

## AGREEMENT FOR EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT FOR EMERGENCY AMBULANCE SERVICES ("Agreement"), made this 19 day of June, 2009, between THE BOROUGH OF PALISADES PARK, with a principle address at \_\_\_\_\_, New Jersey, ("Palisades Park"), and ENGLEWOOD HOSPITAL AND MEDICAL CENTER, INC. a New Jersey non-profit hospital with a principle address at 350 Engle Street Englewood New Jersey 08103 ("EHMC"). Palisades Park and EHMC shall hereinafter be referred to as a "Party" or collectively, the "Parties".

### WITNESSETH

WHEREAS, Palisades Park desires to enter into an agreement for the provision of emergency medical basic life support ambulance services (collectively, "EMS Services");

WHEREAS, EHMC is validly licensed by the New Jersey State Department of Health and Senior Services ("NJDHSS") to provide EMS Services and desires to provide EMS Services to Palisades Park; and

WHEREAS, due to its geographic proximity, EHMC is familiar with Palisades Park and its surrounding municipalities and is an experienced provider of EMS Services in Bergen County, New Jersey;

WHEREAS, at a regular meeting of the Town Board of Palisades Park, the Town Board duly authorized this Agreement and the terms and provisions herein set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, EHMC and Palisades Park hereby agree as follows:

1. Services To Be Provided.

1.1 EHMC shall provide, at a minimum, one (1) basic life support ambulance identified as Unit 231 (the "Unit"), to render EMS Services twenty-four (24) hours, seven (7) days a week, three hundred sixty-five (365) days per year to Palisades Park. The Unit shall be located and housed at a location mutually agreed to by the Parties.

1.2 In addition to the Unit dedicated to Palisades Park, EHMC has a current fleet of four (4) ambulances, which shall be made available to provide back-up EMS Services as needed.

1.3 EHMC shall provide EMS Services to residents of Palisades Park ("Residents") regardless of their ability to pay.

1.4 EHMC shall provide EMS Services consistent with the basic life support protocols and guidelines established by NJDHSS and in accordance with all current Palisades Park Mutual Aid procedures.

1.5 EHMC shall ensure that all ambulances are fully equipped to contain all necessary equipment and supplies, as is required by applicable laws, rules, regulations and industry standards.

1.6 EHMC shall maintain all ambulances and equipment in good working order and in accordance with NJDHSS regulations. All ambulance units shall be certified by the State Office of Emergency Medical Services.

1.7 At Palisades Park's request, EHMC may provide additional ambulances for fire stand-bys and/or police activity to the extent practicable.

1.8 EHMC shall submit to Palisades Park a report of its ambulance calls on a semi-annual basis.

1.9 EHMC shall be responsible for maintaining all patient care records for responses where EHMC is the primary provider of EMS Services.

## 2. Dispatch.

2.1 EHMC utilizes the MICCOM communications center for dispatch. All ambulances are equipped with MICCOM technology and are dispatched and coordinated through MICCOM. All ambulances are monitored through MICCOM.

2.2 All EHMC ambulances shall have the ability to communicate with Palisades Park Police on the EBAA (ambulance radio) as well as the Palisades Park Police Frequency.

## 3. Personnel.

3.1 EHMC shall engage at least two (2) emergency medical technicians ("EMTs") to provide the EMS Services hereunder. All EMTs shall meet the training and certification requirements of an "Emergency Medical Technician – Basic" as established by NJDHSS. In addition, EHMC shall conduct background checks (including, but not limited to criminal and driving record checks), physicals and drug testing on all EMTs prior to hiring. EHMC shall hire EMTs based on the following criteria:

3.1.1 three (3) to five (5) years progressive EMS and ambulance experience;

3.1.2 clear criminal, drug and driving records (no moving violations within twelve (12) months prior to date of hire);

3.1.3 preference for EMTs Certified by NJDHSS National Registry; and

3.1.4 additional training and certifications including, but not limited to, Incident Command System (ICS), PHTLS/ITLS, HAZMAT, Weapons of Mass Destruction, Blood Borne Pathogens, Firefighter Rehab, Fire Stand By Awareness and all necessary CPR and AED training.

3.2 All EMTs shall be required to participate in monthly drills and educational programs which, wherever possible, provide the EMTs with the necessary continuing education units to maintain their certification.

