

AGREEMENT FOR PROVISION OF EMERGENCY MEDICAL SERVICES

This Agreement ("Agreement") is hereby made by and between the Township of Bordentown, a municipal corporation of the State of New Jersey, having principal offices located at 1 Municipal Drive, Bordentown, NJ 08505 ("Township") and Robert Wood Johnson Barnabas Health EMS located at 379 Campus Drive, 3rd Floor, Somerset, NJ 08873 ("RWJBH EMS").

WITNESSETH

WHEREAS, the Township solicited a Request for Proposals for Emergency Medical Services through the competitive contracting process of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, for the provision of emergency medical services with the Township of Bordentown; and

WHEREAS, the Township received one (1) response to the Request for Proposals for Emergency Medical Services that being a response from RWJBH EMS; and

WHEREAS, the response from RWJBH EMS was evaluated in accordance with the evaluation criteria set forth in the Request for Proposals for Emergency Medical Services and a report was submitted to the members of the governing body and made available to the members of the public in accordance with N.J.S.A. 40A:11-4.5(d) recommending an award of contract to RWJBH EMS based on the response submitted; and

WHEREAS, the members of the Township Committee reviewed the response from RWJBH EMS and the report from the Township Qualified Purchasing Agent and found it to be in the best interests of the Township and its residents to award a contract to RWJBH EMS for the provision of emergency medical services within the Township for a term not to exceed three (3) years in accordance with the Request for Proposals for Emergency Medical Services and the response submitted by RWJBH EMS; and

WHEREAS, the Township Committee adopted a Resolution on February 13, 2023 (1) awarding a contract to RWJBH EMS for the provision of emergency medical services with the Township of Bordentown for a term not to exceed three (3) years in accordance with the Request for Proposals for Emergency Medical Services and the September 29, 2022 Response submitted by RWJBH EMS; (2) authorizing the Mayor and Clerk to execute a contract with RWJBH EMS in a form approved by the Township Attorney consistent with the Request for Proposals for Emergency Medical Services and the September 29, 2022 Response submitted by RWJBH EMS; and (3) directing the Township Clerk to publish a notice in the official newspaper of the Township summarizing the award of contract in accordance with the requirements of N.J.S.A. 40A:11-4.5(g).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Emergency Medical Services.

Township shall designate RWJBH EMS as the provider for Basic Life Support ("BLS") emergency medical services within the Township during the term of this Agreement and any renewals thereof. RWJBH EMS shall be responsible for providing BLS emergency medical services to the residents, workers, and visitors within the Township, twenty-four (24) hours a day, seven (7) days a week. RWJBH EMS shall maintain at least one (1) ambulance within the Township in a ready state at all times to respond to emergency medical service calls. A second ambulance, fully staffed, will be made available for mutual aid/assistance as available 7-days a week between the hours of 0700 – 1900. When the primary ambulance is dispatched to a call for the Township, another ambulance shall be dispatched to the region to respond to emergency medical service calls for the Township. RWJBH EMS shall ensure that response times to calls for service for the Township are less than ten minutes and fifty-nine seconds (10:59) on no less than ninety percent (90%) of the time for the two ambulances noted above.

2. Standby Emergency Medical Services.

RWJBH EMS will be responsible for providing standby emergency medical services within the Township for fire, flooding, hazardous emergency calls, community events, school sponsored sporting and other events, and local youth and nonprofit organization sporting and other events. RWJBH EMS shall provide standby emergency medical services as directed by the Township with the inservice ambulances referenced in the RFP response.

3. Licensure.

All ambulances dispatched for service within the Township shall meet the requirements of applicable federal, state and local laws, regulations and licensure standards.

4. Markings.

All ambulances shall be conspicuously lettered to denote they are being operated by RWJBH EMS.

5. Equipment and Maintenance.

A. RWJBH EMS shall be responsible for providing all ambulances and equipment. RWJBH EMS shall also be responsible for all costs associated with the operation and maintenance of the ambulances and equipment. The ambulances used for service for the Township shall be maintained in sound mechanical condition and will be cleaned and properly stocked to meet NJ Department of Health, Division of The Office of Emergency Medical Service standards. The ambulances shall also be equipped with defibrillators.

B. RWJBH EMS shall provide the Township with a list of ambulances and equipment owned or leased by RWJBH EMS meeting these specifications. The Township reserves the right to inspect the ambulances. RWJBH EMS must remediate any material deficiencies noted by the Township within a reasonable period of time. If RWJBH EMS is inspected by a state official and the ambulance or EMT member is deemed to be placed in an "out of service" state RWJBH EMS will promptly replace

the ambulance and/or EMT member. Any "out of service" mandates, regardless if it was initiated by a Township official or a non-Township official, will be reported to the Township Administrator at the time of the "out of service" mandate. Upon remediation of any such "out of service" mandates RWJBH EMS shall provide notice to the Township Administrator of remediation and the time of the remediation.

