

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of January 2019 by and between Riverside Township, a New Jersey municipal corporation (Hereinafter referred to as "Township") and Delran Emergency Squad, Inc, a New Jersey non-profit corporation (hereinafter referred to as "DES"). The Township and DES may from time to time be collectively referred to as the "Parties".

WITNESSETH

WHEREAS, DES is an ambulance organization consisting of emergency medical technicians whom provides basic life support services and emergency medical transport (hereinafter "EMT") within the boundaries of Delran Township and other municipalities of Burlington County; and

WHEREAS, the Township is in need of twenty-four (24) hours per day, seven (7) days per week Emergency Medical Services to meet the health, safety and welfare of its residents; and

WHEREAS, DES desires to assist the Township by supplying its ambulance organization 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 Riverside Township will benefit from this Agreement; and

WHEREAS, DES has expressed a desire to provide Emergency Medical Services coverage under this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants 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 in the herein Agreement is an independent contractor, and all of the personnel assigned by DES to the Township's business in order to fill relevant job position(s) are members of DES and only of DES. The personnel are not Township employees, and the DES expressly indemnifies the Township from such claims. DES acknowledges that it is responsible for any and all matters related to the payment of federal, state and local payroll taxes, Worker's Compensation Insurance, salaries and fringe benefits for its employees and members. Neither party 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 the Township harmless for any penalty, claim, liability, deficiency or damages arising as a result of DES' failure to fulfill its duties as set forth in the preceding sentences. While the Township may be called up by DES to assist in evaluating or making supervisory decisions regarding DES members, DES shall nevertheless retain

ultimate control over such matters.

2. OBLIGATIONS OF PARTIES

- a. Services: 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.
- b. Designation: The Township designates DES as the supplier of EMS Services.
- c. Facilities: DES shall provide its own adequate facilities, including appropriate space for personnel and the storage of necessary supplies and vehicles.
- d. Vehicle: DES shall supply a licensed ambulance unit that meets all federal, state and local standards for licensure. Additionally, DES shall be permitted to use, at the authorization and direction of the Township, the following vehicles owned by the Township: 2009 Ford Expedition (identified as vehicle #EMS23) and 2009 Ford Expedition (identified as vehicle #EMS2390) and a 2012 Mercedes Ambulance (identified as vehicle #2392).
- e. Insurance and Fuel: Riverside Township will insure the vehicles listed in Paragraph D and provide fuel for those vehicles.
- f. Maintenance: DES shall provide maintenance, directly or through a cooperative arrangement 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: The Township shall have the right to inspect the ambulance utilized by DES and to make recommendations as to supplies, repair, maintenance or upgrade which are necessary for the performance by DES of the services required by this Agreement.
- i. Compensation: The Township agrees to compensate DES in accordance with the terms outlined herein.
 - i. DES will use billing practices that are in compliance with Federal Medicare rules and regulations. DES shall not use aggressive collection tactics or place any resident in any type of collection agency activity. Residents with balances after normal billing practices shall be written off to a township account.
 - ii. Upon execution of this Agreement by the parties, the Township shall provide DES with a loan of \$14,000. DES shall repay the same to the Township without interest no later than December 31, 2019.
- j. Disposable Medical Supplies: DES will, at the expense of DES, directly or through a cooperative arrangement with other parties, provide, and replenish as needed, all necessary disposable and/or consumable medical supplies.

- k. Hours of Service: The necessary vehicles provided by DES will be staffed by DES twenty-four (24) hours per day, seven (7) days a week. The hours may be altered if the volume of calls changes to other hours, upon written agreement of the parties.
- l. Coverage: DES agrees to have available during the times agreed upon, a properly trained crew to operate the ambulance provided by DES to respond to the Township's EMS calls.
- m. Employees Licensure and Certifications: DES will 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 emergency medical services.
- n. Vehicle Operators: All ambulance operators provided hereunder will possess a valid driver's license and shall be at least twenty-one (21) 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 and will be familiar with the geography and routes of the region.
- p. Appearance: All personnel shall wear a uniform, supplied by DES, an 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, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or disability; and agrees to render treatment and care to all persons in the same manner.
- s. Quality Assurance: DES agrees to conduct, in cooperation with the Township, periodic audits of the service rendered to residents of Riverside Township. The Township may audit DES at the Township's own expense and upon seven days written notice to DES. Such audit shall be conducted during daytime hours of 9:00 a.m. to 5:00 p.m.
- t. Complaints: DES will respond to any complaints made against it within a time frame acceptable to both parties. DES will respond to the Township in a prompt manner and will list the nature of the complaint, its investigative findings and, if necessary, a plan of corrective action.
- u. Solicitation of Donations: DES shall be allowed and shall be the only party allowed herein to solicit and otherwise request the donation of funds from individual residents and businesses located within Riverside Township for the purpose of supporting

Emergency Medical Services within the Township.