3.3 The EMTs dedicated to providing EMS Services hereunder shall provide reasonable and necessary assistance to Palisades Park's Police and Fire Departments when appropriate.

3.4 EHMC shall identify an individual to serve as the point of contact for Palisades Park for all matters related to the EMS Services provided pursuant to this Agreement. This individual shall be available during normal business hours, Monday through Friday, and shall provide sufficient contact information to be available after-hours.

3.5 EHMC shall designate an individual to participate in any and all meetings and discussions with Palisades Park and the Bergen County's Offices of Emergency Management including, but not limited to, meetings on disaster planning, storm preparedness and other disasters.

4. Term. The term of this agreement shall be for three (3) years, commencing July 1, 2009 and expiring June 30, 2012; provided, however, that EHMC shall have the right of first refusal on two (2), three (3) year options to renew the Agreement. The Parties agree to meet one hundred twenty (120) days prior to the conclusion of the third year of this Agreement to discuss the renewal terms. This Agreement may be extended by a written, duly executed agreement setting forth the terms and conditions of such extension.

5. Billing and Compensation.

5.1 EHMC shall be solely responsible for establishing, implementing and supervising procedures to bill, maintain and provide appropriate controls over billing and collections and supervise the compilation of all accounts receivables.

5.2 EHMC shall make reasonable efforts to collect any insurance coverage available to any individual who receives EMS Services hereunder.

5.3 It is understood and agreed that EHMC shall be entitled to any and all payments received from patients, patients' families, private third party payors, insurance carriers, Medicaid, Medicare or other source for the EMS Services rendered. Notwithstanding such payments, EHMC may incur a loss in providing the EMS Services to Palisades Park. Therefore, in consideration of the EMS Services hereunder, Palisades Park shall pay EHMC, on a semi-annual basis, the fees set forth on Schedule A attached hereto. The Parties understand and agree that the fees attached hereto are reasonably calculated to compensate EHMC for projected losses due to uncollected cost-sharing obligations related to the provision of the EMS Services to Residents of Palisades Park. In the event annual revenues from the EMS Services provided hereunder exceed EHMC's annual costs to provide the EMS Services, EHMC shall credit Palisades Park up to the fees set forth in **Section 5.1** for the following year. By way of example, in Year 1 if EHMC realized a \$20,000 surplus from operations, the fee to Palisades Park for the second year of the Agreement shall be reduced from \$50,000 to \$30,000.

5.4 Other than insurance benefits set forth above, EHMC shall not bill Residents directly except as required by law or regulation, or where EHMC does not have and/or is unable to obtain payor identification information and where EHMC reasonably determines that it is necessary to bill a Resident in order to ascertain the necessary information. If no insurance is available, EHMC shall not bill Residents of Palisades Park for any EMS Services provided by EHMC hereunder. No person will be denied EMS Services based upon the ability or inability to pay.

5.5 EHMC shall provide Palisades Park with an annual finance report of the amounts collected. In addition, EHMC and Palisades Park shall review financials related to the EMS Services on a regular basis to ensure that both Parties' financial expectations are satisfied.

5.6 Nothing contained herein shall be deemed to limit EHMC from billing non-Residents for EMS Services.

6. **Insurance.**

6.1 EHMC, at its sole cost and expense, shall maintain insurance coverage in amounts no less than as required by NJDHSS. Specifically:

6.1.1 EHMC shall maintain at least \$1,000,000 per occurrence of combined injury/property damage per vehicle,

6.1.2 EHMC shall maintain at least \$1,000,000 of simple limit coverage of "premises and operations" type general liability insurance; and,

6.1.3 EHMC shall maintain at least \$1,000,000 per occurrence coverage of "malpractice" type professional liability insurance.

6.2 Notwithstanding the above, coverage set forth in Sections 6.1.2 and 6.1.3 may be combined into a single policy.

7. **Termination.** If either Party fails or refuses to comply with applicable laws or ordinances, or has otherwise substantially violated any provision of this Agreement, either Party may, upon thirty (30) days' written notice specifying with particularity the basis therefore and failure to cure within ten (10) days from receipt of notice, have the right to stop work or terminate this Agreement.

