

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of January, 2019,
by and between the Township of Delran (hereinafter referred to as "Delran") and Delran
Emergency Squad Inc. (hereafter referred to as "DES").

WITNESSETH

WHEREAS, DES is an ambulance organization, consisting of Emergency Medical
Technicians, that provides basic life support services and emergency medical transport (hereinafter
"EMS") within the boundaries of Delran and other municipalities of Burlington County; and

WHEREAS, Delran is in need of 24 hour per day basic life support services and
Emergency Medical Technician staffing to meet the health, safety and welfare of its residents; and

WHEREAS, DES desires to assist Delran by supplying its basic life support services and
EMS in an effort to contain costs and promote the health and welfare of the community; and

WHEREAS, it is believed that the health, safety and welfare of the residents of Delran
will benefit from this Agreement; and

WHEREAS, DES has expressed a desire to provide EMS services under this Agreement;
and

WHEREAS, DES agrees to perform such EMS services as proposed, in compliance with
all applicable laws, regulations, licensure standards, and in addition to the terms and conditions set
forth herein.

NOW THEREFORE, in consideration of the mutual covenant and agreements herein
contained, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES

A. Independent Contracting Parties: This is an agreement for services only. The parties further understand that DES is an independent contractor and all of the personnel assigned by DES pursuant to this Agreement are members of DES. The personnel are not employees of Delran. With the exception of workers' compensation insurance, which shall be provided by Delran through the Burlington County Joint Insurance Fund ("JIF") for only the first twelve (12) months of this Agreement, DES acknowledges that it is otherwise responsible for any and all matters related to the payment of federal, state, and local payroll taxes, salaries, workers' compensation insurance and fringe benefits for its employees and members. No party to this Agreement is the principal, agent or representative of the other party. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties. DES shall indemnify and hold Delran harmless for any penalty, claim, liability or damages arising as a result of DES' failure to fulfill its duties as set forth in the preceding sentences. While Delran may be requested by DES to assist in evaluating or making supervisory decisions regarding the DES members, DES shall nevertheless retain ultimate control over such matters.

2. OBLIGATIONS OF PARTIES

A. Services:

(i) DES shall perform its services and obligations in accordance with the terms of this Agreement and shall comply with all applicable laws, regulations and licensure standards governing the reimbursement, transportation and care of patients. DES agrees to provide basic life support services as well as emergency response and transport to all residents and visitors of Delran 24 hours a day and 365 days a year during the Term hereof. Services shall include all incidents classified as "Basic Life Support." DES' response guidelines shall be within the establishment

licensure requirements of the NJDOH. Basic Life Support is the standard of medical care rendered, in accordance with professional guidelines and standards, that, based on New Jersey State Law, includes oxygen therapy, basic traumatic life support, basic cardiac life support, airway management, use of an automatic external defibrillator, and all other aspects of care as provided for by the EMT-Basic National Curriculum as published by the National Highway Traffic Safety Administration.

B. Designation: Delran designates DES as its supplier of EMS services.

C. Facilities: Delran shall provide DES the use of Delran's facilities, including Station 239, located at 900 S Chester Ave, Delran, NJ 08075, which shall be strictly used for services rendered pursuant to this Agreement. Delran shall provide for appropriate space for personnel and the storage of supplies and vehicles, as is necessary to meet the terms of this Agreement.

D. Vehicles: DES shall supply ambulances that meet all federal, state and local standards for licensure. The parties agree that an ambulance is a licensed emergency vehicle equipped and operated in accordance with the standards of the law including N.J.A.C. 8:40, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility.

E. Fuel: Delran shall provide fuel at no charge for the vehicle(s) in Paragraph 2(D) used to perform services under this Agreement.

F. Maintenance: DES shall provide maintenance, directly or through a cooperative agreement with other parties, for those ambulances which are used for performing the services required by this Agreement.

G. Readiness: It is the sole responsibility of DES to ensure that all ambulances provided by DES shall be in sound mechanical condition and properly supplied, in accordance with their purpose and need. In the event that the ambulance is rendered inoperative, DES must, directly or

through a cooperative arrangement with other parties, correct the deficiencies or replace the vehicle with a back-up ambulance, which is similarly supplied and equipped.

H. Inspection: Delran shall have the right to inspect the Ambulance utilized by DES and to make recommendation as to supplies, repair, maintenance or upgrades which are necessary for the performance by DES of the services required by this Agreement. DES remains solely responsible for determining whether supplies, repairs, maintenance or upgrades suggested by Delran are necessary. Nevertheless, DES remains responsible for ensuring that vehicles which are used for performing the services required by this Agreement meet all statutory and regulatory requirements.

