

AGREEMENT FOR PROVISION OF EMERGENCY MEDICAL SERVICES

This Agreement ("Agreement") is hereby made by and between the Township of Hillsborough, a municipal corporation of the State of New Jersey, having principal offices located at 379 South Branch Road, Hillsborough, New Jersey 08844 ("Township") and Robert Wood Johnson Health Network, Inc., located at One Robert Wood Johnson Place, New Brunswick, New Jersey 08903 ("RWJ").

WITNESSETH

WHEREAS, emergency medical services are currently provided within the Township of Hillsborough by Hillsborough Emergency Medical Services / Hillsborough Rescue Squad; and

WHEREAS, the Township contracted with Fitch & Associates to perform an assessment of emergency medical services within the Township of Hillsborough; and

WHEREAS, based on the assessment performed by Fitch & Associates and other factors, the Township Committee agreed it was in the best interests of the residents of the Township to solicit bids through the competitive contracting process for the future provision of emergency medical services within the Township of Hillsborough; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(f), competitive contracting may be used by a municipality in lieu of public bidding for the procurement of emergency medical services; and

WHEREAS, pursuant to N.J.S.A. 40A:11-4.3, the Township Committee adopted a Resolution on December 20, 2016 authorizing competitive contracting for the procurement of emergency medical services for the Township of Hillsborough; and

WHEREAS, the Township prepared a Request for Proposals for Emergency Medical Services and solicited bids in accordance with the competitive contracting process; and

WHEREAS, the Township received one (1) response to the Request for Proposals for Emergency Medical Services that being a response from RWJ, dated February 7, 2107; and

WHEREAS, the response from RWJ 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 RWJ based on the response submitted; and

WHEREAS, the members of the Township Committee reviewed the response from RWJ 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 RWJ for the provision of emergency medical services within the Township for a term not to exceed five (5) years in accordance with the Request for Proposals for Emergency Medical Services and the response submitted by RWJ; and

WHEREAS, the Township Committee adopted a Resolution on March 28, 2017: (1) awarding a contract to RWJ for the provision of emergency medical services within the Township of Hillsborough for a term not to exceed five (5) years in accordance with the Request for Proposals for Emergency Medical Services and the February 7, 2017 Response submitted by RWJ; (2) authorizing the Mayor and Clerk to execute a contract with RWJ in a form approved by the Township Attorney consistent with the Request for Proposals for Emergency Medical Services and the February 7, 2017 Response submitted by RWJ; 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 RWJ as the provider for Basic Life Support (“BLS”) emergency medical services within the Township during the term of this Agreement and any renewals thereof. RWJ 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. RWJ shall maintain at least two (2) ambulances within the Township in a ready state at all times to respond to emergency medical service calls. RWJ shall also maintain ambulances at the north and west borders of the Township as back ups. When the ambulance is dispatched to a call, another ambulance shall be immediately dispatched and located within the Township to respond to emergency medical service calls. RWJ shall continue to dispatch ambulances to the Township to ensure there are always two (2) ambulances located within the Township in a ready state to respond to emergency medical service calls. New Jersey licensed Emergency Medical Technicians (“EMTs”) in good standing are required to be on site with the ambulances twenty-four (24) hours per day, seven (7) days per week.

2. Standby Emergency Medical Services.

RWJ will be responsible for providing standby emergency medical services within the Township for fire, rehabilitation services for firefighters, flooding, hazardous emergency calls, community events, school sponsored sporting and other events, and local youth and nonprofit organization sporting and other events. RWJ shall provide standby emergency medical services as directed by the Township.

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 RWJ.

5. Equipment and Maintenance.

A. RWJ shall be responsible for providing all ambulances and equipment. RWJ shall also be responsible for all costs associated with the operation and maintenance of the ambulances and equipment. The ambulances used for service within 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. RWJ shall provide the Township with a list of ambulances and equipment owned or leased by RWJ meeting these specifications. The Township reserves the right to inspect the ambulances. RWJ must remediate any deficiencies noted by the Township within a reasonable period of time. If RWJ is inspected by a state official and the ambulance or EMT member is deemed to be placed in an "out of service" state RWJ will immediately 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 RWJ shall provide notice to the Township Administrator of remediation and the time of the remediation.

6. Hillsborough Volunteer Rescue Squad.

A. The Township is interested in preserving the Hillsborough Volunteer Rescue Squad to provide emergency medical services and standby emergency medical services within the Township in cooperation with RWJ. The Township cannot guarantee the viability or continued existence of the Hillsborough Volunteer Rescue Squad. RWJ agrees to cooperate with the Hillsborough Volunteer Rescue Squad in providing emergency medical services and standby emergency medical services within the Township to the extent such entity remains viable and continues to exist. RWJ shall remain ultimately responsible for ensuring these services are provided in accordance with this Agreement and the specifications set forth by the Township in the Request for Proposals.

B. RWJ will integrate the Hillsborough Volunteer Rescue Squad into its response plans for the Township. The Hillsborough Volunteer Rescue Squad must notify RWJ at least twelve (12) hours in advance of when they will have a crew in quarters and available to respond. The periods of time provided by the Hillsborough Volunteer Rescue Squad must be in blocks of at least six (6) consecutive hours for scheduling purposes. RWJ will dispatch the Hillsborough Volunteer Rescue Squad through MedCentral over the New Jersey Interoperability Communications System. RWJ will provide assistance to the Hillsborough Volunteer Rescue Squad to program the appropriate talk groups into their radio equipment. RWJ shall be responsible for dispatch and assignment of the Hillsborough Volunteer Rescue Squad as deemed necessary and appropriate by RWJ to meet its emergency medical service and standby emergency medical service obligations under this Agreement.