8. **Indemnification.**

8.1 Palisades Park agrees to indemnify and hold harmless EHMC, including its members, officers, directors, employees, and agents, from any and all claims arising out of and/or relating to the acts or omissions of Palisades Park relating to the subject matter of this Agreement and shall indemnify and hold harmless EHMC against all costs, counsel fees, expenses and liabilities incurred in connection with any such action or proceeding brought against EHMC by reason of any of the aforesaid claims and damages. For purpose of claims brought against EHMC, this Section 8.1 shall survive the termination of this Agreement.

8.2 EHMC agrees to indemnify and hold harmless Palisades Park, including its officers, directors, employees and agents, from any and all claims arising out of and/or relating to the acts or omissions of EHMC with respect to the provision of the EMS Services provided pursuant to this Agreement and shall indemnify and hold harmless Palisades Park against all costs, counsel fees, expenses and liabilities incurred in connection with any such action or proceeding brought against Palisades Park by reason of any of the aforesaid claims and damages. For purpose of claims brought against Palisades Park, this **Section 8.2** shall survive the termination of this Agreement.

9. **Ambulance/Equipment Lease.** Palisades Park currently owns a fleet of ambulances. Upon the mutual agreement of the Parties, EHMC may either (a) purchase the ambulances and equipment; or (b) assume Palisades Park's leases on the ambulances and purchase the equipment. In the event EHMC purchases ambulances and/or equipment from Palisades Park, the costs of such ambulances and/or equipment shall be based on a fair market value assessment. Such costs shall be applied in whole or in part, as applicable, to fees owed by Palisades Park to EHMC pursuant to **Section 5.3**.

10. **Independent Contractor.** It is expressly acknowledged by the Parties that EHMC and Palisades Park are independent contractors of one another and nothing in this Agreement is intended or shall be construed to create any employer/employee relationship, a joint venture relationship.

11. **Compliance with Laws, Rules and Regulations.** The Parties represent, warrant and covenant that throughout the term of this Agreement and during any applicable period thereafter, each Party shall provide services in accordance with all applicable federal and state laws, rules, regulations and agency guidelines, including without limitation, the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), as modified or amended from time to time. Additionally, the Parties hereby agree to all of the terms and conditions set forth in the Business Associate Agreement attached hereto as Exhibit B.

12. **Records.**

12.1 EHMC shall be responsible for maintaining written records regarding the provision of the EMS Services provided hereunder in accordance with all applicable statutes, regulations and standards.

12.2 The Parties further agree that each Party shall retain and make available upon request by the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representative, for a period of four (4) years after the furnishing of the services under this Agreement, the contract, and books, documents and records which are necessary to certify the nature and extent of the costs thereof when requested by the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives. This provision relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this clause shall be deemed to be inoperative and without force and effect. If either Party is asked to make such disclosure, it

shall notify the other Party and make available to such Party all such books, documents and records.

13. **Strike/Work Stoppage.** The Parties understand and agree that a strike, industrial dispute or work stoppage shall not prevent EHMC from fulfilling its obligations hereunder.

14. **Entire Agreement.** This Agreement, and the Response to the Request for Proposal attached hereto as Exhibit C, sets forth the entire understanding between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not embodied in this Agreement, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding as between EHMC and Palisades Park.

15. **Modification.** This Agreement may be changed or modified only by an agreement in writing signed by both Parties. It is the intention of the Parties that this Agreement shall satisfy all regulatory requirements and shall be consistent with standard business practices. Therefore, in the event there is a change in any regulatory requirements effecting the EMS Services or a change in standard business practices, the Parties agree to review this Agreement and make all necessary changes.

16. **Waiver.** No delay or failure to exercise any remedy or right occurring upon any breach or default shall be construed as a waiver of such remedy or right, nor shall it effect any subsequent default of a same or different nature.

17. **Assignment.** This Agreement may be not be assigned by either Party without the prior written consent of the other Party.

18. **Notices.** Any notice or communications required or permitted hereunder shall be in writing and sent return receipt requested to the Parties' addresses as set forth herein. Unless otherwise expressly set forth in this Agreement, any such notice shall be deemed to be given on the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as above.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey.

