

AGREEMENT

This Agreement made on this 1st day of January, 2021, by and between **MAURICE RIVER TOWNSHIP**, (hereinafter "Maurice River" or "Township") with an address at 590 Main Street, Leesburg, New Jersey 08327; and **INSPIRA MEDICAL CENTERS, INC.** , a New Jersey non-profit corporation, (hereinafter Inspira), with an address at 165 Bridgeton Pike, Mullica Hill, New Jersey 08062, hereby agree to the following:

WHEREAS, Inspira is a New Jersey non-profit tax exempt corporation that is fully licensed to provide medical transportation service throughout the South New Jersey area; and

WHEREAS, Township is a political subdivision located in the County of Cumberland and State of New Jersey; and

WHEREAS, Township is desirous of entering into an agreement with Inspira to provide emergency medical and ambulance services to the entire Township on a twenty-four (24) hours a day, seven (7) days a week basis to support the needs of Township's emergency medical services system (the "Services"); and

WHEREAS, Inspira is also desirous of providing the Services on the terms and conditions set forth in this Agreement; and

WHEREAS, Township has adopted Resolution No. 128-2020, awarding a contract to Inspira as the provider of ambulance services for the entire Township of Maurice River for the period of January 1, 2021 through December 31, 2025; and

NOW, THEREFORE, in consideration of the foregoing, the mutual representation and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1: REPRESENTATIONS BY TOWNSHIP

1.1 Township Recognition. Township hereby recognizes Inspira as a designated Emergency Medical Service provider for the Township. Township shall give notice to the appropriate Communication Center for 9-1-1 service requests to direct all emergency medical service calls in the Coverage Area (as defined below) to Inspira during the term of this Agreement.

1.2 Township Cooperation. Township agrees to work cooperatively with Inspira in establishing open lines of communication with other governmental agencies, fire companies, police and others who may work with, alongside, or access the service of Inspira.

SECTION 2: OBLIGATIONS OF INSPIRA

2.1 Ambulance Services. Inspira shall maintain one (1) primary ambulance in a ready state to respond to emergency medical service calls under this Agreement (the "Primary Ambulance"). Inspira further agrees to have one (1) secondary ambulance available for dispatch if additional emergency medical service calls are received while the Primary Ambulance is already in use (any such secondary ambulance dispatch to the Coverage Area to provide Services under this Agreement is hereinafter referred to as a "Secondary Ambulance").

2.2. Area of Coverage. The area of Maurice River Township to be covered by Inspira under this Agreement is the entire Township (the "Coverage Area").

2.3 Additional Coverage. Inspira agrees to work in conjunction with, and will act as back up for, as necessary, the Dorothy Volunteer Fire Company which provides ambulance service to the Milmay portion of Maurice River Township.

2.4. Licensure. The Primary and Secondary Ambulance(s) will meet the requirements of all acceptable Federal, State, and local laws, regulations, and licensure standards.

2.5 Inspection. Township, the governing body, and any authorized Township representatives, have the right to inspect the Primary Ambulance utilized by Inspira and the right to recommend adjustments to the Primary Ambulance so that the needs of the Township will be served.

2.6 Maintenance. The Primary and Secondary Ambulance(s) 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.

2.7 Infectious Control Management. Inspira 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.

2.8 Non-Discrimination. Inspira agrees not to differentiate or discriminate in the delivery of its service to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability, political affiliation or medical condition; and agrees to render treatment and care to all persons in the same manner and in accord with the said standards as offered to other persons.

SECTION 3: HOURS OF SERVICE AND DISPATCH PRIORITY

3.1 Cooperation of Township Communications Center. Township hereby recognizes that all calls requesting emergency ambulance services within the Coverage Areas shall be directed to Inspira to respond to such emergency medical service calls. Inspira hereby agrees that it will work in cooperation with the Communications Center to ensure that an ambulance is dispatched from Inspira in accordance with paragraphs 3.2 and 3.3 hereof.

