

**TOWNSHIP OF DELRAN
RESOLUTION 2022-53**

**RESOLUTION AUTHORIZING AN AGREEMENT FOR EMS SERVICES WITH
DELRAN EMERGENCY SQUAD INC.**

WHEREAS, the Delran Emergency Squad previously provided ambulance services to the Township of Delran; and

WHEREAS, the Township of Delran and Delran Emergency Squad was delayed in completing the discussions on a continuing contract to provide emergency services, and

WHEREAS, the Township is in need of 24 hour per day Emergency Medical Technician staffing to meet the health, safety and welfare of its residents;

WHEREAS, Delran Emergency Squad has expressed a continued desire to enter into a Service Agreement to provide EMS services and agrees to perform EMS services as proposed by the Township, in compliance with all applicable laws, regulations and licensure standards;

WHEREAS, the Service Agreement is in the best interest of the Township; and

NOW THEREFORE, BE IT RESOLVED by the Council of the Township of Delran that it hereby authorizes a Service Agreement by and between the Township of Delran and the Delran Emergency Squad, for basic life support services and emergency medical transport within the boundaries of Delran subject to review and approval by the Township Solicitor;

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute said Service Agreement on behalf of the Township.

Dated: March 8, 2022



Jamey Eggers, Township Clerk



Tyler Burrell, President of Council

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2022, by and between the Township of Delran (hereinafter referred to as "Delran") and Delran Emergency Squad, Inc. (hereafter referred to as "DES").

WITNESSETH

WHEREAS, DES is an ambulance organization, consisting of Emergency Medical Technicians, that provides basic life support services and emergency medical transport (hereinafter "EMS") within the boundaries of Delran and other municipalities of Burlington County since 1954; and

WHEREAS, Delran is in need of 24 hour per day basic life support services and Emergency Medical Technician staffing to meet the health, safety and welfare of its residents; and

WHEREAS, DES desires to assist Delran by supplying its basic life support services and EMS in an effort to contain costs and promote the health and welfare of the community; and

WHEREAS, it is believed that the health, safety and welfare of the residents of Delran will benefit from this Agreement; and

WHEREAS, DES has expressed a desire to provide EMS services under this Agreement; and

WHEREAS, DES agrees to perform such EMS services as proposed, in compliance with all applicable laws, regulations, licensure standards, and in addition to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenant and agreements herein contained, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES

A. Independent Contracting Parties: This is an agreement for services only. The parties further understand that DES is an independent contractor and all of the personnel assigned by DES pursuant to this Agreement are members of DES. The personnel are not employees of Delran. DES acknowledges that, except as otherwise provided in Paragraph 3 below, DES is responsible for any and all matters related to the payment of federal, state, and local payroll taxes, salaries, workers' compensation insurance and fringe benefits for its employees and members. No party to this Agreement is the principal, agent or representative of the other party. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties. DES shall indemnify and hold Delran harmless for any penalty, claim, liability or damages arising as a result of DES' failure to fulfill its duties as set forth in the preceding sentences. While Delran may be requested by DES to assist in evaluating or making supervisory decisions regarding the DES members, DES shall nevertheless retain ultimate control over such matters.

2. OBLIGATIONS OF PARTIES

A. Services:

(i) DES shall perform its services and obligations in accordance with the terms of this Agreement and shall comply with all applicable laws, regulations and licensure standards governing the reimbursement, transportation and care of patients. DES agrees to provide basic life

support services as well as emergency response and transport to all residents and visitors of Delran 24 hours a day and 365 days a year during the Term hereof. Services shall include all incidents classified as "Basic Life Support." DES' response guidelines shall be within the establishment licensure requirements of the NJDOH. Basic Life Support is the standard of medical care rendered, in accordance with professional guidelines and standards, that, based on New Jersey State Law, includes oxygen therapy, basic traumatic life support, basic cardiac life support, airway management, use of an automatic external defibrillator, and all other aspects of care as provided for by the EMT-Basic National Curriculum as published by the National Highway Traffic Safety Administration.

