



SHAMONG TOWNSHIP

**Burlington County, NJ
105 Willow Grove Rd.
Shamong, NJ 08088**

**www.shamong.net
e-mail info@shamong.net**

Administrator • Chief Financial Officer
Township Clerk 268-2377

Construction Code Office 268-8385

Court Administrator 268-0510

Discovery Clerk • Tax Assessor
Tax Collector 268-9530

FAX 268-2701

January 9, 2014

Tabernacle Rescue Squad
P O Box 2023
Tabernacle, New Jersey 08088
Attn: Jamie Wood

RE: Service Agreement and Resolution

Dear Jamie:

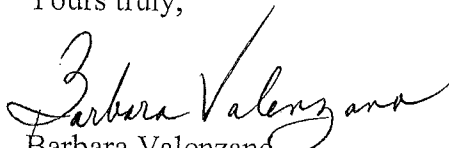
Enclosed is a Resolution Authorizing Execution of Agreement with the Tabernacle Rescue Squad for Back-Up Services and the Ambulance Back-Up Service Agreement.

Please sign and return one copy of the Ambulance Back-Up Service Agreement to us for our files.

Any questions or concerns please do not hesitate to call.

Thank you.

Yours truly,


Barbara Valenzano
Deputy Township Clerk

TOWNSHIP OF SHAMONG

RESOLUTION 2014R-19

**AUTHORIZING EXECUTION OF AGREEMENT WITH THE
TABERNACLE RESCUE SQUAD
FOR BACK-UP SERVICES**

WHEREAS, Shamong Township provides for the provision of emergency medical services (EMS) through the Indian Mills Volunteer Fire Company and/or other non-exclusive entities; and

WHEREAS, Tabernacle Rescue Squad is an independent nonprofit, providing EMS coverage, licensed by the State and meeting all requirements established by Medicare and Medicaid; and

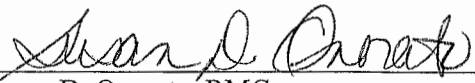
WHEREAS, both entities are already part of the County of Burlington's Mutual Aid and Assistance Agreement; and

WHEREAS, the Township wishes to enter into an Agreement with Tabernacle Rescue Squad to provide back-up EMS ambulance services on an unscheduled, sporadic basis to provide coverage when the Township's primary EMS service provider is on another call or is otherwise unable to respond to an EMS ambulance call; and

WHEREAS, the Parties have negotiated an Ambulance Back-Up Service Agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Shamong, County of Burlington, State of New Jersey that the Mayor (or in his absence, Deputy Mayor) and Township Clerk be and are hereby authorized to execute the Agreement with the Tabernacle Rescue Squad for the provision of back-up services.

I certify that the foregoing Resolution was duly adopted at a regular meeting of the Township Committee of the Township of Shamong held on the 7th day of January, 2014.



Susan D. Onorato, RMC
Township Clerk

AMBULANCE BACK-UP SERVICE AGREEMENT

THIS AMBULANCE BACK-UP SERVICE AGREEMENT (hereinafter referred to as "Agreement"), made as of this 1st day of January, 2014, by and between:

TABERNACLE RESCUE SQUAD, a New Jersey nonprofit corporation located at 134 New Road, P.O. Box 2023, Tabernacle, New Jersey, 08088, (hereinafter referred to as "Tabernacle Rescue Squad"), and

THE TOWNSHIP OF SHAMONG, a New Jersey township with municipal offices located at I 05 Willow Grove Road, Shamong, New Jersey 08088 (hereinafter referred to as "Township");

WHEREAS, Tabernacle Rescue Squad is a nonprofit volunteer ambulance squad which complies with all vehicle and crew requirements of the Medicare and Medicaid Programs and is duly licensed by the New Jersey State Department of Health to provide EMS ambulance services; and

WHEREAS, Township is a New Jersey township which arranges for the provision of EMS ambulance services for its residents through its township fire department and/or through contracts with EMS ambulance suppliers other than Tabernacle Rescue Squad; and

WHEREAS, Township and Tabernacle Rescue Squad are parties to the Burlington County Mutual Aid and Assistance Agreement between participating units ("Burlington County Mutual Aid Agreement");

WHEREAS, Township requires that its residents not be balance-billed for EMS ambulance services which Township residents receive from the Township fire department and/or from the Township's primary supplier of EMS ambulance services; and

WHEREAS, Township wishes to retain Tabernacle Rescue Squad to provide back-up EMS ambulance services on an unscheduled, sporadic basis to provide coverage when Township's primary EMS service provider is on another call or is otherwise unable to respond to an EMS ambulance call; and

WHEREAS, the parties hereto desire to enter into an agreement whereby Tabernacle Rescue Squad will provide back-up EMS ambulance services to Township residents (the "EMS Services").