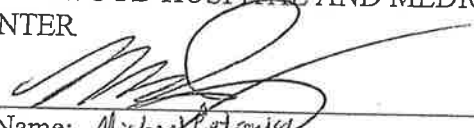
20. **Severability.** Should any part of this Agreement, for any reason, be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated

21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of whom shall be deemed an original, but which taken together shall constitute one agreement.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

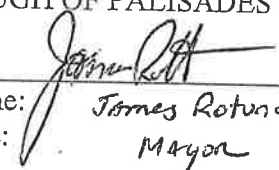
ENGLEWOOD HOSPITAL AND MEDICAL  
CENTER

By: 

Name: *Michael Pietroniro*

Title: *Senior Vice President*

BOROUGH OF PALISADES PARK

By: 

Name: *James Rotundo*

Title: *Mayor*

EXHIBIT A

FEE SCHEDULE

For EMS Services rendered by EHMC to Palisades Park during the term of this Agreement, Palisades Park shall compensate EHMC as follows:

Year 1 - \$0.00

Year 2 - \$50,000.00

Year 3 - \$50,000.00

Year 4 – To be negotiated

Year 5 – To be negotiated

EXHIBIT B  
BUSINESS ASSOCIATE AGREEMENT

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement, dated as of **month day, year** ("Agreement"), supplements and is made a part of the Services Agreement (as defined below) by and between **ENGLEWOOD HOSPITAL & MEDICAL CENTER** ("Covered Entity") and \_\_\_\_\_ ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and related regulations promulgated by the Secretary (collectively, "HIPAA").

WHEREAS, in light of the foregoing and the requirements of HIPAA, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. Definitions.

(a) General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule and the Security Rule.

(b) Specific.

(i) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

(ii) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(iii) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR parts 160 and 164.

(iv) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(v) Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

(vi) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(vii) Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR parts 160 and 164.

(viii) Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information.

**2. Obligations and Activities of Business Associate.**

(a) Use and Disclosure. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Services Agreement or as Required By Law.

(b) Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by the Security Rule;

(ii) Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and

(iii) Report to Covered Entity any security incident (as defined by the Security Rule) of which Business Associate becomes aware.

(c) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Services Agreement of which it becomes aware.

(e) Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to

Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(h) Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### 3. Permitted Uses and Disclosures by Business Associate.

(a) Services Agreement. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Use for Administration of Business Associate. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Disclosure for Administration of Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person

notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. **Permissible Requests by Covered Entity.** Except as set forth in Section 3 of this Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. **Term and Termination.**

(a) **Term.** This Agreement shall be effective as of the date of this Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall either:

(i) Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

(ii) Immediately terminate: (A) this Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion if Business Associate has breached a material term of this Agreement and cure is not possible; or

(iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) **Effect of Termination.**

(i) Except as provided in paragraph (ii) of this Section 5(c), upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon

mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. **Electronic Transaction Standards.** Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). In addition, Business Associate will make any of its software which it licenses to Covered Entity to perform all or a part of any Covered Transaction compliant with any guides, standards or specifications adopted by Covered Entity's payors regarding Covered Transactions. Business Associate shall comply with all HIPAA and payor standards and requirements by the applicable compliance dates. Business Associate represents and warrants that it is aware of all current HIPAA and payor standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA and payor standards and requirements which become effective from time to time. Covered Entity agrees to notify Business Associate of its current payors, upon request. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall also require all of its agents and subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with all applicable requirements of HIPAA and Covered Entity's payors.

7. **Miscellaneous.**

(a) **Regulatory References.** A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA.

(c) **Survival.** The respective rights and obligations of Business Associate under Section 5(c) of this Agreement shall survive the termination of the Services Agreement.

(d) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

(e) **Miscellaneous.** The terms of this Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 7(d) of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein. This

Agreement may be executed in counterparts, each of which when taken together shall constitute one original.

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

ENGLEWOOD HOSPITAL &  
MEDICAL CENTER

[INSERT NAME OF BUSINESS  
ASSOCIATE]

By: Marc H. Mayer  
Name: Marc H. Mayer  
Title: Chief Compliance Officer

By: James Rotundo  
Name: James Rotundo  
Title: Mayor

EXHIBIT C

[RESPONSE TO RFP ATTACHED HERETO]

Provide Emergency Medical Services  
To the Borough of Palisades Park

Submitted by:

Englewood Hospital and Medical Center  
350 Engle St  
Englewood, NJ 07631  
201-894-3416

A proposal prepared for

Mr. David Lorenzo  
Borough Administrator  
275 Broad Avenue  
Palisades Park, NJ 07650

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**Complete response to proposal questions  
for successful bidder to answer**

1. **Confirm the vehicle(s) and emergency response equipment, and Emergency Medical Technicians ("EMT's") staffing to be provided.**

Englewood Hospital and Medical Center (EHMC) will provide one EMS unit to be identified as unit 231 twenty four-hour/seven days a week. In addition EHMC operates a fleet of ambulances, which provide routine medical transport, critical care and 9-1-1 mutual aid to municipalities throughout Bergen County. These ambulances would also be available as needed to provide depth of services and are currently monitored using the same technology that MICCOM tracks the paramedic units. EHMC will offer every Palisade Park EMT an opportunity to interview for the position.