I. Billing and Contribution:

(i) DES shall bill patients, guarantors of payment and patients' insurance companies for services rendered pursuant to this Agreement. DES shall execute follow-up phone calls and dunning letters to insurance companies, guarantors of payment and patients as appropriate.

(ii) Except as otherwise specifically identified in this Agreement, Delran shall not provide any monetary compensation to DES for services rendered pursuant to this Agreement nor shall Delran be liable to pay for any services provided by DES in this Agreement, the sole payment for services being the responsibility of the parties in the preceding Sub-Paragraph 2I(i).

(iii) Upon execution of this Agreement by the parties, Delran shall provide DES with a loan of \$26,000.000. DES shall repay the same to Delran without interest no later than December 31, 2019.

J. Disposable Medical Supplies: DES shall, at its expense, directly or through a cooperative arrangement with other parties, provide, and replenish as needed, all necessary disposable and/or

consumable medical supplies. Disposal of contaminated waste in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of DES.

K. Hours of Service: The vehicles provided by DES will be staffed by DES twenty-four (24) hours per day, seven days a week. The hours may be altered if the volume of calls changes to other hours, upon written agreement by the parties.

L. Coverage: DES agrees to have available during the times agreed upon, a properly trained staff to operate properly equipped ambulances provided by DES to respond to Delran's EMS calls.

M. Employees Licensure and Certifications: DES shall be responsible to ensure its members maintain appropriate licenses and certifications and meet the requirements of all applicable Federal, State and Local laws, regulations, licensure and certification standards for the operation of ambulances and provision of emergency medical services.

N. Vehicle Operators: All ambulance operators provided hereunder will possess a valid driver's license and shall be at least 19 years of age and satisfy all other reasonable conditions which are mutually agreed upon by the parties.

O. Staff and Personnel: All ambulances will be staffed with personnel who will, at the least, be certified to the level of Emergency Medical Technician – (EMT) and will be familiar with the geography and routes of the region.

P. Appearance: All personnel shall wear a uniform, supplied by DES, identification badge which identifies them as representing DES, and shall perform their duties in a professional, courteous and caring manner.

Q. Infectious Control Management: DES shall be responsible to comply 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.

R. Non-Discrimination: DES agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, creed, color, national origin, ancestry, religion, sex, marital status, civil union status, domestic partnership, affectional or sexual orientation, age, financial ability, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual or disability, and agrees to render treatment and care to all persons in the same manner.

S. Quality Assurance: To the extent permitted by law and subject to DES's patient privacy considerations as set forth and acknowledged in Section 2(V) below, DES agrees to allow Delran to conduct periodic audits of the services rendered and all financial information, billing, records, call logs, accounts payable and receivable reports and documentation under this Agreement. Delran may audit DES at its own expense and upon three (3) days written notice to DES. Such audit shall be conducted during daytime hours between 9:00 a.m. to 5:00 p.m.

T. Complaints: DES shall respond to any complaints made against it within a time frame acceptable to all parties. DES shall respond to Delran in a prompt manner and shall list the nature of the complaint, its investigative findings and, if necessary, a corrective action plan.

U. Reporting: DES shall, to the extent permitted by applicable federal, state and local laws, permit Delran access to call log information pertaining to services rendered pursuant to this Agreement. DES shall provide Delran with all mutually agreed upon reports and statistical data as requested.

V. Patient Medical Records: Notwithstanding Delran's auditing and DES' disclosure requirements pursuant to this Agreement, the parties acknowledge that medical records of patients are of a confidential nature. DES agrees to establish those procedures necessary to maintain the confidentiality and security of health care records as required by law. DES further agrees to comply with the Health Insurance Privacy and Portability Act (HIPAA) at all times. DES' failure to comply with HIPAA shall be considered a material breach of this Agreement and will subject DES to full liability for such a breach.

W. Subcontracts: Delran must approve in advance all subcontracts entered into by DES, if any, for the purpose of performing DES' obligations under this Agreement.

X. Public Information: Except as required by law, DES shall not publish any findings based on data obtained from operations pursuant to this Agreement without the prior written consent of Delran, whose consent shall not be unreasonably withheld.

Y. Sole Property of Delran: Subject to the limitations set forth in Section 2(V) above, all reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property produced under this Agreement shall be shared by Delran and DES. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by any person, agency or corporation other than Delran or DES.

