

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF
MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, NEW JERSEY,
AUTHORIZING EXECUTION OF AN AGREEMENT WITH PRIME HEALTHCARE
SERVICES – SAINT CLARE’S FOR EMERGENCY MEDICAL SERVICES**

BE IT RESOLVED, by the Mayor and Borough Council of the Borough of Mount Arlington, County of Morris, State of New Jersey, that the Mayor is authorized to execute an Agreement between the Borough of Mount Arlington and Prime Healthcare Services – Saint Clare’s for Emergency Medical Services for the Borough.

This Resolution shall take effect immediately.

I HEREBY CERTIFY this to be a true and correct Resolution of the Mayor and Borough Council of the Borough of Mount Arlington and adopted on January 19, 2021.

A handwritten signature in black ink, appearing to read 'M. N. Bansch', written over a horizontal line.

Matthew N. Bansch, Borough Clerk

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL SERVICES (hereinafter referred to as the "Agreement"), is made and entered into this 15th day of May, 2021 (the "Effective Date"), by and between:

PRIME HEALTHCARE SERVICES – SAINT CLARE’S, LLC a New Jersey limited liability company located at 25 Pocono Road, Denville, New Jersey 07834 (hereinafter referred to as "Provider"),

and

THE BOROUGH OF MOUNT ARLINGTON, a municipal corporation of the State of New Jersey, with office located at 419 Howard Blvd., Mount Arlington, NJ 07856 (hereinafter referred to as the "Borough").

Provider and Borough hereafter may be referred to individually as a "Party" and collectively as the "Parties."

WITNESSTH:

WHEREAS, Provider is a for-profit hospital dedicated to providing quality health care services to the members of its community; and

WHEREAS, Provider operates duly licensed acute care hospitals located in Denville and Dover, New Jersey, and, as part of its health care operations, Provider owns and operates an ambulance service; and

WHEREAS, Provider desires to provide Basic Life Support Services (hereinafter referred to as "BLS Ambulance Services") during emergency responses; and

WHEREAS, Provider is duly licensed in the State of New Jersey to provide BLS Services and has the necessary equipment, training, expertise, and professional certifications, and licenses to provide such services; and

WHEREAS, Provider desires to provide Emergency Medical Transportation Services to the Borough in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and Borough agree as follows:

- 1. TERM.** This Agreement shall commence on the Effective Date, and shall continue for a period of one (1) year. Thereafter, extensions of one (1) year will be automatic as of each successive anniversary of the Effective Date, for a maximum of two (2) successive one (1) year periods, not to exceed three (3) years in the aggregate, unless sooner terminated as herein provided.

2. TERMINATION.

- 2.1** Either party, without cause, may terminate this Agreement, by giving ninety (90) days written notice of its intention to withdraw from this Agreement.
- 2.2** This Agreement may be terminated immediately by either party without notice if the other party acts or fails to act in a way that jeopardizes the health or safety of any patient. In such a case, written notice of the termination shall follow thereafter.
- 2.3** In the event of a breach by either party, this Agreement may be terminated upon written notice to the party alleged to be in breach of the Agreement, subject to the following. Termination will occur in the case where the breaching party fails to cure the breach within fifteen (15) days of the date of its receipt of such written notice or any reasonable extension thereof which the parties may agree upon to remedy such breach.
- 2.4** This Agreement may be terminated pursuant to Section 15 in cases involving jeopardy as therein indicated, and in the manner therein set forth.