2. **Identify the qualifications, certifications and experience of the EMT's.**

All EHMC personnel are trained to the levels identified in the RFP. EMT's are hired based upon a detailed matrix, which includes backgrounds, certifications, experience, physicals, drug testing and driving record.

All criminal backgrounds are checked by a third party administrator to ensure accuracy while all physicals and drug testing is provided by EHMC's employee health.

Employees who are hired and meet the basic guidelines, which include:

- a. 3-5 years progressive EMS and ambulance experience.
- b. Clear criminal, drug and driving records (no moving violations within the last 12 months)
- c. EMT Certified by the New Jersey Department of Health and Senior Services with National Registry\* preferred.
- d. Additional training and certifications including but not limited to ICS\*\*, PHTLS/ITLS, HAZMAT, Weapons of Mass Destruction, Blood Borne Pathogens, Firefighter Rehab, Fire Stand by awareness, and all necessary CPR and AED training.
- e. Employees are required to participate in monthly drills and educational programs, which, wherever possible provide the EMT with the necessary CEU's

**4. Identify the availability and the number of back-up ambulances and EMT's.**

EHMC operates a fleet of 4 ambulances, which provide routine medical transport, critical care and 9-1-1 mutual aid to the municipalities throughout Bergen County. These ambulances would also be available as needed to provide depth of service and are currently monitored using the nationally accepted methods of system status management through MICCOM.

**5. Identify experience providing Ambulance service.**

EHMC operates the second largest hospital based ambulance system in Bergen County. The department continued to add ambulances to its fleet from 2 to 4 ambulances in 2008. We are currently adding a fifth ambulance to the fleet to meet the increasing demand for prehospital EMS. In addition to providing mutual aid service to Bergen County, EHMC EMS has partnered with the City of Englewood to provide back-up ambulance coverage. The Englewood Fire Department now over sees the EMS operations in the City. EHMC EMS has been working with the Fire Department in providing EMT and CPR training, medical oversight, and back up ambulance coverage 12-hour days seven days a week.

Englewood Hospital and Medical Center maintains an active community service oriented program where we provide community stand-bys and special events coverage. EHMC was the sole EMS provider covering the 2008 Korean festival in Overpeck Park. EHMC EMS is working closely with Bergen County diverse communities; we are providing CPR classes in Korean and Spanish.

**6. Identify the ability to provide mutual aid services to the surrounding municipalities.**

EHMC EMS currently provides mutual aid to communities throughout Bergen County. These include the communities surrounding the Borough of Palisades Park. Whereas EHMC EMS operates a large fleet maintained under system status management through MICCOM we do not anticipate using the dedicated Palisades Park ambulance to provide mutual aid but rather would look under system status management to make use of EHMC EMS fleet of ambulances. It is our view we can provide mutual aid using other system resources and wherever possible not utilize the unit dedicated to the Borough.

**9. Identify Ambulance vehicle(s) to be used.**

EHMC EMS would like to lease the Borough's ambulance for the fee of \$1.00 a year. EHMC would be responsible for the maintaining and insuring the vehicle. The Borough's ambulance would be equipped with laptops and vehicle locators that are tracked by MICCOM. The following are the current ambulances in EHMC's fleet:

- a. 241 – 2008 Ford E350 Type III modular ambulance
- b. 242 – 2007 Ford E350 Van Ambulance
- c. 243 – 2007 Ford E350 Van Ambulance
- d. 244 – 2008 Ford E350 Van Ambulance

All vehicles are equipped with vehicle locaters and are tracked by MICCOM. All ambulances have CAD laptop terminals.

**11. Provide any other relevant information not elsewhere noted.**

In the past four years Englewood Hospital and Medical Center has been the market share leader and hospital of choice for the residents of Palisades Park. This is no coincidence that we are your hospital of choice. It has been our experience that the residents of Palisades Park have identified Englewood Hospital and Medical Center to be a regional leader in providing state-of-the-art compassionate care in a humanistic environment. For this, we are honored.