3. INSURANCE/INDEMNIFICATION

- a. The parties to this agreement specifically reserve the issue of the responsibility of the provision of insurance for future discussion and, if necessary, an addendum to this agreement. The Township shall also provide certificates of insurance evidencing coverage of the vehicles owned and utilized under this Service Agreement, and currently identified as vehicle #EMS23, vehicle #EMS2390 and vehicle #2392 under Paragraph 2(D) above. Such Certificate shall be identified as an Exhibit and will be attached hereto and made a part hereof. Moreover, such insurance policies shall require thirty (30) days prior written notice of any cancellation or change, which would affect the coverage, required herein.
- b. Indemnification. DES shall indemnify, hold harmless and defend the Township from and against any and all costs, expenses, (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person or governmental authority arising out of or in any way connected with their performance under this Agreement, and the Township shall not be liable on Account of:
 - i. Any failure by DES to perform any of the Agreement's terms, covenants or conditions required to be performed by DES;
 - ii. Any failure by DES to comply with any statutes, ordinances, regulations or orders of any governmental authority, or
 - iii. Any accident, death or personal injury or damage to or loss or theft of property which shall occur wholly or in part by reason of any act or omission of DES, its agents, contractors, invitees, members or employees.

4. TERM AND TERMINATION

- a. This Agreement shall commence immediately, and continue, unless terminated by either party, until December 31, 2019. Thereafter, this Agreement shall automatically renew for successive one-year terms (each a "Renewal Term"). The terms of compensation and any new terms and conditions under a Renewal Term shall be renegotiated prior to the commencement of the Renewal Term. Either party may terminate this Agreement at any time for any reason by providing the non-terminating party within sixty (60) days advance written notice of their intent to terminate the Agreement.

5. HIRING

- a. For so long as this Agreement shall remain in effect, the Township shall not hire any person to perform services similar or identical to those performed for the Township by DES members. However, the Township may hire employees to perform necessary services which differ substantially from those performed for the Township by DES members.
- b. For as long as this as this Agreement is in effect, the Township shall not hire or

attempt to hire any of the DES members or employees, whether providing services to the Township under this Agreement or otherwise, without the express written consent of DES. Should the Township breach this provision, DES may seek damages.

- c. DES shall have the final determination with regard to all hiring and termination decisions of DES members. At the time of this contract, the responsibility of insurance is not resolved, and if insurance coverage becomes the responsibility of the Township, the parties agree to revisit this issue.

6. OBSERVANCE OF VACATION, HOLIDAYS, SICK DAYS AND PERSONAL DAYS

- a. Any applicable vacation periods, sick days, personal days and paid holidays to be provided by DES to said members shall be done in accordance with DES policies and procedures. The Township acknowledges and agrees to honor, as reasonable, all vacation periods, sick days, personal days and paid holidays on behalf of DES members. The payment of any and all wages and benefits shall be the sole responsibility of DES. No employee or volunteer of DES shall bring any claim for wages to the Township, and the Township will be indemnified by DES against the same.

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 Acts 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 Agreement 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 reasonably 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 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: Both DES and the Township shall comply with any and all applicable labor laws and laws regarding equal employment opportunities, whether federal, state or local. Neither the Township nor DES shall discriminate on the basis of national origin, race, color, religion, age, sexual orientation or gender. The parties

further agree to cooperate to modify this Agreement as needed to comply with any and all laws, including but 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 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 the Township and/or DES as the case may be, at the offices specified as follows:

If to Township:
Riverside Township
Attn: Township Clerk
Municipal Bldg.
1 West Scott St.
PO Box 188
Riverside NJ 08075

If to DES:
Delran Emergency Squad
Attn: Squad President
900 S. Chester Ave
Delran, NJ 08075

- h. Governing Law: This Agreement shall be governed by the internal laws, not the laws pertaining to choice of laws of conflicts 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.
- j. Subject to NJ DOH Settlement Agreement: The parties acknowledge this Agreement is conditioned upon DES's successful compliance with the terms of the December 14, 2018 Settlement Agreement executed by DES and NJ DOH. 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 NJ DOH after the expiration of the initial twelve (12) months. DES shall provide proof of both licenses to Township upon its receipt of the same. DES shall notify the Township 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 NJ DOH or any other state or federal regulatory agency.

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

ATTEST:

Riverside Township

Lorraine M. Hatcher, Mayor

ATTEST:

DELRAN EMERGENCY SQUAD, INC.

Josephine Hubbs, President

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