7. Cooperation with Township Police.

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

8. Dispatch.

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

9. Ambulance Response Time.

Response times in an efficient emergency medical services system shall be consistent with national averages. Response times must be less than ten minutes and fifty nine seconds (10:59) on no less than ninety percent (90%) of the occasions in any given 168 hour period.

10. Mutual Aid.

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

11. Emergency Medical Technicians.

RWJ shall provide staffing for the emergency medical services system, such that, at all times, there are two (2) New Jersey certified Emergency Medical Technicians at the defibrillation level. RWJ 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 RWJ 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.

12. 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.

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

RWJ will derive its reimbursement for emergency medical services and standby emergency medical services from patients for whom services are provided, including, but not limited to, insurance, Medicare and Medicaid coverage. RWJ shall be responsible for billing patients, insurance, Medicare and Medicaid directly for services provided. The Township shall not be responsible for uncollected amounts. RWJ shall not charge the Township any fees or costs associated with providing the emergency medical services set forth in this Agreement. RWJ shall not charge the Township or any other individual, entity or organization any fees or costs associated with providing the standby emergency medical services set forth in this Agreement. RWJ shall not charge the Hillsborough Fire Department or its members with any fees or costs associated with providing the emergency medical services or standby emergency medical services set forth in this Agreement.

14. Quality Assurance Program.

RWJ 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 RWJ for an unspecified amount of time or calls.

15. Records and Reports.

A. RWJ shall provide the Township with the reports described below. RWJ shall provide all reports to the Township Administrator. The reports will be generated in electronic form to the Township, however, all record keeping required by State law or regulation shall be maintained in the manner prescribed by law. RWJ shall provide to the Township a quarterly operating report

by the 10th day after the end of the quarter. The report shall be sent to the Township in an electronic format acceptable to the Township. The report shall contain the following information: (a) total number of BLS responses; (b) response time to BLS calls, identifying time of dispatch and time of arrival; (c) number of response times over ten minutes and fifty nine seconds (10:59); (d) number of incidents a BLS Unit was not available; (e) number of incidents when a mutual aid ambulance was called into the Township; (f) total number of calls where the patient was not transported; (g) total number of patient emergency transports; and (h) type of calls. In addition, RWJ shall maintain proper documentation of calls for billing purposes. RWJ shall provide a quarterly financial report which shall include: (a) number of BLS calls for the three (3) month period; (b) number of calls and associated dollar amounts considered uncollectible; and (c) amount billed and amount received for BLS calls for the three (3) month period, including the payer mix of collections.

B. RWJ shall provide a written report of each complaint of service RWJ 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. RWJ shall reply to all complaints of service received within one (1) week. If RWJ believes the complaint is due to the actions of the Township or any of its employees or representatives, RWJ shall refer the complaint to the Township Administrator within 24 hours of receipt of the complaint. All records and reports required to be prepared and maintained by RWJ 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 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. RWJ shall receive a full copy of each report finding. RWJ agrees to cooperate fully with the Township in the monitoring of this Agreement.

16. Method of Award.

This Agreement was awarded by the Township to RWJ 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) RWJ acceptance of the terms and conditions of the RFP; (b) RWJ 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.

17. Term of Agreement.

The term of this Agreement shall be for two (2) years with three (3) one year renewal options to be exercised at the sole discretion of the Township. The Township will provide RWJ with ninety (90) days notice in the event of nonrenewal. The term of this Agreement shall begin upon the Township's notification to RWJ to proceed with providing the emergency medical services which notification shall be provided on or before June 4, 2017.

18. Default and Termination.

In the event RWJ fails to fulfill any of its obligations under this Agreement or the Township finds RWJ's performance to be unsatisfactory, the Township reserves the right to terminate the Agreement upon ninety (90) days written notice to RWJ.

19. Indemnification, Defense and Hold Harmless.

RWJ 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) RWJ's provision of the emergency medical services and standby emergency medical services set forth in this Agreement; (c) RWJ's failure to provide the emergency medical services or standby emergency medical services set forth in this Agreement; or (d) RWJ 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.

20. Insurance.

RWJ 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 five million (\$5,000,000) dollars with the Township named as an additional insured to cover the indemnification obligations set forth in this Agreement; (b) medical malpractice and professional liability insurance with coverage in an amount not less than five million (\$5,000,000) 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 five million (\$5,000,000) dollars. RWJ shall provide the Township with a Certificate of Insurance evidencing such insurance

coverage. The Certificate of Insurance shall provide that the Township will be notified at least thirty (30) days in advance of cancellation or material change in any of the insurance policies.

21. Assignment.

RWJ shall not assign its rights and obligations under this Agreement without the express written consent of the Township.

22. Notices.

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

Township of Hillsborough
379 South Branch Road
Hillsborough, New Jersey 08844
Attn: Township Clerk
pborek@hillsborough-nj.org

Robert Wood Johnson Health Network
One Robert Wood Johnson Place
New Brunswick, NJ 08903
Attn: Director, Robert Wood Johnson Mobile Health Service
donald.roberts@rwjbh.org

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.

26. 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 Somerset County Superior Court, Somerville, New Jersey.

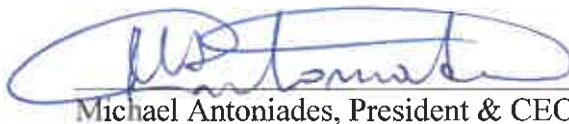
27. Compliance.

RWJ 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.

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:

Robert Wood Johnson Health Network, Inc.


Michael Antoniades, President & CEO

Attest:

Township of Hillsborough



Pamela Borek, Clerk



Carl Suraci, Mayor