3. INSURANCE/INDEMNIFICATION

A. Insurance:

(i) Delran shall provide DES with only general liability insurance for personal injury and property damage and workers' compensation by way of the JIF at Delran's expense for only the first twelve (12) months of this Agreement. Thereafter, DES shall pay for all appropriate

general liability insurance for personal injury and property damage and workers' compensation as a result of the contracted services in an amount sufficient, and as mutually agreed upon between the parties, to protect DES and Delran as a result of DES performing the contracted services. To the extent such insurance is not provided by way of the JIF, Delran shall be listed as an additional insured on any liability insurance policy obtained by DES. To the extent such insurance policies are not provided by way of the JIF, such insurance policies shall require thirty (30) days prior written notice to Delran of any cancellation or change, which would affect the coverage, required herein. To the extent such insurance policies are not provided by way of the JIF, DES shall also provide certificates of insurance to Delran. Such certificates shall be identified as an Exhibit and will be attached hereto and made a part hereof. DES' insurance with regard to this Agreement must act as primary coverage, not excess or contributing coverage. DES shall assure Delran that all subcontractors are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(ii) After the initial twelve (12) month period, if Delran and DES agree that general liability insurance for personal injury and property damage and workers' compensation shall be provided by Delran for DES by way of the JIF, DES shall reimburse Delran for the costs of providing the same.

(iii) Delran shall at all times provide automobile liability insurance for only the vehicles Delran owns that are operated by DES pursuant to this Agreement.

B. Indemnification: DES shall indemnify, save harmless and defend Delran, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of Delran, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including

death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Agreement or by the performance of any work under this Agreement, including all suits or actions of every kind or description brought against Delran, either individually or jointly with DES for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with this Agreement, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of DES, its employees, Subcontractors or agents or others under DES' control.

4. TERM AND TERMINATION

A. This Agreement shall commence on January 21, 2019 and continue unless terminated by either party, until December 31, 2019. Thereafter, this Agreement shall automatically renew for successive six (6) month terms (each a "Renewal Term"). Any new terms and conditions under a Renewal Term shall be renegotiated prior to the commencement of the Renewal Term. Any party to this Agreement may terminate this Agreement at any time for any reason by providing the non-terminating party thirty (30) days advance written notice of their intent to terminate the Agreement. However, if DES terminates this Agreement without cause pursuant to this Section 4, DES agrees to grant Delran an additional sixty (60) day extension (for a total of ninety (90) days) of this Agreement in order to find a suitable replacement for DES.

5. FAILURE TO PERFORM

A. In addition to any remedy available to Delran, should DES fail to provide any services required of it pursuant to this Agreement, Delran may elect to provide for any such service, directly or by a third party.

6. SUBJECT TO NJDOH SETTLEMENT

A. The parties acknowledge this Agreement is conditioned upon DES's successful compliance with the terms of the November 14, 2018 Settlement Agreement executed by DES and NJDOH, attached hereto as Exhibit "A". DES shall operate under the supervision and Basic Life Support Agency License of EMS Consulting Services' for a period of twelve (12) months, starting with the date DES commences operations. The parties further acknowledge that DES shall operate under a Basic Life Support Agency license issued to it by NJDOH after the expiration of the initial twelve (12) months. DES shall provide proof of both licenses to Delran upon its receipt of the same. DES shall notify Delran of any temporary/permanent suspension or revocation of its license or its permission to operate under the EMS Consulting Services' license due to enforcement and/or compliance actions taken by NJDOH or any other state or federal regulatory agency. Notwithstanding the notice requirements of Section 4 of this Agreement, in addition to any remedy available to Delran, Delran may terminate this Agreement in writing without advance written notice of its intent to do so, should DES' ability to provide services pursuant to this Agreement be suspended or revoked for any reason.

7. GENERAL PROVISIONS

A. Access to Records: DES shall maintain its own books and records and shall permit access to such books and records as required by law, including but not limited to Section 952 of the Omnibus Reconciliation Act of 1980 and shall impose the same requirements on any and all independent contractors, subcontractors, associates or agent that render services pursuant to this Agreement.

B. Modification or Waiver: A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this

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

C. Assignment: This Agreement may not be assigned by any party hereto, nor shall the performance of any of the duties hereto be delegated by any party without the written consent of all the other parties. Consent not to be unreasonably withheld.

D. Arbitration: Any controversy, dispute or disagreement arising out of or relating to this Agreement, or the breach thereof, shall be settled by Arbitration, which shall be conducted in Burlington County, New Jersey in, accordance with the American Health Lawyers Association Alternative Dispute Resolution Services Rules of Procedure for Arbitration and judgment on the award rendered by the arbitrator maybe entered into any court having jurisdiction thereof.

