



TOWNSHIP OF SOUTHAMPTON

5 RETREAT ROAD
SOUTHAMPTON, NJ 08088

Christine V. Andres, Deputy Clerk
candres@southamptonnj.org

Phone # 609-859-2736
Fax # 609-388-5532

July 22, 2020

Hampton Lakes Emergency Squad
4 Holly Blvd.
Southampton, NJ 08088
Attn: Mr. Richard Shaw, President

RE: Emergency Medical Services Agreement

Dear Mr. Richard Shaw,

Enclosed please find one (1) fully executed copy of the Emergency Medical Services Agreement for your records.

If you require any additional information, please feel free to contact the office.

Christine V. Andres, RMC
Southampton Township Deputy Clerk

Enclosures

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS EMERGENCY MEDICAL SERVICES AGREEMENT ("Agreement") is entered into this 21st day of July, 2020, by and between the Township of Southampton, a political subdivision in the State of New Jersey with its principal offices at 5 Retreat Rd., Southampton, NJ 08088 ("Township"), and the Hampton Lakes Emergency Squad, a not-for-profit corporation organized under the laws of the State of New Jersey with its principal place of business at 4 Holly Blvd., Southampton, NJ 08088 ("HLES") (collectively the "Parties").

WHEREAS, the Township solicited proposals from qualified emergency medical services organizations to provide twenty-four hours a day, seven days a week, three hundred sixty five days per year Basic Life Support emergency medical services to the citizens, workers, and visitors of the Township; and

WHEREAS, HLES submitted a proposal and the Township Committee voted to award the contract and the provision of Basic Life Support emergency medical services to HLES;

NOW, THEREFORE, intending to be legally bound and for good and valuable consideration, the Parties agree as follows:

SECTION 1 PROVISION OF BASIC LIFE SUPPORT SERVICES

HLES shall provide basic life support and other related services as outlined below.

(a) **Provision of BLS Services.** HLES shall provide basic life support (as that term is defined by N.J.S.A. 26:2K-21 and its implementing regulations) emergency medical services to the residents, workers, and visitors of the Township twenty-four hours a day, seven days a week for the term of this Agreement ("BLS Services"). HLES shall supply all personnel, equipment, vehicles and supplies necessary to provide the BLS Services and without regard to the patient's ability to pay.

(b) **Ambulance.** HLES shall provide and dedicate at minimum one licensed basic life support transport ambulance for use in performance of the BLS Services at all times. All ambulance shall be staffed in accordance with N.J.A.C. 8:40. The ambulance shall be housed and remain in the Township when on duty except when used for a mutual aid call or during transports to medical facilities.

(c) **Transport.** HLES shall provide emergency transport service to the closest appropriate medical treatment facility as dictated by the patient's condition or to the appropriate medical treatment facility as requested by the patient when possible.

(d) **Response Times.** HLES shall comply with the dispatch timelines and other procedures, policies and requirements of NFPA 1720 and the Burlington County Fire Chiefs Radio Policy Manual to the extent applicable to EMS providers. HLES shall maintain a log of its response times that notes the time of dispatch and on-scene arrival time for all calls.

(e) **On-Scene Duty Officer.** In the event of a major incident involving five or more patients, or police incidents when requested, HLES shall provide an on-scene duty officer within ten (10) minutes.

(f) **Mutual Aid.** HLES shall respond to mutual aid calls in accordance with the Township's obligations under the Burlington County Mutual Aid and Assistance Agreement.

(g) **Special and Community Events.** HLES shall provide and staff a basic life support unit for the following events within the Township:

- (1) Each concert of the Summer concert series;
- (2) Boy Scouts Car Show;
- (3) Memorial Day Parade;
- (4) Fourth of July Fireworks;
- (5) Christmas Tree Lighting; and
- (6) Other such events as may be mutually agreed upon.