3.2 Dispatch of Emergency Requests. The Communications Center shall be instructed to contact Inspira to respond to any and all requests of emergency ambulance service within the Coverage Area.

3.3 Dispatch of Non-Emergency Requests. In the event a request is made for non-emergency ambulance transfer within the Coverage Area, such request will be assigned to, and handled by, Inspira and billed accordingly by Inspira in accordance with its normal billing practice.

SECTION 4: RESPONSE TIMES AND QUALITY ASSURANCES

4.1 Response Time. Inspira shall maintain a fractal response time of 13 minutes. Fractal response shall be defined as the measurement of response time beginning with the time of initial dispatch to a 911 request, ending at the time Inspira arrives at the location of the incident. Each incident is considered as either a success or failure. Averaging of fractal times is not an acceptable standard.

4.2 Quality Assurance. Inspira agrees to establish a regular system of measurement to ensure compliance to the standards listed herein and agrees to submit quarterly reports to Township verifying such response performance conduct.

SECTION 5: INSPIRA PERSONNEL

5.1 Vehicle Operations. Each ambulance supplied by Inspira to provide Services to the Township under this Agreement shall be staffed by two (2) certified Emergency Medical Technicians (“EMTs”) who shall be employed or contracted by Inspira and will be familiar with the geography and routes within the Coverage Area (each, an “Inspira EMT”).

5.2 Training and Appearance. All Inspira EMTs will receive driver training, as well as safety and loss training, from Inspira. Additionally, all Inspira EMTs shall be groomed and neatly dressed in a recognizable uniform with name badge visible and will perform to service the Township’s emergency medical service needs.

5.3 EMT-Defibrillation. All Inspira EMTs will receive training on defibrillation equipment to ensure that a higher level of life saving equipment and knowledge will be available to service the Township’s emergency medical service needs.

5.4 Non-Discrimination Clause. Inspira will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, ancestry, age, sex, or liability for military service. Inspira will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, national origin, ancestry, age, liability for military service, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Inspira agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause.

Inspira will, ensure that all solicitations or advertisements for employees placed by or on behalf of Inspira, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, ancestry, age, sex or liability for military service.

SECTION 6: FACILITIES LOCATION

6.1 Facilities Location. Inspira's emergency medical service's operation is located at 600 Cedar Street, Millville, New Jersey 08332, and this shall be its location for stationing personnel and parking the Primary Ambulance during all hours of service. During the hours of operation, the ambulances shall be based at this location unless transporting a patient to or from a hospital.

SECTION 7: COMPENSATION

7.1 Billing and Collection. Inspira shall be solely responsible for and shall have the exclusive right to bill, collect, and retain all fees and charges from individuals who receive transport services and/or their respective third party payers for the Services provided under this Agreement.

7.2 Subsidy. In consideration of the foregoing reimbursement, and in recognition that Inspira has agreed to provide ambulance service as set forth herein at no direct cost to the Township for the period of this Agreement there shall be no additional subsidy.

7.3 Political Contribution Disclosure. The undersigned does hereby attest that Inspira, its subsidiaries, assigns or principals controlling in excess of 10% of the company have not made a contribution that is reportable pursuant to the Election Law Enforcement commission pursuant to N.J.S.A. 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c19, affect the term of the contract to any political party committee in the Township of Maurice River if an member of that political party is serving in an elective public office of said Township when the contract is awarded, or to any candidate committee of any person serving in an elective public office of said Township when the contract is awarded.

SECTION 8: TERM

8.1 term. This Agreement shall be in effect for a period of five (5) years commencing on January 1, 2021 and terminating on December 31, 2025.

8.2 Renewal. Both parties acknowledge that in accordance with New Jersey Law the maximum period of time for this Agreement is five (5) years.