3. PROVISION OF SERVICES.

- 3.1** Provider agrees to provide to the Borough, and those persons within the borders of the Borough, such BLS Ambulance Services as are sufficient to meet the needs of the Borough, when requested to do so, provided Provider then possesses the resources capable of fulfilling such request.
- 3.2** All requests for BLS Ambulance Services from Provider shall be made, via telephone request, to the telecommunications center designated by the Provider following consultation with the Borough.
- 3.3** In the event Provider does not then possess the resources capable of fulfilling such request as aforementioned, the telecommunications center designated by the Provider shall notify the Borough's designated EMS dispatching agency via telephone communications.
- 3.4** In the event Provider is not then capable of providing the resources capable of fulfilling such request, it shall be the responsibility of the Provider to obtain the resources appropriate for fulfilling such request, without the assistance of the Borough.
- 3.5** Provider will make its services available for special events in the Borough at an additional charge to the Borough, upon mutual agreement of the parties.
- 3.6** Provider shall not provide services for stand-by events not pre-arranged pursuant to Section 3.5 above, including, but not limited to, police department, fire department or public safety events.
- 3.7** Provider shall provide to the Borough, on a monthly basis, a record of all services provided and the associated response times of those records, not to include any information which is deemed not be in accordance with any applicable laws, rules and regulations.
- 3.8** Provider shall, when medically appropriate, transport any patient to the receiving acute-care hospital of their choosing. Responsibility of determining medically appropriate circumstances shall rest solely on the Provider and its employees, agents, subcontractors

and independent contractors. In the event a patient has a specific hospital of their choosing, such will be considered by the Provider in the event good cause is shown for such request.

- 3.9** Borough agrees to provide a space sufficient as to shelter one ambulance and its occupants from the environment, as well as bathroom facilities. Borough shall be responsible for general maintenance of the space and its entrances and egresses, as well as for snow and ice removal.
- 4. BILLING.** Provider shall bill and collect from third party payors and/or the patient for payment of its full general public rates and charges for services pursuant to this Agreement. Charges for all BLS Ambulance Services shall be in accordance with Provider's then-current fee schedule. Provider shall be solely responsible for collection of any bills or fees pursuant to this Agreement, and shall not hold Borough liable for payment of any bills associated with services provided, unless otherwise specified in this Agreement.
- 5. LICENSING.** Provider shall at all times maintain licensures and certifications as required by local, state and federal agencies governing vehicle operations that are required to perform the BLS Ambulance Services hereunder.
- 6. CONFIDENTIALITY.** Provider shall maintain confidentiality of patient information acquired in the course of providing services, and shall not release such information without prior written authorization from the patient or otherwise in accordance with any applicable laws, rules and regulations.
- 7. INSURANCE.** Each party shall at its sole cost and expense, procure, keep and maintain throughout the term of this Agreement, insurance coverage in the minimum amounts of: Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate for commercial liability, Five Million Dollars (\$5,000,000) each and every occurrence for automobile liability and applicable state statutory limits for workers' compensation. Such policies shall cover all of the services provided hereunder by the respective parties. --All coverage shall be written with insurance carriers holding a minimum of an A-V Financial Strength Rating as per A.M. Best. Full coverage limits hereunder may be satisfied through a combination of primary and secondary insurance (i.e., through an umbrella or excess liability policy). If secondary coverage is included, those policies shall be written on a follow-form basis, and provide drop down coverage in the event that the primary insurance aggregate limits are exhausted. In the event a party procures a "claims-made" policy to meet the insurance requirements herein, each party agrees to purchase "tail" coverage upon the termination of any such policy or upon termination of this Agreement. Further, Provider shall at its sole cost and expense, procure, keep and maintain throughout the terms on this Agreement insurance coverage in the minimum amounts of Five Million Dollars (\$5,000,000) per claim and Five Million Dollars (\$5,000,000) annual aggregate for professional liability or the primary professional liability coverage required under any state mandated patient compensation fund and with participation in the excess liability fund thereunder. Each party shall furnish to the other, at least annually or upon renewal, a certificate of insurance evidencing all of the herein specified policies of insurance with an insurer and with limits meeting the requirements of this Agreement. Failure to maintain the required insurance, as set forth in this Agreement, may result in termination of this Agreement. To the degree permissible, each party shall name the other as an additional insured with respect to

commercial liability coverage. To the degree permissible, Provider shall name the Borough as an additional insured with respect to professional liability coverage. All policies shall contain a 30 day written notice provision prior to any termination, cancellation or non-renewal thereof.