SECTION 2

HLES PERSONNEL AND QUALIFICATIONS

HLES shall be solely responsible for hiring of employees, staffing and training (including all recertifications) personnel needed for the provision of the BLS Services, subject to the following requirements:

(a) **Criminal Background Check.** HLES shall perform a criminal background check on all staff used to provide BLS Services. The criminal background check shall be performed in advance of the time staff seeks active duty service with HLES and every three years thereafter. The criminal background check shall be conducted by the New Jersey State Police using the Sagem Morpho fingerprint system or the county approved State Police background check system. At minimum, the background check shall identify whether the staff member is currently charged with or previously convicted of any felony or any misdemeanor involving fraud, misrepresentation, dishonesty, violence, or in any way a child, or involving any controlled dangerous substance or controlled substance analog set forth in Chapter 35 of Title 2C of the New Jersey Statutes, with the exception of N.J.S.A. 2C:35-10(a)(4). If the background check reveals any of the preceding, then that staff member shall be deemed to have failed the background check and shall not be permitted to provide BLS Services under this Agreement unless the New Jersey Department of Health allows the staff member to be qualified to serve as a emergency medical technician. If the staff member has been charged with any of the preceding but there is no conviction, the staff member may be suspended until the charges are resolved. HLES shall provide written copies of the State Police findings to the Township for each staff member used to provide BLS Services under this Agreement.

(b) **Uniforms.** All HLES staff when on-duty shall wear a uniform with a name plate, patch, or other attached emblem that identifies the staff member's first and last name, title, and HLES's name.

(c) **EMTs.** All emergency medical technicians shall hold current certification recognized by the New Jersey Department of Health as an Emergency Medical Technician and a current CPR/Defibrillator certification.

(d) **Drivers.** All ambulance drivers must hold a valid driver's license. HLES shall perform annual reviews of drivers' abstracts to ensure continued validity.

(e) **Radio Competency.** All ambulance staff shall be trained as to how to use the radio for transmitting and receiving.

(f) **Training.** HLES shall provide or arrange for training to assist its staff in keeping their certifications current and knowledgeable of any developments in the provision basic life support services.

(g) **EMS Supervisors.** All EMS supervisors must have obtained or completed NIMS ICS-300 training or certification.

(h) **Independent Contractor.** HLES, its volunteers, employees, agents, and representatives are, for all purposes arising out of this Agreement, independent contractors and not employees of the Township. It is expressly understood and agreed that HLES and its volunteers, employees, agents, and representatives shall in no event, as a result of this Agreement, be entitled to any remunerative or compensatory benefit to which Township employees are entitled, including but not limited to overtime, retirement benefits, and injury and other leave benefits. HLES volunteers, however, are entitled to Length of Service Award Program benefits.

SECTION 3 **VEHICLES, EQUIPMENT, AND OTHER SUPPLIES**

HLES shall provide all vehicles, equipment, and other supplies necessary to provide the BLS Services, subject to the following.

(a) **Communication Equipment.** HLES shall provide and maintain all mobile radios and other communication equipment and license necessary to comply with applicable Federal Communications Commission and New Jersey Department of Health guidelines related to the provision of basic life support services.

(b) **Maintenance of Equipment.** Except as otherwise provided in this Agreement, HLES shall be responsible for the maintenance, replacement, and storage of its ambulance and other equipment necessary to perform the BLS Services. HLES shall ensure that the ambulance is in proper working order and equipped before each call and shall keep the ambulance clean and stocked with appropriate supplies. Notwithstanding the preceding, the Township shall make available to HLES at no cost any minor vehicle maintenance services that can be performed by the Township's Department of Public Works (i.e. oil changes, tire

rotations.) Failure to take advantage of these services shall not result in any financial obligation upon the Township.

(c) **Fuel.** The Township shall provide fuel for all HLES vehicles.

(d) **Facility.** The Township shall lease from HLES the facility owned by HLES at 4 Holly Blvd., Southampton, NJ 08088 for the sum of \$1.00 per year and shall pay for and maintain property and liability insurance on the facility. HLES shall be responsible for all maintenance and repairs to the facility.

SECTION 4 **RECORDS, REPORTS, AND AUDITS**

(a) **Monthly Report.** HLES shall provide to the Township a monthly report in electronic format due no later than 30 days after the close of the month providing the following information for the immediately preceding month:

- (i) the total number of calls received;
- (ii) the response time for each call, identifying the time of dispatch and the time of arrival;
- (iii) the number of response times over 14 minutes, if any, and a report explaining why the response was delayed;
- (iv) the number of calls for which a BLS unit was not available to respond to and whether that was to supplement HLES already at the scene or on another Southampton call, because HLES was on a mutual aid call or because HLES was unable to staff a rig during a particular shift;
- (v) the number of incidents when a mutual aid ambulance was called into Township;
- (vi) the number of calls where the patient was not transported;
- (vii) the number of patient emergency transports;
- (viii) the number of stand-by assignments, special events, or other assistance to the Township.
- (ix) the number of calls and associated dollar amounts considered uncollectible;
- (x) the total amount billed;

- (xi) the total amount received, with a breakdown of the amounts received from Medicare, private insurance, the patient, and any other payer.

