

CONTRACT FOR EMERGENCY MEDICAL SERVICES 2021 – 2024

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into as of the 1st day of June, 2021, by and between the Township of Pemberton, NJ, with offices at 500 Pemberton-Browns Mills Road, Pemberton, NJ 08068 (hereinafter referred to as the "MUNICIPALITY"); and Capital Health, Inc., a New Jersey corporation, with its principal place of business at 750 Brunswick Avenue, Trenton, NJ 08638 (hereinafter referred to as "CONTRACTOR"). MUNICIPALITY and CONTRACTOR will hereinafter occasionally be referred to collectively as the "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, the MUNICIPALITY desires to enter into an Agreement with CONTRACTOR to provide Emergency Medical and Ambulance Services ("Services") within the municipalities of Pemberton Township and Pemberton Borough (hereafter, the "Service Area"), in accordance with the terms of the Pemberton Township Request for Proposals solicitation ("RFP Solicitation"), Contract No. PT-5-2021 entitled "2021 – 2024 BASIC LIFE SUPPORT AMBULANCE SERVICES," the proposal submitted by the CONTRACTOR in response thereto dated March 3, 2021 and with the terms and conditions contained herein; and

WHEREAS, CONTRACTOR is a fully licensed medical transportation company in the State of New Jersey, which agrees to perform the Services for the MUNICIPALITY in the Service Area as provided for in this Agreement.

NOW THEREFORE, in consideration of the covenants set forth herein, the Parties agree as follows:

SECTION 1. RELATIONSHIP TO THE PARTIES AND CONTRACT DOCUMENTS

- 1.1 **Independent Contractor:** 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 will any employee of either Party be considered an employee of the other Party.

SECTION 2. REPRESENTATIONS BY MUNICIPALITY

- 2.1 **MUNICIPALITY Designation:** The MUNICIPALITY hereby agrees to recognize CONTRACTOR as the exclusive CONTRACTOR for providing the Services to the MUNICIPALITY during the days and hours specified herein, consistent with the Request for Proposals solicitation. CONTRACTOR acknowledges that the Pemberton Township Volunteer Fire Company ("PTVFC"), Division of Emergency Medical Services ("Division of EMS") is authorized by Township Council to field calls for a second BLS ambulance rig between the hours of 7:00 A.M. and 7:00 P.M. seven days a week, 52 weeks per year and that the PTVFC is expressly authorized to render such services as a supplement to CONTRACTOR's role as the primary BLS ambulance service during said hours. The MUNICIPALITY hereby agrees to defend and indemnify CONTRACTOR against 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 the PTVFC or its Division of EMS, its volunteers, agents, or assigns including any failure to abide by any legal requirements for emergency medical services. Under no circumstances shall the PTVFC or the PTVFC's Division of EMS be deemed a contractor, principal, agent, or representative of CONTRACTOR.

- 2.2 **MUNICIPALITY Cooperation:** The MUNICIPALITY hereby represents and warrants that it has obtained the consent and cooperation of all necessary departments and the Borough of Pemberton needed for the successful operation of CONTRACTOR's Services.
- 2.3 **Cost of Services:** There shall be no cost to the municipalities of Pemberton Township or Pemberton Borough for services rendered by the CONTRACTOR to any person or persons to whom services are rendered within the geographical boundaries of said municipalities or for services rendered to persons outside the geographical boundaries where mutual aid is rendered.
- 2.4 **Authority to Enter Agreement:** The MUNICIPALITY represents and warrants that it has the right to enter into this Agreement on behalf of both municipalities and the MUNICIPALITY's performance of its obligations herein will not violate any applicable law, judicial order, financing arrangement, collective bargaining agreement, or similar source of authority.

SECTION 3. OBLIGATIONS OF CONTRACTOR

- 3.1 **Services:** CONTRACTOR shall maintain and staff at least one primary ambulance, to be provided by CONTRACTOR, in a ready state to respond to emergency medical service calls received by the respective municipalities within their geographic borders and a second, fully staffed ambulance between the hours of 7:00 A.M. and 7:00 P.M. Any ambulance used by CONTRACTOR shall be conspicuously lettered to denote that it is being operated by CONTRACTOR. CONTRACTOR's Services shall be provided twenty-four (24) hours a day and seven (7) days a week as long as this Agreement is in effect.
- 3.2 **Licensure:** The primary ambulance, as well as any secondary ambulances, dispatched for service shall meet the requirements of all applicable Federal, State and local laws, regulations and licensure standards.
- 3.3 **Equipment:** CONTRACTOR agrees to provide all usual, necessary and appropriate equipment and supplies required to perform the Services under this Agreement. Equipment and supplies shall include but not be limited to: stretchers, backboards, splints, oxygen tanks, bandages, gauze pads, dressings, saline solutions and all other equipment and medical supplies as required by the New Jersey Department of Health.
- 3.4 **Infectious Control Management:** CONTRACTOR 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.
- 3.5 **Patient Transport Destination:** CONTRACTOR, while giving due consideration to patient's preference, shall transport patients to the nearest appropriate health care facility.