6. Cooperation with Township and City Police.

If the Township of Bordentown Police or the City of Bordentown Police are present at any scene, the Township or City Police Officer will have full command and will be the supervising official at the scene.

7. Dispatch.

Unless otherwise agreed by the Burlington County 911 Center ("Burlington County") and the parties, Burlington County will continue to be the primary Public Safety Answering Point (PSAP) for the Township. Burlington County will continue to provide public safety dispatch for all fire emergencies. Burlington County will continue to forward all police emergencies to the Township of Bordentown police desk once the address and nature of the incident is verified. Burlington County will continue to provide pre-arrival emergency medical dispatch instructions for all 911 medical calls. When a BLS ambulance is required, Burlington County will, without delay, provide the address and nature of the incident to BLS ambulance. If Burlington County determines Advanced Life Support ("ALS") services are required, Burlington County will request an appropriate ALS unit. RWJBH EMS will be responsible for monitoring their ambulances and apparatus. Township Police and/or Burlington County may contact RWJBH EMS Communications to obtain status checks and estimated times of arrivals. RWJBH EMS shall be responsible for ensuring RWJBH EMS's communications systems are compatible with Burlington County so all calls for emergency medical services are handled timely, effectively and in accordance with all applicable federal, state and local standards.

8. Mutual Aid.

Mutual aid is an important part of a comprehensive emergency medical services system. RWJBH EMS shall be responsible for compliance with existing mutual aid commitments and agreements made by the Township. Mutual aid will be handled by RWJBH EMS in the same manner as primary ambulance service is handled for the Township as set forth in this Agreement.

9. Emergency Medical Technicians.

RWJBH EMS shall provide staffing for the emergency medical services system, such that, at all times, there are two (2) New Jersey certified Emergency Medical Technicians. RWJBH EMS must also be current in any additional or ancillary certifications that are required to perform any and all job responsibilities, including, but not limited to, certification in cardiopulmonary resuscitation. These EMTs will be responsible for the provision of emergency medical services during their shift in addition to any additional duties requested by RWJBH EMS or the Township, including, but not limited to, community outreach or public information and educational services. All personnel are to be mentally and physically fit to perform their job functions.

10. Training and Appearance.

All personnel assigned to staff an ambulance will receive driver training, as well as safety and loss training. Personnel shall maintain a neat, clean and professional appearance, dressed in a recognizable uniform with name badge visible, and will perform their duties in a professional and caring manner.

11. Compensation for Emergency Medical Services and Standby Emergency Medical Services.

- A. RWJBH EMS will provide emergency medical services in accordance with the Request for Proposals for Emergency Medical Services, the RWJBH EMS response thereto and this Agreement. RWJBH EMS acknowledges that at this time, a facility to house the EMS services is not provided by the Township, and that RWJBH EMS is responsible for identifying and contracting with a facility within the service area. At this time, it is anticipated that said facility will be located in Bordentown City. RWJBH EMS shall be reimbursed an amount for rent and expenses for said facility in the amount not to exceed \$45,000 annually. RWJBH EMS shall provide the Township with a lease agreement for purposes of deriving the exact cost of rents and expenses to be reimbursed. This payment, and all other payments in accordance with the term of the RFP shall be made by the Township quarterly, and paid within thirty (30) days from the end of each quarter. RWJBH EMS will derive its reimbursement for emergency medical services from patients, for whom services are provided, including, but not limited to, insurance, Medicare and Medicaid coverage. RWJBH EMS shall be responsible for billing patients, insurance, Medicare and Medicaid directly for services provided. The Township shall not be responsible for uncollected amounts. RWJBH EMS shall not charge the Township any additional fees or costs associated with providing the emergency medical services set forth in this Agreement for primary EMS coverage.
- B. RWJBH EMS will provide standby emergency medical services in accordance with the Request for Proposals for Emergency Medical Services, the RWJBH EMS response thereto and this Agreement, for fire, flooding, hazardous emergency calls, community events, school sponsored sporting and other events, and local youth and nonprofit organization sporting and other events. RWJBH EMS shall not charge for these standby emergency medical services and Township shall not be responsible for any fees and costs associated therewith. RWJBH EMS reserves the right to use an in-service ambulance to provide the standby emergency medical services set forth in this paragraph.
- C. RWJBH EMS will charge for any additional standby emergency medical services as may be requested at the rate of \$200 per hour with a minimum of one (1) hour for each standby request. The entity requesting additional standby emergency medical services shall be responsible for the fees and costs associated therewith. Township shall not be responsible for fees and costs associated with standby emergency medical services provided at the request of third parties or other entities.