Englewood Hospital and Medical Center would like the opportunity to bring that compassionate care into the home of every resident by providing the 9-1-1 service to the borough of Palisades Park. Englewood Hospital and Medical Center's experience and reputation in providing Emergency Medical Services is built upon the pillars of our organization, service, quality, people, community, growth, compassion, and competent patient care. In addition to providing quality emergency medical services, Englewood Hospital and Medical Center can also provide the following at no additional cost:

- Cardiac screening for firefighters (Berkley test)
- First responder training for the Borough police and firefighters
- CPR training for the police and firefighters. We offer community CPR classes in Spanish and Korean as well.
- With today's regulatory requirements, Firefighters are required to have annual respiratory screenings. EHMC can offer medical screenings for the Boroughs Firefighters.
- EMS coverage for High School football games.
- A 'youth squad' program for high school juniors and seniors. EHMC sponsors the youth members in an EMT program and upon high school graduation; they are offered employment as an emergency medical technician.
- In conjunction with the Boroughs Health department EHMC EMS will conduct blood pressure screening for senior citizens.

6. The number of years your organization has been in business under the current management.

Englewood Hospital and Medical Center has been providing patient care to the community since 1890 (119 years).

7. The number of years your organization has been in business under the current management.

Under the current management structure, Mr. Douglas A. Duchak Chief Executive Officer, has been leading the organization for the last five years.

8. A statement that the respondent is in compliance with all applicable affirmative action (or similar) requirements with respect to its business activities, together with evidence of such compliance.

Englewood Hospital and Medical Center is compliant with all regulatory requirements with respect to its business activities and affirmative action.

9. Any judgments within the last three years in which Respondent has been adjudicated liable. If yes, please explain.

No.

10. Whether the business organization is now or has been involved in any bankruptcy or re-organization proceedings in the last ten (10) years. If yes, please explain.

No.

11. Confirm appropriate federal and state licenses to perform activities.

Please see appendix C to this proposal response.

- c. Describe those portions of the Respondent's services, if any, that are sub-contracted out. Identify all subcontractors the Respondent anticipates using in connection with this project.

Englewood Hospital and Medical Center will not be subcontracting the service described in this proposal. All services will be provided by Englewood Hospital and Medical Center.

- d. Does the Respondent normally employ union or non-union employees?

Englewood Hospital and Medical Center employs both union and non-union employees. Non-union employees would be staffing the ambulances.

- e. Resumes of key employees.

Please see appendix E to this proposal Response.

- f. A narrative statement of the Respondent's understanding of the Borough's needs and goals.

Englewood Hospital and Medical Center has been the market share leader and hospital of choice for the residents of Palisades Park. This is no coincidence that we are your hospital of choice. It has been our experience that the residents of Palisades Park have identified Englewood Hospital and Medical Center to be a regional leader in providing state-of-the-art compassionate care in a humanistic environment. We have identified the Borough's needs and goals in providing quality pre-hospital care. Englewood Hospital and Medical Center will bring that compassionate care into the home of every resident who calls upon our service.

- g. List all immediate relatives of principal(s) of Respondent who are Borough Employees or elected officials of the Borough.

To the best of my knowledge, no immediate relatives of principal are involved in proposal process.

## APPENDIX A

### Request for Proposals Summary Page

In the past four years Englewood Hospital and Medical Center has been the market share leader and hospital of choice for the residents of Palisades Park. The residents of Palisades Park have identified Englewood Hospital and Medical Center to be a regional leader in providing state-of-the-art compassionate care in a humanistic environment.

Englewood Hospital and Medical Center operates the second largest hospital based ambulance system in Bergen County. Englewood Hospital and Medical Center will provide Emergency Medical Services to the Borough of Palisades Park twenty-four hour/seven days a week 365 days a year. This agreement shall be effective for a period of three (3) years commencing on the date agreed by both parties.

For services rendered by Englewood Hospital and Medical Center to the Borough of Palisades Park during the term of this agreement, Palisades Park will compensate Englewood Hospital and Medical Center the following; Year 1 – zero (\$0) dollars, Year 2 - \$50,000, Year 3 - \$50,000

EHMC agrees to waive out of pocket expenses, including co-payments and/or deductibles, only in connection with emergency services provided to Palisades Park residents. EHMC shall not bill residents directly, except in cases where EHMC does not have and/or is unable to obtain payer identification information, and where EHMC reasonably determines that it is necessary to bill a resident in order to ascertain the necessary information. No person will be denied services based upon the ability or inability to pay.