- 3.6 Non-Discrimination: CONTRACTOR agrees not to differentiate or discriminate in the delivery of the Services to individuals because of gender, race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or medical condition and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.
- 3.7 Communication Equipment: CONTRACTOR agrees to provide and maintain radio equipment that complies with applicable laws. Personnel on duty shall carry on their person compatible portable radio equipment and alerting devices.
- 3.8 Monthly Reporting: CONTRACTOR shall submit monthly reports to MUNICIPALITY which shall include the number of dispatches, response times, number of patient transports and patient transport destinations. CONTRACTOR shall also implement a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which the Services are provided if appropriate. All reports submitted shall be subject to the Health Insurance Portability and Accountability Act and shall not contain "Protected Health Information" as that term is defined in the Acts and regulations and amendments thereto.

SECTION 4. DISPATCH AND HOURS OF SERVICE

- 4.1 Hours of Service: Burlington County Department of Public Safety, Division of Central Communications will dispatch CONTRACTOR to any and all requests for the Services within the Service Area.

SECTION 5. PERSONNEL

- 5.1 Vehicle Staff: Any ambulance supplied by CONTRACTOR shall be staffed by two (2) certified Emergency Medical Technicians employed by CONTRACTOR; with a minimum certification of "EMT-B"; and trained in the use of Naloxone, Epinephrine, and the Continuous Positive Airway Pressure device. CONTRACTOR employees assigned to serve MUNICIPALITY are required to have a valid driver's license and reasonable driver and safety training from CONTRACTOR. CONTRACTOR employees shall be groomed and neatly dressed in a recognizable uniform with their name badges visible. All duties shall be performed in a professional manner.
- 5.2 Supervisory Oversight: CONTRACTOR will utilize its multi-tier supervisory team to provide periodic checks on the duty crew, assure that all legal and contractual requirements are met, ensure that supplies are replenished and to ensure compliance with the specifications of the service requirements as set forth herein by the MUNICIPALITY. A supervisor assigned by CONTRACTOR shall be available to meet with MUNICIPALITY officials on a monthly basis to address any concerns or issues pertaining to the service provided pursuant to this Agreement.

SECTION 6. POST LOCATION

- 6.1 Post Location: The MUNICIPALITY shall work with the CONTRACTOR to identify suitable facilities for stationing personnel and parking ambulances during the hours of service ("Post").

The facilities shall be clean, in good repair, and sufficient for the effective provision of the Services. The assigned ambulance shall be based at the designated post location, unless transporting a patient to or from a hospital or travel incident thereto. In the event a municipal facility is utilized, the MUNICIPALITY shall cover all costs in connection with the Post, including, but not limited to landscaping, utilities, repairs, alterations, and maintenance.

SECTION 7. BILLING PATIENTS

- 7.1 **CONTRACTOR** shall bill and obtain insurance information from patients. All collections from patients, or third party payors, shall be the sole property of **CONTRACTOR**. The MUNICIPALITY shall not be liable for **CONTRACTOR**'s accounts receivable without the MUNICIPALITY' prior written consent. **CONTRACTOR** agrees that it will not file litigation against patients for fees incurred by patients for the Services unless the patient was paid directly by patient's insurance carrier for Services but refused to remit or assign the payment to **CONTRACTOR** or as required by federal CMS Rules. This provision shall supersede anything contrary in the RFP solicitation as to this Section (7.1) only.

SECTION 8. TERM

- 8.1 **Term:** This agreement shall become effective 00:00 hours on June 1, 2021, for a term of three years, expiring on 23:59 hours on May 31, 2024. Notwithstanding, **CONTRACTOR**, with assistance from both municipalities, shall make any necessary preparations prior to the effective date of this agreement.
- 8.2 **Extension:** In accordance with Article V, Section 2, Paragraph A of the RFP Solicitation, this agreement may be extended for two, one year periods with the approval of Township Council necessary for each extension year. Since this is a no cost contract, no price adjustment is necessary under the N.J. Local Public Contracts Law.