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained, the Parties intending to be legally bound hereby agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1. Independent Contractors: It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent contractor. Neither party is the principal, agent or representative of the other; nor shall any employee of either Party be considered an employee of the other Party. Tabernacle Rescue Squad is not a department or entity of, related to or controlled by Shamong Township. Shamong Township, by operation of this Agreement or otherwise, will have no control over the daily operations of the Tabernacle Rescue Squad, including but not limited to the training of the Squad's members.

2. OBLIGATIONS OF TOWNSHIP

2.1. Utilization of Services: Township agrees to recognize Tabernacle Rescue Squad as a provider of EMS ambulance services on a non-exclusive basis.

3. OBLIGATIONS OF TABERNACLE RESCUE SQUAD

3.1. Hours of Service: Tabernacle Rescue Squad agrees to make its services available to Township twenty-four (24) hours a day, seven (7) days a week and to

meet all requests for service within the conditions set forth below.

3.2. Back-Up Service: Tabernacle Rescue Squad shall, pursuant to the Burlington County Mutual Aid Agreement, arrange for back-up EMS ambulance services to be provided to Township Residents when Township's fire department and/or primary EMS ambulance supplier cannot be available to service Township's residents because they are responding to another call or are otherwise unavailable to respond to an EMS ambulance call. Both parties understand and acknowledge that this agreement is intended to cover only unscheduled, sporadic back-up services and that Tabernacle Rescue Squad will not serve as Township's primary EMS ambulance supplier at any time.

3.3. Billing: Tabernacle Rescue Squad agrees that it will engage in "insurance only" billing whereby it will waive otherwise applicable cost-sharing obligations when providing back-up. EMS ambulance services for residents of Township where the Township fire department and/or primary EMS ambulance supplier either provides EMS ambulance services free of charge or engages in "insurance- only" billing.

3.4. Compliance with Laws: Tabernacle Rescue Squad agrees to render all medical transportation services in compliance with all applicable laws, regulations and licensure standards governing the transportation and care of patients as well as those standards that are a part of this Agreement.

4. OPERATIONAL STANDARDS

4.1. Licensure: Tabernacle Rescue Squad shall ensure that all medical transport vehicles are in good working order and meet the requirements of all applicable Federal, State and Local laws, regulations, licensure standards and guidelines, including, without limitation, N.J.A.C. 8:40-1.1 et seq.

4.2. Maintenance: In addition to any aforementioned criteria, Tabernacle Rescue Squad shall be responsible for maintaining all medical transport vehicles in accordance with the following standards:

- (i) All vehicles shall be cleaned and properly supplied according to their purpose and need;
- (ii) All vehicles shall be in sound mechanical condition prior to arriving at the scene;
- (iii) All vehicles shall have seatbelts to secure passengers in the rear and front of the vehicle;
- (iv) All vehicles shall have two-way radio and/or mobile telephone communication capability;
- (v) All vehicles shall be operated in accordance with all applicable vehicle and traffic safety laws.

4.3. Driver Training: All medical transport vehicle operators shall possess a valid driver's license and shall have received proper driver training for the operation of a medical transport ambulance in accordance with Tabernacle Rescue Squad's policies and procedures.

4.4. Staff and Personnel: All vehicles shall be staffed with personnel who are certified to the level of Emergency Medical Technician as the term is defined in applicable New Jersey Department of Health laws and regulations set forth in Paragraph 4.1 above and who are familiar with the environment of the vehicle and the operation of all vehicle equipment. Personnel shall receive on-going training and evaluation to ensure satisfactory levels of job performance.

5. **NON-DISCRIMINATION**

5.1. Compliance with Laws: The Parties agree not to differentiate or discriminate in the delivery of their services to individuals because of race, color, national origin,

ancestry, religion, sex, marital status, sexual preference, age, financial status or medical condition and agree to render treatment and care to all persons in the same manner.