Englewood Hospital and Medical Center agrees to offer the Borough of Palisades Park a credit program.

EHMC will offer every Palisade Park EMT an opportunity to interview for the new position.

MICCOM is the designated communications center for all EHMC EMS units. All ambulances are equipped with the existing technology in order to provide the highest level of services.

In addition to providing quality emergency medical services, Englewood Hospital and Medical Center can also provide the following at no additional cost:

- Cardiac screening for firefighters (Berkley test)
- First responder training for the Borough police and firefighters
- CPR training for the police and firefighters. We offer community CPR classes in Spanish and Korean as well.
- With today's regulatory requirements, Firefighters are required to have annual respiratory screenings. EHMC can offer medical screenings for the Boroughs Firefighters.
- EMS coverage for High School football games.
- A 'youth squad' program for high school juniors and seniors. EHMC sponsors the youth members in an EMT program and upon high school graduation; they are offered employment as an emergency medical technician.
- In conjunction with the Boroughs Health department EHMC EMS will conduct blood pressure screening for senior citizens.



ENGLEWOOD  
HOSPITAL AND MEDICAL CENTER

April 21, 2009

David Lorenzo  
Borough Administrator  
Borough Hall  
275 Broad Avenue  
Palisades Park, NJ 07650

RE: Request for Proposals for Emergency Medical Services within Palisades Park

Dear Mr. Lorenzo:

Please accept the following proposal from Englewood Hospital & Medical Center (EHMC) in regard to above referenced RFP. Englewood Hospital and Medical Center will provide Emergency Medical Services to the Borough of Palisades Park twenty-four hours/seven days a week, 365 days a year. This agreement shall be effective for a period of three (3) years commencing on the date agreed by both parties.

Very truly yours,

Douglas A. Duchak  
President and  
Chief Executive Officer

# New Jersey Department of Health and Senior Services



## OFFICE OF EMERGENCY MEDICAL SERVICES

Department of Health & Senior Services

The New Jersey Department of Health and Senior Services - Office of Emergency Medical Services recognizes that the requirements for licensure as set forth at N.J.A.C. 8:40-1.1, et seq. and hereby grant licensure to:

**Englewood MICU  
350 Engle Street  
Englewood, NJ 07631**

As a provider of the following services:

**BLS Ambulance / MICU / SCTU Service**

Provider ID : Englew001  
Expiration : 12/31/2010

A handwritten signature in black ink, appearing to read "Karen Halupke".

Karen Halupke, R.N., M.Ed.

April 21, 2009

Mr. David Lorenzo, Borough Administrator  
Palisades Park Borough Hall  
275 Broad Avenue  
Palisades Park, NJ 07650

Dear Mr. Lorenzo,

The Englewood Fire Department has recently entered into a collaborative partnership with the Englewood Hospital and Medical Center in an effort to provide top-notch emergency medical care to our City residents. The Fire Department, realizing that starting a new emergency medical organization from the ground up would be a daunting task, reached out to Mr. Harvey Weber of the Englewood Hospital Mobile Intensive Care Unit to request his agency's assistance. Mr. Weber and his dedicated staff have committed themselves 100% in helping the Englewood Fire Department achieve our goals. Just some of the items that the hospital has been able to provide us in the short time we have been planning include:

- Assisting our agency with securing a medical doctor to act as our department medical director.
- Providing direction and insight in developing policies and procedures.
- Provide quality assurance/ quality improvement of select patient care reports.
- Provide immediate back up assistance for mutual aid when the Fire Department ambulance is unavailable or out of service.

The last item cannot be stressed enough. Today, demand for emergency medical care can quickly overwhelm local resources. The peace of mind that we have knowing that EPMC EMS resources are available at a moments notice is very comforting. In fact, Mr. Weber himself recently staffed an ambulance when we had an employee fall ill and had to place our ambulance out of service. This type of dedication is hard to find. In conclusion, The City of Englewood has quickly realized that partnering with the hospital has been a wise move, one that will insure the best quality care for our citizens. If I can be of any assistance to you please do not hesitate to contact me.