(b) **Complaints.** HLES shall maintain a process to receive complaints about its services. HLES shall reply to all complaints within 7 days and provide a written report to the Township Administrator of each complaint it receives and HLES's response within 14 days of receipt of the complaint. The report shall include the name, address, and telephone number of the complainant, the nature of the complaint, and the identification of the ambulance, personnel involved and the disposition of the Complaint. If HLES believes the complaint is due to the actions of the Township, its designee, or another first responder, HLES shall refer the complaint to the Township, within 7 days of receipt of the complaint. The monthly report shall continue to list any complaints outstanding from the prior months.

(c) **Audits and Inspections.** The Township shall, upon ten business 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 effectiveness of this Agreement. Such audits and inspections shall occur during normal business hours. The Township shall provide HLES with a full copy of each audit or inspection report.

(d) **Retention.** All records and required to be prepared by HLES shall be maintained and made available to the Township during the term of this Agreement and for a period of six years following termination of this Agreement.

SECTION 5

BILLING

(a) **Billing.** HLES may bill and seek payment from patients, insurance, Medicare, Medicaid, and any other financially responsible party on a fee-for-service basis for the BLS Services provided. HLES shall comply with all state and federal laws and regulations related thereto, including the Medicare anti-kickback statute. HLES shall use its best efforts to collect from third party payers before collection activity covered by the Fair Debt Collection Practice Act or comparable New Jersey law is commenced against the patient.

(b) **Billing Costs and Responsibility.** HLES is responsible for all billing costs, efforts, expenses, and liabilities associated therewith.

(c) **Collections.** HLES shall not refer any past due patient bill of any patient who is a Township resident to a collection agency or otherwise initiate or pursue any collection activities, other than normal billing, against such patients.

SECTION 6

INSURANCE

(a) **Minimum Insurance Requirements.** HLES shall maintain the following minimum insurance coverages :

(i) Commercial general liability insurance in an amount not less than \$2,000,000.00 per occurrence.

(ii) Automobile liability insurance covering will be covered through the Joint Insurance Fund through the Lease Agreement with the Township.

(iii) Professional liability insurance covering HLES and each of its clinical employees, each with limits of not less than \$2,000,000.00 per occurrence.

(iv) Workers' Compensation insurance, including Employers' Liability Coverage in accordance with the statutes of the State of New Jersey.

(b) **Additional Insured.** HLES shall list the following as an Additional Insured on all liability policies: Southampton Township, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

(c) **Drivers' Licenses.** HLES shall provide to the Township a legible copy of the driver's license of each HLES staff member authorized to drive HLES's ambulances.

SECTION 7

COMPLIANCE WITH LAWS

(a) **General.** HLES shall comply with all applicable federal, state, and local laws, regulations, and policies with respect to the rendering of basic life support services and the protection of the rights of patients, including, but not limited to, rights relative to confidentiality, privacy, quality of care, consumer protection, and the like.

(b) **Affirmative Action.** HLES will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

HLES will, in all solicitations or advertisements for employees placed by or on behalf of the HLES, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

HLES will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by

the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

HLES agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

HLES agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

HLES agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

HLES agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, HLES agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

HLES shall furnish such reports or other documents to the Div. of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

(c) **ADA.** HLES and the Township do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract HLES agrees that the performance shall be in strict compliance with the Act. In the event that HLES, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, HLES shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. HLES shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims,

losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. HLES shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, HLES agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, HLES shall satisfy and discharge the same at its own expense.

