

**SHARED SERVICES AGREEMENT BETWEEN
THE TOWNSHIP OF TOMS RIVER
AND THE SILVERTON FIRST AID SQUAD, INC.
REGARDING BILLING AND COLLECTION SERVICES**

This agreement provides for the Township of Toms River (hereinafter "Toms River" or "Township") to provide, through its third-party billing agent, billing and collection services for the Silverton First Aid Squad, Inc. (hereinafter "Silverton EMS" or "Squad"), in exchange for a designated percentage of the proceeds collected. Accordingly, the Township and Silverton EMS agree as follows:

1. **Parties.** The Township is a municipal corporation established and operating under the laws of the State of New Jersey. The Township operates its EMS program under a license granted to it by the New Jersey Department of Health and Senior Services-Office of Emergency Medical Services. Silverton EMS is a first aid squad established in 1964 and operating under the license granted to the Township by the New Jersey Department of Health and Senior Services-Office of Emergency Medical Services.

2. **Term.** This agreement initially shall be for a period of one (1) year, commencing retroactively from January 1, 2019, and ending December 31, 2019. This agreement shall be automatically renewed for additional one-year periods on the same terms and conditions unless one of the parties shall notify the other, in writing, of its desire to terminate the agreement no less than 60 days prior to the end of the current term. If notice to terminate is not timely provided, this agreement automatically renews as provided herein.

3. **Billing and Distribution of Funds.**

a. The Township shall use its designated third-party billing and collection service (hereinafter "the service") to directly bill patients serviced by the Squad for reasonable and customary costs of emergency medical treatment and transportation, as established under Chapter 68 of the Township Code. The service's fee, established pursuant to its separate contractual arrangement with the Township, shall be deducted from the funds billed and collected. The parties acknowledge that there are 3 separate fees charged for an EMS transport: load fee; mileage fee; and supply fee. Silverton EMS shall receive 100% of the mileage and supply fees. The parties shall split the load fee collected as follows: :

- Silverton: 80%;
- Township: 20%.

b. The Township shall provide monthly billing reports to Silverton EMS and payments within 30 days to Silverton EMS of receipt from the insurance carriers.

c. Silverton EMS shall be responsible for its own fuel, repair, and equipment supply costs.

d. The Squad shall be responsible to pay for its annual insurance premiums.

e. The state-issued license to Silverton EMS authorizing it to bill for EMS Services shall remain dormant during the term of this agreement and any subsequent renewals. Silverton EMS shall operate under the Township's state-issued license. Accordingly, the Squad is precluded from simultaneously receiving the revenue-sharing provided under this agreement and billing independently under its own license.

4. **Reporting Obligations.**

a. Upon request, the Squad shall provide to the Township any and all of the following records, in the medium requested by the Township within 30 days of the receipt of the request by the Squad:

- reports of responses to all calls, including on-line access to all call sheets
- audits and all financial statements
- roster of personnel, copies of driver's licenses and certifications
- regulatory filings with any governmental agency
- reports filed with any governmental agency

b. The Squad shall provide to the Township complete electronic access at all times to the on-line charting system.

5. **Dispatching of Silverton EMS.** The Township Joint Board of Fire Commissioners shall arrange for dispatching emergency service calls to Silverton EMS. Silverton EMS shall utilize the services of the Township's Spillman and Computer Aided Dispatch (CAD) systems. Any disputes or questions over this policy shall be directed in writing to the Township Business Administrator and shall be decided by an agreed upon third-party mediator.

6. **Organizational Structure.** Silverton EMS shall operate within the Township's organizational structure, which is codified in Chapter 68 of the Township Code. The Director of the Division of Community Services ("Director") is in charge of the overall EMS program. All final decisions relating to the Township and Silverton EMS programs are vested in the Director. Any disputes between the parties shall be addressed with a third-party mediator. The Squad agrees to immediately address and remedy any infractions involving the volunteer members of the Squad to the satisfaction of the Director. The Squad's failure to address and remedy such infractions shall allow the Township to render its agreement null and void.

7. **Medical Director.** Dr. Lawrence Derochers has been retained by the Township as the Medical Director of the Township's EMS program. Silverton EMS has agreed to utilize the services of the Township's Medical Director. As Medical Director, Dr. Derochers has final authority of all medical issues, including, but not limited to, review of all call sheets, regardless of the medium maintained, of the Township and the Squad.

8. **Entire Agreement.** This agreement constitutes the only and entire agreement of the parties and supersedes any prior written or oral agreement.

9. **Severability.** If any portion of this agreement is invalidated by a court of competent jurisdiction, that portion shall be severed and the remaining provisions of this agreement shall remain in full force and effect.

10. **Intent to be Legally Bound.** Both parties represent that they intend to be legally bound by this agreement.

11. **Authority to Execute.** The parties represent and warrant that this agreement has been executed by individuals legally authorized to do so and that they have approved this agreement in accordance with their respective legal requirements and procedures.

12. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey.

13. **Forum Selection.** Any disputes arising out of or relating to this agreement shall be instituted in the Superior Court of New Jersey, Ocean County vicinage.

14. **Assignment.** No party to this agreement may assign its rights, duties, or obligations under this agreement without the other party's prior written consent.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 27th of March, 2019, which shall be effective on the date stated above.

ATTEST:

Sean Moynihan
SEAN MOYNIHAN
Board of Directors

SILVERTON FIRST AID SQUAD

Kevin M. Geoghegan
KEVIN GEOGHEGAN
President and Business Administrator

ATTEST:

Destiny Reynolds
DESTINY REYNOLDS
DEPUTY TOWNSHIP CLERK

TOWNSHIP OF TONIS RIVER

Thomas F. Kelaheer
THOMAS F. KELAHER
Mayor