E. Compliance with Laws: DES and Delran shall comply with any and all applicable labor laws and laws regarding equal employment opportunities whether federal, state, or local. Neither Delran nor DES shall discriminate on the basis of national origin, race, color, religion, age or sex. The parties further agree to cooperate to modify this Agreement as needed to comply with any and all laws, including not limited to, anti-referral laws, anti-kickback laws and/or tax laws.

F. Severability: In the event that any provision or portion of this Agreement shall be determined to be invalid and/or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law, unless the Agreement, as so construed, would substantially frustrate the purpose of the parties in entering into this Agreement.

G. Notices: Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, to Delran and/or DES as the case may be as follows:

Township of Delran:

900 Chester Avenue
Delran, New Jersey 08075
Attn: Jamey Eggers, Township Clerk

Platt & Riso, P.C.
40 Berlin Avenue
Stratford, NJ 08084

Delran Emergency Squad Inc.:

900 Chester Avenue
Delran, New Jersey 08075
Attn: Josephine Hubbs, President

Comegno Law Group, P.C.
521 Pleasant Valley Avenue
Moorestown, NJ 08077
Attn: Jeffrey R. Caccese, Esquire

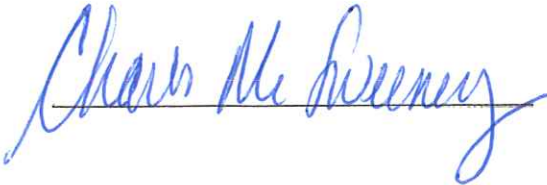
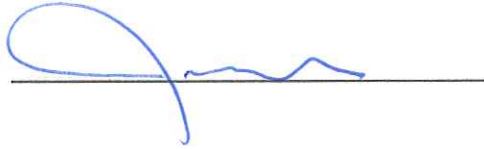
H. Governing Law: This Agreement shall be governed by the internal laws, not the laws pertaining to choice of laws of conflict of laws, of the State of New Jersey.

I. Entire Agreement: This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

Attest:

Delran Emergency Squad Inc.

A handwritten signature in blue ink, appearing to read "Charles Mcweeney", written over a horizontal line.A handwritten signature in blue ink, written over a horizontal line.

Attest:

Township of Delran

A handwritten signature in black ink, appearing to read "Jeffrey S. Hatcher", written over a horizontal line.

Jeffrey S. Hatcher, Administrator

A handwritten signature in blue ink, appearing to read "Ken Paris", written over a horizontal line.

Ken Paris, Mayor

EXHIBIT “A”

SETTLEMENT AGREEMENT

THIS SEPARATION AGREEMENT ("Agreement") is made by and between THE DELRAN EMERGENCY SQUAD, (hereinafter referred to as "DES") and the STATE OF NEW JERSEY, DEPARTMENT OF HEALTH (hereinafter referred to as "Department") (hereinafter collectively "Parties"), pursuant to the following terms and conditions:

WHEREAS, the DES is a licensed with the Department as a Basis Life Support Agency;

WHEREAS, on or about July 9, 2018, the Department issued a Notice of Summary Suspension (Investigation Control No. 2018-0072V), which summarily suspended the DES's license to operate as a Basic Life Support Agency (hereinafter "Summary Suspension"); and

WHEREAS, on or about August 8, 2018, the DES filed an appeal and a request for Emergent Relief with the Department seeking to lift the suspension of the DES as a Basic Life Support Agency (hereinafter "Appeal"); and

WHEREAS, the request for Emergent Relief filed by the DES was transferred to the New Jersey Office of Administrative Law, OAL Docket, No.: HLT 12264-2018 S; and

WHEREAS, the parties wish to avoid the expense and uncertainty of litigation;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DES and the Department hereby agree as follows:

- 1. The Department agrees that the Summary Suspension of the DES Basic Life Support Agency license will immediately be lifted, and the DES will be permitted to operate pursuant to the below terms;**
- 2. The DES will implement the terms set forth in the Corrective Action Plan (hereinafter "CAP") mutually agreed to by the parties;**
- 3. Upon the execution of this Settlement Agreement, and pursuant to and in accordance with the terms of the CAP, the DES agrees that it has engaged EMS Consulting Services (hereinafter "EMS") and will operate under EMS's Basic Life Support Agency license for a period of twelve (12) months from the date that EMS commences operations;**
- 4. Pursuant to and in accordance with the terms of the CAP entered into between EMS and DES, DES agrees to implement the following during the terms of the CAP:**
 - EMS shall maintain operational control, in consultation with the Delran Emergency Squad's Board of Directors, township leaders, Delran Emergency Squad's legal counsel, and the Department of Health to ensure compliance with all standards and operational guidelines;**