6. INSURANCE AND INDEMNIFICATION

6.1. Amount of Coverage: Tabernacle Rescue Squad shall be responsible to maintain insurance coverages of \$1M per occurrence for General Liability, Bodily Injury and Auto with a to \$5M aggregate coverage throughout the term of this Agreement and any extension thereof as set forth in Exhibit A attached hereto and incorporated herein. A Certificate of Insurance naming Shamong Township as additional insured shall also be provided. In the event of cancellation or change in coverage, Shamong Township shall immediately be notified by Tabernacle Rescue Squad.

6.2. Indemnification: Tabernacle Rescue Squad (the "Indemnifying Party") agrees to hold Shamong Township, including Township officers, employees, and agents, harmless, and to defend and indemnify same, from and against any and all claims of whatever nature or type arising from the wrongful or negligent acts of the Indemnifying Party, including those of the Indemnifying Party's officers, employees, and agents, so long as the actions upon which the demand or claim or assertion of liability, are found to have been performed in the course of carrying out duties on behalf of the Indemnifying Party in Shamong Township pursuant to this Agreement. Such defense and indemnification shall include the cost of legal defense, and if necessary, payment of reasonable fees and costs required to enforce these terms.

7. TERM AND RENEWAL

7.1. Term: This Agreement shall be for an initial term of one (1) year, commencing on

January 1, 2014 and expiring on December 31, 2014.

7.2. Renewal. Thereafter, this Agreement shall renew for successive one (1)

year terms unless either Party shall provide the other with written notice of its intention not to renew no later than thirty

(30) days prior to the expiration of the then existing term.

7.3. Either party may terminate this Agreement with or without cause upon the provision of thirty (30) days advance written notice to the other party.

7.4. Township may immediately terminate this Agreement, subject to any cure periods, in the event of any of the following:

(i) A material breach by Tabernacle Rescue Squad of the terms and provisions of this Agreement when such breach is not cured within a thirty (30) day period after notice to Tabernacle Rescue Squad. Any material breach claimed by Township under this Agreement must be given to Tabernacle Rescue Squad by written notice setting forth in detail the nature of the breach.

(ii) Upon the insolvency of Tabernacle Rescue Squad.

(iii) Tabernacle Rescue Squad's failure to comply with the vehicle and crew standards of the Medicare and Medicaid Program or failure to maintain licensure by the New Jersey State Department of Health.

8. MISCELLANEOUS PROVISIONS

8.1. Governing Law: The validity, enforceability and interpretation of any of the clauses of this Agreement shall be governed by the laws of the State of New Jersey.

8.2. Entire Agreement: This Agreement contains the entire understanding of the Parties and there are no representations, warranties, or undertakings other than those expressly set forth herein.

8.3. Modifications or Waiver: A modification or waiver of any of the provisions of this Agreement shall be made effective only if received 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.

8.4. Severability: If any term, condition or provision of this Agreement shall be determined to be void in law or otherwise, then only that term, condition or provision shall be stricken from this Agreement and in all other respects, this Agreement shall be valid and continue in effect.

8.5. Notice: Any notice required to be given pursuant to the terms and conditions hereof, shall be in writing and sent by Certified of Registered Mail addressed as follows:

To Tabernacle Rescue Squad:
Tabernacle Rescue Squad
134 New Road, P.O. Box 2023
Tabernacle, New Jersey 08088
Att: President

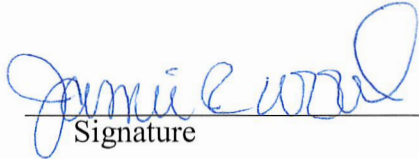
To Township:
Shamong Township
105 Willow Grove Road
Shamong, New Jersey 08088
Att: Township Administrator

8.6. Prior Agreements: This Agreement supersedes any and all prior agreements relative to the matters herein addressed and any such prior agreements existing as of the date of this Agreement are hereby declared null and void.

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

8.8. **IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals
the day, month and year first above written.

TABERNACLE RESCUE SQUAD


Signature

By: Jamie R. Wood President
Print Name and Title

TOWNSHIP OF SHAMONG


Signature

By: Kenneth Long Mayor
Print Name and Title