SECTION 9. INSURANCE AND INDEMNIFICATION

- 9.1 **Insurance:** The Parties agree that throughout the duration of this Agreement, the Contractor will maintain insurance consistent with Article V, Section 1 of the RFP solicitation. **CONTRACTOR** will provide the MUNICIPALITY with Certificates of Insurance and policy endorsements evidencing such coverage during each year of this Agreement naming the MUNICIPALITY as an additional insured under the policies.
- 9.2 **Indemnification:** **CONTRACTOR** hereby agrees to indemnify MUNICIPALITY, and to defend and hold them 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 **CONTRACTOR**, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement. The MUNICIPALITY, jointly and severally, hereby agree to indemnify **CONTRACTOR**, and to defend and hold it 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 MUNICIPALITY and/or their agents, officers or

employees in the performance of their duties and responsibilities under this Agreement.

SECTION 10. TERMINATION OF AGREEMENT

- 10.1 If CONTRACTOR is in default of the performance of any of its promises and agreements contained in this Agreement, and if the default or breach of performance continues for more than a reasonable time after written notice from the MUNICIPALITY to CONTRACTOR specifying the particulars of such default or breach of performance, the MUNICIPALITY may upon 60 days' notice to CONTRACTOR terminate this Agreement.

SECTION 11. GENERAL PROVISIONS

- 11.1 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been fully given if delivered in hand, transmitted by facsimile (if followed by a copy by mail within three (3) business days), or mailed by certified or registered mail:

TO MUNICIPALITY:

Pemberton Township Attn: Business Administrator
500 Pemberton-Browns Mills Rd.
Pemberton, NJ 08068
Phone: (609) 894-3303

TO CONTRACTOR:

Capital Health
Emergency Medical Services
433 Bellevue Avenue, Suite 1
Trenton, New Jersey 08618
Attn: James Boozan, Divisional Director Emergency Services
Telephone: 609-815-7000
Facsimile: 609-815-7204

With a Copy to:
Capital Health
Office of the General Counsel
750 Brunswick Avenue
Trenton, NJ 08638

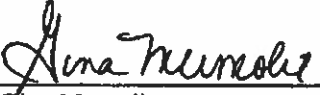
- 11.2 Compliance With Law: Each Party shall comply with all applicable federal, state and local laws and regulations.
- 11.3 Law Governing Jurisdiction: This Agreement shall be construed under and governed by the laws of the State of New Jersey. The Parties agree that any suit or action in law or in 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.

- 11.4 Fees and Expenses. The Parties to this Agreement each will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- 11.5 Entire Agreement. This Agreement is complete, and 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.
- 11.6 Amendment. This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the Parties.
- 11.7 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 CONTRACTOR to another private company or any other entity without the prior written consent of the MUNICIPALITY.
- 11.8 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 case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable 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 invalid or illegal or unenforceable provision or part of a provision had never been contained herein.
- 11.9 Section Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 11.10 Conflicts between documents: Where any conflicts exist between Pemberton Township Request for Proposals solicitation, Contract No. PT-5-2021 entitled "2021 – 2024 BASIC LIFE SUPPORT AMBULANCE SERVICES," the proposal submitted by the CONTRACTOR in response thereto dated March 3, 2021 and this Contract for Emergency Medical Services, the terms of the Request for Proposals solicitation, Contract No. PT-5-2021 entitled "2021 – 2024 BASIC LIFE SUPPORT AMBULANCE SERVICES shall prevail. Notwithstanding, the MUNICIPALITY accepts and approves the modifications to the "Duties and Responsibilities" section of the RFP Solicitation pertaining to No. 2, transportation of patients to different hospitals and No. 9, pertaining to responding to inquiries from government agencies, etc. These modifications, submitted as "Exceptions" to the RFP Solicitation are accepted in their entirety, as well as the proviso contained in Section 7.1 of this Agreement. Notwithstanding the Township's assent to the modifications as stated, the Township assumes no liability in relation to the Contractor's performance or decisions in relation to the treatment or transporting of patients.

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

CAPITAL HEALTH SYSTEM, INC.

By: 
Gina Mumolie,
Sr. V.P., Hospital Administration

PEMBERTON TOWNSHIP

By: 