12. Consideration of Current Township/ City Employees.

RWJBH EMS shall provide opportunities for all Full Time and Part Time (Per Diem) current Bordentown Township and Bordentown City EMTs to interview for employment with RWJBH EMS. If requested by the Township and/or City, RWJBH EMS will hold a specific date for all current Township and City employees to interview with RWJBH EMS. RWJBH EMS is not required to accept any specific Current Township or City Employee for ongoing employment.

13. Quality Assurance Program.

RWJBH EMS shall establish a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which services are provided whenever appropriate. The Township reserves the right upon twenty-four (24) hour notice to have a Township Official or representative ride along with RWJBH EMS for an unspecified amount of time or calls.

14. Records and Reports.

- A. RWJBH EMS shall provide the Township with the reports as listed in the RFP. RWJBH EMS shall provide all reports to the Township Administrator. RWJBH EMS shall keep and maintain all records as required and in accordance with applicable federal, state and local laws.
- B. To the extent permitted, RWJBH EMS shall provide a written report of each complaint of service RWJBH EMS receives. The report shall state the name, address, and telephone number of the complainant, the nature of complaint, and the identification of the ambulance and personnel involved. RWJBH EMS shall reply to all complaints of service received within one (1) week. If RWJBH EMS believes the complaint is due to the actions of the Township or any of its employees or representatives, RWJBH EMS shall refer the complaint to the Township Administrator within a reasonable time after receipt of the complaint. All records and reports required to be prepared and maintained by RWJBH EMS shall be maintained and made available as herein required during the term of this Agreement and for a period of six (6) years following the termination of this Agreement. The Township, at its sole cost and expense, shall, upon two (2) days written notice, have the right to conduct periodic program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. Such audits and inspections shall occur during normal business hours and with minimal disruption to RWJBH EMS business. RWJBH EMS shall receive a full copy of each report finding within thirty (30) days of said audit. RWJBH EMS agrees to cooperate fully with the Township in the reasonably monitoring of this Agreement.

15. Method of Award.

This Agreement was awarded by the Township to RWJBH EMS in accordance with the competitive contract process of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq and Administrative Regulations, N.J.A.C. 5:34-4.1 et seq., utilizing price and the criteria set forth in the Request for Proposals. The evaluation criteria utilized in assessing

the proposals included the following: (a) RWJBH EMS acceptance of the terms and conditions of the RFP; (b) RWJBH EMS qualifications measured by: (1) ability to satisfy the terms and conditions of the RFP; (2) experience; (3) references; (4) successful operations in other municipalities; (5) service level; (6) response time; and (7) qualifications of personnel; and (c) the cost to the Township for the services to be provided.

16. Term of Agreement.

The term of this Agreement shall be for one (1) year with two (2) one-year renewal options to be exercised at the sole discretion of the Township. The Township will provide RWJBH EMS with ninety (90) days' notice in the event of nonrenewal. **The term of the agreement shall not commence unless and until the effective date of layoffs of the Township's current EMS staff as determined by the New Jersey Civil Service Commission; otherwise, the term of this Agreement shall begin July 3, 2023, at 06:00 hours.**

17. Without Cause Termination.

Either party has the right to terminate the Agreement upon ninety (90) days written notice to the other party.

18. Indemnification, Defense and Hold Harmless.

RWJBH EMS agrees to indemnify, defend and hold harmless the Township and its representatives, agents and employees, from and against any and all claims of any type whatsoever, including reasonable attorney fees and costs, of or arising out of: (a) this Agreement; (b) RWJBH EMS's provision of the emergency medical services and standby emergency medical services set forth in this Agreement; (c) RWJBH EMS's failure to provide the emergency medical services or standby emergency medical services set forth in this Agreement; or (d) RWJBH EMS or its representatives, agents or employees acts, omissions or negligence. This indemnification, defense and hold harmless provision shall apply in all instances whether the Township is made a direct party to the initial action or claim or is subsequently made a party to the action by third party pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim

Township agrees to indemnify, defend and hold harmless the RWJBH EMS and its representatives, agents and employees, from and against any and all claims of any type whatsoever, including reasonable attorney fees and costs, of or arising out of: Township or its representatives, agents or employees acts, omissions or negligence. This indemnification, defense and hold harmless provision shall apply in all instances whether RWJBH EMS is made a direct party to the initial action or claim or is subsequently made a party to the action by third party pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim

19. Insurance.

RWJBH EMS shall maintain the following insurance coverage during the term of this

Agreement and any renewals thereof: (a) comprehensive general liability insurance with coverage in an amount not less than one million (\$1,000,000) dollars per occurrence and three million (\$3,000,000) dollars aggregate with the Township and City being named as an additional insured on a primary and noncontributory basis with a waiver of subrogation on the policy; (b) medical malpractice and professional liability insurance with coverage in an amount not less than one million (\$1,000,000) dollars; (c) workers compensation insurance as required by statute to cover employees providing emergency medical services pursuant to this Agreement; and (d) motor vehicle insurance with coverage in an amount not less than three million (\$3,000,000) dollars combined single limit; (e) cyber security and privacy liability coverage with coverage in an amount of not less than one million (\$1,000,000) dollars.