B. Designation: Delran designates DES as its supplier of EMS services.

C. Facilities: Delran shall provide DES the use of Delran's facilities, including Station 239, located at 900 S Chester Ave, Delran, NJ 08075, which shall be strictly used for services rendered pursuant to this Agreement. Delran shall provide for appropriate space for personnel and the storage of supplies and vehicles, as is necessary to meet the terms of this Agreement.

D. Vehicles: DES shall supply ambulances that meet all federal, state and local standards for licensure. The parties agree that an ambulance is a licensed emergency vehicle equipped and operated in accordance with the standards of the law including NJ.A.C. 8:40, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility. The ambulances are owned and maintained by DES but registered and titled to Delran for purpose of insurance through the JIF.

E. Fuel: Delran shall provide fuel at no charge for the vehicle(s) in Paragraph 2(D) used to perform services under this Agreement.

F. Maintenance: DES shall provide maintenance, directly or through a cooperative agreement with other parties, for those ambulances which are used for performing the services required by this Agreement.

G. Readiness: It is the sole responsibility of DES to ensure that all ambulances provided by DES shall be in sound mechanical condition and properly supplied, in accordance with their purpose and need. In the event that an ambulance is rendered inoperative as defined at N.J.A.C. 8:40-1.3 for Department Initiated or Provide Initiated Out Of Service DES must, directly or through a cooperative arrangement with other parties, correct the deficiencies or replace the vehicle with a back-up ambulance, which is similarly supplied and equipped.

H. Inspection: New Jersey Department of Health shall have the right to inspect ambulances utilized by DES and to make recommendation as to supplies, repair, maintenance or upgrades which are necessary for the performance by DES of the services required by this Agreement. DES remains solely responsible for determining whether supplies, repairs, maintenance or upgrades suggested by Delran are necessary. DES remains responsible for ensuring that vehicles which are used for performing the services required by this Agreement meet all statutory and regulatory requirements.

I. Billing and Contribution:

(i) DES shall bill patients, guarantors of payment and patients' insurance companies for services rendered pursuant to this Agreement. DES shall execute follow-up phone calls and dunning letters to insurance companies, guarantors of payment and patients as appropriate.

(ii) Except as otherwise specifically identified in this Agreement, Delran shall not provide any monetary compensation to DES for services rendered pursuant to this Agreement

nor shall Delran be liable to pay for any services provided by DES in this Agreement, the sole payment for services being the responsibility of the parties in the preceding Sub-Paragraph 2I(i).

J. Disposable Medical Supplies: DES shall, at its expense, directly or through a cooperative arrangement with other parties, provide, and replenish as needed, all necessary disposable and/or consumable medical supplies. Disposal of contaminated waste in accordance with all applicable laws and regulations and bagging and decontamination of contaminated linens shall be the responsibility of DES. K. Hours of Service: The vehicles provided by DES will be staffed by DES twenty-four (24) hours per day, seven days a week.

L. Coverage: DES agrees to have available during the times agreed upon, a properly trained staff to operate properly equipped ambulances provided by DES to respond to Delran's EMS calls.

M. Employees Licensure and Certifications: DES shall be responsible to ensure its members maintain appropriate licenses and certifications and meet the requirements of all applicable Federal, State and Local laws, regulations, licensure and certification standards for the operation of ambulances and provision of emergency medical services.

N. Vehicle Operators: All ambulance operators provided hereunder will possess a valid driver's license and shall be at least 19 years of age and satisfy all other reasonable conditions which are mutually agreed upon by the parties.

O. Staff and Personnel: All ambulances will be staffed with personnel who will, at the least, be certified to the level of Emergency Medical Technician – (EMT) and will be familiar with the geography and routes of the region.

P. Appearance: All personnel shall wear a uniform, supplied by DES, identification badge which identifies them as representing DES, and shall perform their duties in a professional,

courteous and caring manner Q. Infectious Control Management: DES shall be responsible to comply 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.

