the Municipality that are necessary to certify the nature and extent of the cost of services pursuant to this Agreement. If HUMC carries out any of its duties under this Agreement through a subcontract having a value or cost of \$10,000 or more over a 12 month period, with a related organization (as defined in 42 CFR 405.427), HUMC shall cause such related organization to make

available, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of such costs on the same basis that HUMC itself would have been required to provide such materials had it performed directly the duties covered by such subcontract.

12.12 **Corporate Compliance**: The Municipality represents that it shall cooperate with and to the extent applicable abide by HUMC's Section 6032 policies under the Deficit Reduction Act of 2005, including any Corporate Compliance Program now or hereafter instituted by HUMC and its affiliates. HUMC will make its Corporate Compliance Program available upon request in writing and/or electronically to the Municipality and it shall make it available to its employees and managers as necessary for its interaction with HUMC.

12.13 **Sanctioned Person or Entity**: The Municipality represents and warrants that it is not a Sanctioned Person or Entity. For purposes of this Agreement, the term "Sanctioned Person or Entity" means a person or entity who (i) has been excluded by the Office of the Inspector General of the Department of Health and Human Services from participation in Medicare, Medicaid or any state health care program (defined at 42 C.F.R. § 1001.2) pursuant to 42 C.F.R. Part 1001 or (ii) has been excluded by the State of New Jersey Department of Human Services from participation in New Jersey's Medicaid program pursuant to 42 C.F.R. Par 1002. District shall notify HUMC within ten (10) days after it receives notice that it is a Sanctioned Person or Entity. HUMC shall have the right to terminate this Agreement without penalty at any time after learning that HUMC is a Sanctioned Person or Entity.

12.14 **Warranty Against Federal Healthcare Program Exclusion**: Each Party warrants and represents that (i) it is not currently excluded, debarred, or is otherwise ineligible to participate in any federal health care program, and (ii) it has not entered a plea of guilty or *nolo contendere*, or has been convicted of a criminal offense, related to the provision of healthcare items or services but not yet been excluded, debarred, or otherwise ineligible to participate in any federal healthcare program, and (iii) it does not employ or contract with any individual or company that has been excluded, debarred or is otherwise ineligible to participate in an federal healthcare program. Each party shall notify the other party within five (5) days, in writing, of any change in this representation if circumstances change to render this representation false during the term of this Agreement. Such change in circumstances shall be considered a material breach by the notifying party, and shall constitute good cause for the receiving party to immediately terminate the Agreement.

12.15 **Confidentiality**: The Parties agree that both during and after the terms of this Agreement, no Party or their respective employees, officers, or agents, will divulge or disclose to any one, except as required by law, any information regarding the terms of this Agreement, patients, or other confidential information. The parties will comply with all laws and regulations, state and federal, relating to the confidentiality and privacy of patient personal data, including any and all privacy regulations implemented now or in the future under the Health Insurance Portability and Accessibility Act ("HIPAA"). Each Party agrees to notify the other within twenty-four (24) hours of its discovery of any personal data in its possession, which is improperly used, copied, or removed by anyone except an authorized representative of such Party. The Parties will cooperate with each other in taking appropriate steps to enjoin the misuse, regain possession of the data, and otherwise

protect patients' privacy. Neither Party shall use the Confidential Information disclosed to it by the other Party under this Agreement other than to ensure the provision of the highest quality of services. For the avoidance of doubt, this duty of confidentiality shall survive the expiration or termination of this Agreement.

12.16 **Construction**: The parties acknowledge that each of them and their counsel had an opportunity to review this Agreement prior to its execution and that neither this Agreement nor any of its terms will be construed against either party. This Agreement may be executed in counterparts, and electronic signatures hold the same force and effect as original signatures.

SECTION 13: MISCELLANEOUS

13.1 **Miscellaneous**: The following documents are attached hereto and are incorporated herein by reference:

- a. Resolution No. 2018-99 adopted on 25 April 2018 of the Mayor and Council of the Township of Rochelle Park.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date set forth above.

**HMH HOSPITALS CORPORATION d/b/a HACKENSACK UNIVERSITY
MEDICAL CENTER**

By: _____
Name: Ihor S. Sawczuk, M.D.
Title: President

MUNICIPALITY OF ROCHELLE PARK

By:  _____
Name: Robert Davidson
Title: Township Administrator