Very truly yours,

Jeffrey Kaplan, Lieutenant  
Englewood Fire Department

Harvey J. Weber  
656 Oak St.  
Ridgefield, NJ 07657  
H (201) 945-4616  
O (201) 894-3416  
C (201) 894-3416  
[harvey.weber@ehmc.com](mailto:harvey.weber@ehmc.com)

## Professional Experiences:

Englewood Hospital and Medical Center, Englewood, New Jersey

### **Director Mobile ICU - Emergency Medical Services**

June 2008 - present

- Administer basic and advanced life support services
- Teach CPR, ACLS, PALS, and PHTLS in the health care community
- Demonstrates effective leadership skills of delegation, organization, and coordination in operations
- Prepares budgetary planning and execution for all cost centers
- Functions in a collaborative role with local, state and federal agencies
- Interviews, hires, transfer, promote, terminate, and take disciplinary action for departmental employees

Ridgewood Fire Department, Ridgewood, New Jersey

### **Firefighter / Fire Inspector / EMT**

July 2006 - present

- Assist in the control of extinguishments of fires
- Serve as a team member in fire/rescue operations
- Perform Fire Inspections as regulated by the Uniform Fire Code
- Investigate Origin and Cause on all fires within the borough
- Public Education Programs, Fire Prevention and Fire Safety

Jersey City Medical Center / Hudson County Community College, Jersey City, New Jersey

### **Paramedic Program Coordinator**

Sept. 2005 – June 2008

- faculty member of Hudson County Community College
- Plan, implement and evaluate all aspects of EMT-Paramedic education
- Recruit, evaluate and select perspective students
- Prepare and manage Paramedic Program budget
- Select and evaluate adjunct Program faculty
- Teach the USDOT National Standard Curriculum for EMT-Paramedic
- Act as the Program liaison/representative to other agencies/depts.
- Conducts monthly visits to all clinical sites and meets with nurse managers.
- New Jersey Department of Health faculty member and member of the sub-committee for paramedic program coordinators

Edgewater Fire Department, Edgewater, New Jersey

### **Firefighter / Fire Inspector / EMT**

Dec. 1991 – July 2006

- Assist in the control of extinguishments of fires
- Serve as a team member in fire/rescue operations
- Perform Fire Inspections as regulated by the Uniform Fire Code
- Investigate Origin and Cause on all fires within the borough
- Performs as an acting Captain
- Public Education Programs, Fire Prevention and Fire Safety
- Developed fire reporting system using MS Access

Jersey City Medical Center, Jersey City, New Jersey

### **Paramedic Tour Chief**

Nov. 1996 – Sept. 2005

- Responsible for daily operations
- Perform scheduling duties for all ALS operations
- Implement Incident Command System in small and large MCI's
- Teach ACLS, PALS, CPR, EMT-D and ALS skills
- Perform in-field evaluations on line staff
- Member of Jersey City's OEM

**Teaching Activities:**

Emergency Medical Technician Training Program, Jersey City Medical Center  
Emergency Medical Technician CEU Lectures, Englewood Hospital and Medical Center  
Emergency Medical Technician CEU Lectures, Borough of Edgewater  
Fire Prevention Programs, Borough of Edgewater School System  
Fire Safety Programs, Public Education  
Public Health Awareness Program  
National lecture for Firehouse Magazine  
Developed educational program for the fire service "Hydrogen Cyanide Effects on Firefighters"  
Developed educational program for the DOH "Paramedic Preceptor Program"

**Professional Associations:**

Member of New Jersey MICU Advisory Board  
International Association of Emergency Managers  
New Jersey Paramedic Association  
National Association Emergency Medical Technician  
National Association of EMS Educators  
American Heart Association  
New Jersey Task Force – 1 Urban Search and Rescue  
Bergen County Fire Prevention Association  
New Jersey State Fireman's Benevolent Association  
International Association of Arson Investigators

**Skills:**

Proficient in Microsoft Word, Excel, Power Point, and Access  
Confined Space Rescue  
Heavy Rescue  
Rapid Intervention Team  
Origin & Cause/Fire Behavior/NFPA 921  
Crime Scene Search-Fire Scene (Evidence Collection/Photo & Sketching)  
Hazardous Materials Operations: Level 2  
CEVO II  
New Jersey Taskforce – 1 Urban Search and Rescue

**References:** Professional references provided upon request