8.3 Early Termination.

- a) Inspira agrees that if, during the term of this Agreement, Inspira fails to meet New Jersey State Department of Health or Office of Emergency Medical Services licensing guidelines, after written notice and failure to cure the problem within thirty (30) days from receipt of said notice, this Agreement may be terminated by Township prior to the expiration of the term thereof, upon written notice to Inspira.
- b) Inspira agrees that if, during the term of this Agreement, Inspira (i) is subject to dissolution proceedings, voluntary or otherwise, (ii) ceases to operate or (iii) otherwise has its charter suspended or revoked herein, this Agreement may be terminated by Township prior to the expiration of the term thereof, upon written notice to Inspira.

SECTION 9: INSURANCE AND INDEMNIFICATION

9.1 Insurance. Inspira agrees that all times during the term of this Agreement, Inspira will maintain General and Professional Liability Insurance with limits of \$1,000,000.00 per occurrence.

9.2 Indemnification by Inspira. Inspira hereby agrees to indemnify Township, and to defend and hold Township 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 Inspira, its agents, officers or employees, in the performance of its duties and responsibilities under this Agreement.

9.3 Indemnification by Township. Township hereby agrees to indemnify Inspira, and to defend and hold Inspira 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 Township, its agents, officers or employees, in the performance of its duties and responsibilities under this Agreement.

SECTION 10: GENERAL PROVISIONS

10.1 Notices. All notices, requests, demands and other communication hereunder shall be deemed to have been fully given if delivered by hand or mailed by Certified or registered mail as follows:

Township: Denise Peterson, Municipal Clerk
Maurice River Township
590 Main Street
P.O. Box 218
Leesburg, NJ 08327

Inspira: Inspira Medical Centers, Inc.
EMS/ Ground Transportation
600 Cedar Street
Millville, NJ 08332
Attn: Vice President of Facilities

With a copy to: Inspira Health
165 Bridgeton Pike
Mullica Hill, NJ 08062
Attn: General Counsel

10.2 Laws Governing Jurisdiction. 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 a court within the State of New Jersey, and said court shall have sole and exclusive jurisdiction over the lawsuit.

10.3 Fees and Expenses. Each party to this Agreement will bear its own expenses in connection with the negotiation and consummation of the arrangement contemplated by this Agreement.

10.4 Entire Agreement. This Agreement is complete, and contains 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 hereto, have been expressed herein.

10.5 Amendment. This Agreement may not be amended, and any waiver, change, modification, consent, or discharge may not be affected, except by an instrument in writing, signed by both of the parties and only in accordance with New Jersey Law.

10.6 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 Inspira to another provider or any other entity without the prior written consent of Township.

10.7 Waivers; Severability. 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. In the event that any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or enforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision, of this Agreement, but this Agreement shall be construed as if such illegal unenforceable provision, or part of a provision, had never been contained herein.

10.8 Section Heading. This Section and other headings contained in this Agreement are for reference purpose only and shall not affect meaning or interpretation of this Agreement.

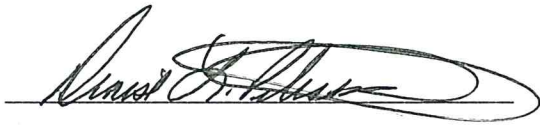
10.9 Compliance with Applicable Healthcare Laws. The parties believe this Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in this Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party in contravention of any applicable law.

10.10 Local Public Contracts Law. N.J.S.A 40A:11-1, et seq. (the Local Public Contracts Law) provided that a public body may enter into a contract for ambulance transportation and emergency medical services after a "fair and open process" and, to that end, the Township represents that it has conducted such "a fair and open process".

IN WITNESS THEREOF, the parties have executed this Agreement as of the date set forth above.

WITNESS:

MAURICE RIVER TOWNSHIP



By: J. Roy Oliver, Mayor
Date:

12/18/2020

WITNESS:

INSPIRA MEDICAL CENTERS, INC.

By: Brandon Bardowsky, Vice President of Facilities
Date:

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By: Brandon Bardowsky, Vice President of Facilities

Date:

12/21/20