The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to HLES along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the Township or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to HLES every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township of the services provided by HLES pursuant to this contract will no relieve HLES of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless HLES, its agents, servants, employees and subcontractor for any claim which may arise out of their performance of this Agreement. Furthermore, HLES expressly understands and agrees that the provisions of this indemnification clause shall in no way limit HLES's obligations assumed in this Agreement, nor shall they be construed to relieve HLES from any liability, nor preclude the Township from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

SECTION 8

TERM, DEFAULT, AND TERMINATION

(a) **Term.** The initial term of this Agreement will begin on July 1, 2020 and will continue for three years (the "Initial Term"), unless earlier terminated in accordance with this Agreement. This Agreement will be automatically renewed and extended for two successive one-year terms (each a "Renewal Term") after expiration of the Initial Term or the then-current Renewal Term, if any, unless (i) earlier terminated in accordance with this Agreement or (ii) either party provides 180 calendar days' notice of non-renewal.

(b) **Default.** If the BLS Services are unsatisfactory or inadequate in the Township's sole discretion, or if HLES is in material default under this Agreement, the Township shall have the right to give HLES written notice specifying the default complained of or the unsatisfactory or inadequate nature of the service. If HLES fails to cure the default or defect complained of within 30 days, the Township may terminate this Agreement by providing 90 days' written notice to HLES.

(c) **Immediate Termination.** If the Township becomes aware of material significant deficiencies in the provision of the BLS Services that pose an imminent health and safety risk to the residents of the Township, then the Township may immediately terminate this Agreement and arrange for services from another provider.

SECTION 9

MISCELLANEOUS

(a) **Indemnification.** HLES shall save, indemnify, and hold harmless the Township, its agents, servants, employees, officers, elected officials, and insurance carriers from any and all liability, losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to person or damage to property arising out of or incident to the performance of the terms of this Agreement by HLES or resulting from HLES's failure to meet or continue to meet any or all of the duties specified in this Agreement or resulting from HLES's failure to comply with any and all local, state, or federal statutes, regulations, rules or procedures. The Township shall save, indemnify, and hold harmless the HLES, its agents, servants, employees, officers, trustees, and insurance carriers from any and all liability, losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to person or damage to property arising out of or incident to the performance of the terms of this Agreement by the Township or resulting from the Township's failure to meet or continue to meet any or all of the duties specified in this Agreement or resulting from the Township's failure to comply with any and all local, state, or federal statutes, regulations, rules or procedures.

(b) **Waiver.** Any waiver by either party of a breach or default of any provision of this Agreement will not operate or be construed as a waiver of any other provision or any subsequent breach or default.

(c) **Remedies Cumulative.** All remedies under this Agreement at law or in equity shall be cumulative.

(d) **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to Township:	Kathy Hoffman, Administrator 5 Retreat Rd. Southampton, NJ 08088
With a copy to:	George Morris, Esquire Parker McCay 9000 Midlantic Drive, Suite 300 Mount Laurel, NJ 08054
If to HLES:	Hampton Lakes Emergency Squad 4 Holly Blvd. Southampton, NJ 08088

With a copy to: Kit Applegate, Esquire
67 Main St.
Vincentown, NJ 08088

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

(e) **Severability.** In the event that a court of competent jurisdiction holds that any provision of this Agreement is invalid, void, or unenforceable, the other provisions of the Agreement will remain in full force and will not in any way be affected, impaired, or invalidated unless to do so would substantially destroy the fundamental purposes of the Agreement or substantially and unfairly alter the respective burdens and benefits of the parties hereunder.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

(g) **Modification.** This Agreement may not be modified orally or otherwise except by writing signed by all parties.

(h) **Choice of Law.** This Agreement is to be interpreted, construed, and governed according to the law of the state of New Jersey as to all matters not covered by federal law.

(i) **Dispute Resolution.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between representatives of the parties who have authority to settle the dispute. Any party may give the other party written notice of any dispute. Within 15 days after delivery of the notice, representatives of the parties who have authority to settle the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. If the dispute has not been resolved within 30 days of delivery of the notice, either party may initiate litigation to resolve the dispute. In addition, if either party fails to respond or meet within 15 days after delivery of the notice, the other party may initiate litigation to resolve the dispute.

(j) **Recitals and Headings.** The recitals, headings, and captions contained herein are intended solely for the convenience of the parties and shall not affect the meaning, construction, interpretation, or effect of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year herein.


TOWNSHIP OF SOUTHAMPTON

By: Michael Smulski

Title: Mayor


HAMPTON LAKES EMERGENCY

SQUAD, INC.

By: Richard J. Shaw

Title: President