- EMS shall provide the development, management of and will maintain an EMS program that is consistent with state and national standards for the practice and emergency care.
- EMS shall provide the developing and implementing of EMS policies, procedures, and protocols to meet NJ and national EMS standards;
- EMS shall establish and monitor a program to ensure DES' ongoing regulatory compliance with all state licensing required for persons and equipment associated with Delran Emergency Squad.
- EMS shall have a program in place that will maintain compliance with local, state, and federal rules and regulations including billing compliance;
- EMS shall assure that calls are responded to by a fully licensed and equipped ambulance with two Emergency Medical Technicians;
- EMS shall maintain a work schedule with Delran Emergency Squad to provide basic life support ambulance service on a twenty-four hour a day, seven days a week basis.
- EMS shall provide oversight for Delran Emergency Squad education and training programs;

5. The Parties agree that after the expiration of the twelve (12) months operating under the CAP and the EMS Department issued Basic Life Support Agency license, the DES will no longer operated under the EMS license, but will begin operation under the Basic Life Support Agency license issued to the DES by the Department;

6. For no less than twelve (12) months after the DES ceases utilizing EMS's Basic Life Support Agency license and begins operating under its own Basic Life Support Agency license, the DES will retain EMS for consulting services only;

7. The Department further agrees that it will forego any and all monetary penalties that could have been issued to the DES provided the DES satisfactorily implements the terms of the CAP;

8. Both parties agree and acknowledge that this Agreement does not constitute an admission of any kind by either party.

9. The parties agree that if DES violates any terms of this Settlement Agreement, DOH's Notice of Summary Suspension of the DES Basic Life Support Agency may be immediately reinstated. DES retains the right to challenge the Summary Suspension if it is reinstated.

10. DES, for itself and on behalf of its insurers, agents, employees, heirs, executors, personal representatives, successors and assigns, agrees to the terms described in this Agreement, in final settlement of any claims DES has or may have with respect to the July 9, 2018 Notice of Summary Suspension.

11. Pursuant to N.J.A.C. 1:1-19.1c(2), the signed Settlement Agreement will be forwarded to the clerk of the OAL and to the assigned ALJ. , 13. This Settlement Agreement constitutes the entire agreement and understanding between and among the Parties hereto with respect to its subject matter, and supersedes any prior or contemporaneous representations, whether oral or written.

12. The Parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of this matter between the Parties.

13. The Parties hereby waive any claim from payment of counsel fees incurred in connection with this Settlement.

14. By their signature, each Party signing this Settlement Agreement represents and warrants that it is authorized to execute this Agreement.

15. This Settlement Agreement is entered into in lieu of a final determination of such claims and allegations of fact as are contained in the aforementioned contested matter. The entering into, terms of, and promises exchanged in this Settlement Agreement are not intended to be and shall not be construed as, an admission or concession of any fact, claim or liability of any party. The terms of this Settlement Agreement are intended to avoid further litigation in this proceeding.

16. This Settlement shall not constitute a precedent in this or any other matter, present or future.

17. The parties agree that this Agreement may be signed in counterparts and that facsimiles of signatures will have the same force and effect as original signatures. This Agreement may also be exchanged by the Parties via electronic mail for the purposes of securing signatures and will be fully enforceable as an original document.

18. It is understood between the parties that neither party has relied upon any representation, express or implied, made by any other party or their counsel or any of their representatives, and that this Agreement constitutes the entire understanding of the parties and cannot be modified except in writing signed by all of the parties hereto.

19. In the event that any section or part of this Agreement shall be found to be void or unenforceable, such section or part shall be deemed to be surplusage and the remainder of the Agreement shall remain in full force and effect.

20. The parties agree that this Agreement shall be interpreted in accordance with the laws of the State of New Jersey. All disputes arising under or relating to this Agreement or the breach of this Agreement shall be brought exclusively in the State courts of the State of New Jersey.

21. By signing this Agreement, each signatory represents that he or he is a Party or has been duly authorized by a Party to sign on that Party's behalf and that this Agreement is duly authorized, approved and consented to as to terms.

Intending to be legally bound hereby, the Delran Emergency Squad and the State of New Jersey, Department of Health execute the foregoing Agreement as indicated below.

DELRAN EMERGENCY SQUAD

Print Name

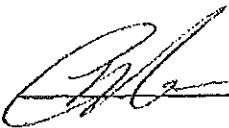

JOSEPHINE HUBBS, President

DATED: 11/13/2018

WITNESS:

**STATE OF NEW JERSEY,
DEPARTMENT OF HEALTH**

CHRISTOPHER NEUWIETH
Print Name



DATED: 11/14/18