R. Non-Discrimination: DES agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, creed, color, national origin, ancestry, religion, sex, marital status, civil union status, domestic partnership, affectional or sexual orientation, age, financial ability, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of the liability for service in the Armed Forces of the United States or the nationality of any individual or disability, and agrees to render treatment and care to all persons in the same manner.

S. Quality Assurance: To the extent permitted by law and subject to DES's patient privacy considerations as set forth and acknowledged in Section 2(V) below, DES agrees to allow Delran to conduct periodic audits of the services rendered and all financial information, billing, records, call logs, accounts payable and receivable reports and documentation under this Agreement. Delran may audit DES at its own expense and upon three (3) days written notice to DES. Such audit shall be conducted during daytime hours between 9:00 a.m. to 5:00 p.m.

T. Complaints: DES shall respond to any complaints made against it within a time frame acceptable to all parties. DES shall respond to Delran in a prompt manner and shall list the nature of the complaint, its investigative findings and, if necessary, a corrective action plan.

U. Reporting: DES shall, to the extent permitted by applicable federal, state and local laws, permit Delran access to call log information pertaining to services rendered pursuant to this

Agreement. DES shall provide Delran with all mutually agreed upon reports and statistical data as requested.

V. Patient Medical Records: Notwithstanding Delran's auditing and DES' disclosure requirements pursuant to this Agreement, the parties acknowledge that medical records of patients are of a confidential nature. DES agrees to establish those procedures necessary to maintain the confidentiality and security of health care records as required by law. DES further agrees to comply with the Health Insurance Privacy and Portability Act (HIPPA) at all times. DES' failure to comply with HIPPA shall be considered a material breach of this Agreement and will subject DES to full liability for such a breach.

W. Subcontracts: Delran must approve in advance all subcontracts entered into by DES, if any, for the purpose of performing DES' obligations under this Agreement.

X. Public Information: Except as required by law, DES shall not publish any findings based on data obtained from operations pursuant to this Agreement without the prior written consent of Delran, whose consent shall not be unreasonably withheld.

Y. Sole Property of Delran: Subject to the limitations set forth in Section 2(V) above, all reports, studies, information, data, statistics, forms, instructions, designs, plans, procedures, manuals, systems, software, documentation, and any other material or property produced under this Agreement shall be shared by Delran and DES. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by any person, agency or corporation other than Delran or DES.

3. INSURANCE/INDEMNIFICATION

A. Insurance:

(i) To the extent such insurance is not provided by way of the JIF, Delran shall be listed as an additional insured on any liability insurance policy obtained by DES. To the extent such insurance policies are not provided by way of the JIF, such insurance policies shall require thirty (30) days prior written notice to Delran of any cancellation or change, which would affect the coverage, required herein. To the extent such insurance policies are not provided by way of the JIF, DES shall also provide certificates of insurance to Delran. Such certificates shall be identified as an Exhibit and will be attached hereto and made a part hereof. DES' insurance with regard to this Agreement must act as primary coverage, not excess or contributing coverage. DES shall assure Delran that all subcontractors are insured and shall furnish or shall have furnished separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(ii) Workers' compensation insurance, shall be provided to DES by Delran through the Burlington County Joint Insurance Fund ("JIF") for the duration of 2022. For 2023, the Township shall be responsible for 50% of the cost of Workers Compensation insurance or, at its option, shall provide such coverage for the first six (6) months of the year.

B. Indemnification: DES shall indemnify, save harmless and defend Delran, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of Delran, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied under this Agreement or by the performance of any work under this Agreement, including all suits or actions of every kind or description brought against Delran, either individually or jointly with DES for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in

connection with this Agreement, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of DES, its employees, Subcontractors or agents or others under DES' control.

4. TERM AND TERMINATION

A. This Agreement shall commence on 1st of January, 2022 and continue unless terminated by either party, until December 31, 2023. Thereafter, this Agreement shall automatically renew for successive six (6) month terms (each a "Renewal Term"). Any new terms and conditions under a Renewal Term shall be renegotiated prior to the commencement of the Renewal Term. Any party to this Agreement may terminate this Agreement at any time for any reason by providing the non-terminating party thirty (30) days advance written notice of their intent to terminate the Agreement. However, if DES terminates this Agreement without cause pursuant to this Section 4, DES agrees to grant Delran an additional sixty (60) day extension (for a total of ninety (90) days) of this Agreement in order to find a suitable replacement for DES.