RWJBH EMS shall provide the Township and City with a Certificates of insurance evidencing such insurance coverage. The Certificate of Insurance shall provide that the Township and City will be notified at least thirty (30) days in advance of cancellation or material change in any of the insurance policies.

20. Assignment.

Neither party shall assign its rights and obligations under this Agreement without the express written consent of the other party.

21. Shared Service Agreement.

As provided in the Request for Proposals for Emergency Medical Services, Bordentown Township and Bordentown City have an existing shared service agreement for the provision of BLS services pursuant to N.J.S.A. 40A:65-4. In conjunction with the execution of this Agreement, Bordentown Township and Bordentown City shall enter into a shared service agreement in substantially similar form to the existing agreement. This will permit RWJBH EMS to provide BLS services to both Bordentown Township and Bordentown City, as advertised in the Request for Proposals. The shared service agreement between Bordentown Township and Bordentown City shall be read together with the terms of this Agreement. RWJBH EMS shall be permitted to review the proposed shared services agreement prior to its execution.

22. Notices.

All notices under this Agreement shall be provided by email and regular mail as follows:

Michael Theokas, Township Administrator
Township of Bordentown
1 Municipal Drive
Bordentown, NJ 08505
M.Theokas@bordentowntownship.org

With a copy to:

Eileen K. Fahey, Esq.
162 W. Camden Ave.
Moorestown, NJ 08057

efahey@ekflaw.com

RWJ Barnabas Health EMS - Mobile Health
Attn: Anthony Raffino, Assistant Vice President - Mobile Health
379 Campus Drive, 3rd Floor
Somerset, NJ 08873
anthony.raffino@rwjbh.org

With a copy to:

RWJBarnabas Health
Attention: David A. Mebane, Esq., General Counsel.
95 Short Hills Road
West Orange, NJ 07052

23. Entire Agreement.

This Agreement represents the entire agreement between the parties and all negotiations, oral agreements and understandings are hereby merged within.

24. Amendments.

This Agreement may only be amended in writing executed by the parties.

25. Waiver/Severability.

The failure of the parties to enforce any terms or conditions of this Agreement shall not prevent the parties from subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provision of this Agreement be found by a court of competent jurisdiction to be invalid or unenforceable, such invalid or unenforceable provision shall be stricken from the Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

25. Governing Law/Venue.

This Agreement shall be construed in accordance with the laws of the State of New Jersey. All actions of or arising out of this Agreement shall be venued in the Burlington County Superior Court, Mount Holly, New Jersey.

26. Compliance.

RWJBH EMS shall comply with: (a) all the terms and conditions of this Agreement; (b) the terms, conditions and specifications set forth in the Township's Request for Proposals; (c) Equal Employment Opportunity and Affirmative Action regulations and requirements, N.J.S.A. 10:5- 31 and N.J.A.C. 17:27; (d) Americans With Disabilities Act, 42 U.S.C. S12101; (e) New Jersey Business Registration regulations and requirements, N.J.S.A. 52:32-44; and (f) all applicable federal, state and local laws.

27. Marketing.

Neither party may issue any press releases or other publicity to this Agreement or the Services without the other party's prior review and written approval.

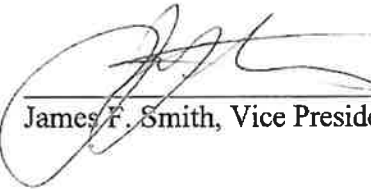
IN WITNESS WHEREOF, the individuals executing this Agreement represent they are fully authorized to do so on behalf of their respective entities and they hereby execute this Agreement to bind their respective entities to the terms and conditions of this Agreement and do so voluntarily for the purposes set forth herein.

Attest:

RWJBarnabas Health EMS

LS

6/14/2023

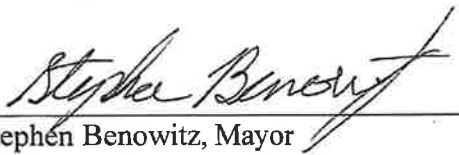


James F. Smith, Vice President - Mobile Health

Attest:

Township of Bordentown

Maria Clavinton
6/7/2023


Stephen Benowitz, Mayor