5. FAILURE TO PERFORM

A. In addition to any remedy available to Delran, should DES fail to provide any services required of it pursuant to this Agreement, Delran may elect to provide for any such service, directly or by a third party.

6. GENERAL PROVISIONS

A. Access to Records: DES shall maintain its own books and records and shall permit access to such books and records as required by law, including but not limited to Section 952 of the Omnibus Reconciliation Act of 1980 and shall impose the same requirements on any and all independent contractors, subcontractors, associates or agent that render services pursuant to this Agreement.

B. Modification or Waiver: A modification or waiver of any of the provisions of this

Agreement shall be effective only if made 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 Agreements shall not be construed as a waiver of any subsequent default of the same or similar nature.

C. Assignment: This Agreement may not be assigned by any party hereto, nor shall the performance of any of the duties hereto be delegated by any party without the written consent of all the other parties. Consent not to be unreasonably withheld.

D. Arbitration: Any controversy, dispute or disagreement arising out of or relating to this Agreement, or the breach thereof, shall be settled by Arbitration, which shall be conducted in Burlington County, New Jersey in, accordance with the American Health Lawyers Association Alternative Dispute Resolution Services Rules of Procedure for Arbitration and judgment on the award rendered by the arbitrator maybe entered into any court having jurisdiction thereof.

E. Compliance with Laws: DES and Delran shall comply with any and all applicable labor laws and laws regarding equal employment opportunities whether federal, state, or local. Neither Delran nor DES shall discriminate on the basis of national origin, race, color, religion, age or sex. The parties further agree to cooperate to modify this Agreement as needed to comply with any and all laws, including not limited to, anti-referral laws, anti-kickback laws and/or tax laws.

F. Severability: In the event that any provision or portion of this Agreement shall be determined to be invalid and/or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law, unless the Agreement, as so construed, would substantially frustrate the purpose of the parties in entering into this Agreement.

G. Notices: Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, to Delran and/or DES as the

case may be as follows:

Township of Delran:

900 Chester Avenue
Delran, New Jersey 08075
Attn: Jamey Eggers, Township Clerk

Delran Emergency Squad Inc.:

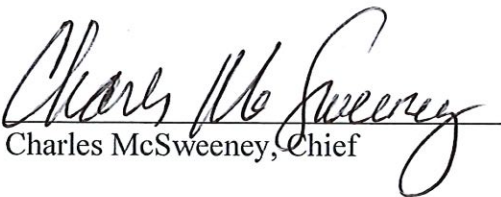
900 Chester Avenue
Delran, New Jersey 08075
Attn: Brian Baiada, President

H. Governing Law: This Agreement shall be governed by the internal laws, not the laws pertaining to choice of laws of conflict of laws, of the State of New Jersey.

I. Entire Agreement: This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

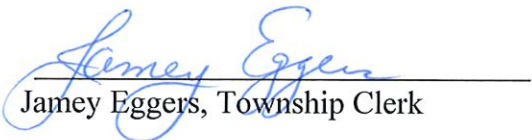
Attest:


Charles McSweeney, Chief

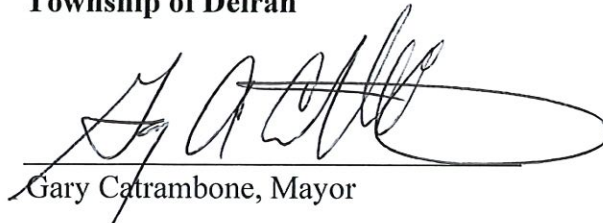
Delran Emergency Squad Inc.


Brian Baiada, President

Attest:


Jamey Eggers, Township Clerk

Township of Delran


Gary Catrambone, Mayor