8. **AVAILABILITY OF RECORDS.** Each party shall make any and all records related to this Agreement available for inspection and/or audit upon request by the other party in accordance with federal and state laws, rules and regulations.
9. **NONDISCRIMINATION.** Neither party shall discriminate in the provision of BLS Ambulance Services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age or any other legally prohibited basis, except as may be medically indicated.
10. **INDEMNIFICATION.** Each party shall defend (including the payment of reasonable attorneys' fees and costs), indemnify, and save harmless the other party, its officers, agents, servants, and employees, for any and all claims made by any person or entity for personal injury or bodily injury of any nature, or for property damage, which is alleged to or may have occurred out of the performance of, or may have in any way been connected to the performance of, this Agreement, whether such performance is provided or undertaken directly by Provider, Borough, or any employee, agent, independent contractor, or subcontractor of either party. This duty to indemnify and defend shall extend to all activities which are undertaken in the context of the performance of this Agreement, or which are in any way connected thereto, including, but not limited to, the inspection, maintenance, use of operation, etc., of vehicles, machinery, equipment, implements, or appliances utilized by or in the possession of Provider or Borough, their agents, employees, independent contractors, or subcontractors, and/or to all claims of failure to respond in a timely manner in connection with this Agreement.
11. **INDEPENDENT CONTRACTORS.** The parties to this Agreement are acting as independent contractors, and nothing contained herein shall be construed to create the relationship of employer and employee, principal and agent, partners or joint ventures.
12. **MISCELLANEOUS.**
 - 12.1 **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties concerning the subject matter hereof, and shall supersede currently existing agreements of the parties, both written and verbal, concerning the subject matter hereof.
 - 12.2 **NOTICE.** Notices required or permitted to be given under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested, by hand delivery, or by a nationally recognized overnight delivery service. All notices shall be sent to the following addresses or such other address as the parties may designate in writing from time to time.

PROVIDER: Prime Health Services - Saint Clare's, LLC
25 Pocono Road
Denville, NJ 07834
Attn: CEO

BOROUGH: Borough of Mount Arlington
419 Howard Blvd
Mount Arlington, NJ 07856
Attn: Borough Administrator__

13. **SEVERABILITY.** The provisions of this Agreement shall be deemed severable, and if any provision shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.
14. **ASSIGNMENT.** Neither this Agreement or any obligations thereunder may be assigned to any third party without prior written consent of the other party.
15. **JEOPARDY.** In the event that any part of this Agreement shall be determined to be illegal such as would be deemed to jeopardize any license or certification (including Medicare certification) or the tax-exempt status of Provider or its affiliates, then this Agreement shall be construed as if such part or portion of the Agreement were not included herein, pending negotiation for modification by the parties, for a period of thirty (30) days following the notice from one party to the other requesting that the Agreement be renegotiated in order to eliminate the illegal or problematic jeopardizing term(s). If after said good faith negotiations for thirty (30) days or any extension thereof agreed to by the parties, the parties have been unable to reach agreement as to how to amend the Agreement to resolve the risk of jeopardy contemplated herein, this Agreement shall thereafter terminate.
16. **NO PAYMENTS FOR REFERRALS.** Provider and Borough acknowledge and agree that the benefits inuring hereunder do not require, are not payment for, and are not in any way contingent upon the referral, admission or any other arrangement for the provision of any item or service. The parties further acknowledge and agree that, notwithstanding anything herein to the contrary, neither party is required under this Agreement or other agreement between Provider and Borough, to refer any patient to any health care provider or purchase any item or service for which payment may be made under Medicare, Medicaid or any other government health care provider, or purchase any item or service for which payment may be made under Medicare, Medicaid or any other government health care program from any source. The parties further acknowledge and agree that this Agreement shall not be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. No payment made under this Agreement shall be in return for such referral or purchase.
17. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with, and the rights of the parties hereto shall be determined by, the laws of the State of New Jersey, in which jurisdiction this Agreement has been made.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their corporate officers and their proper corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

PROVIDER:
PRIME HEALTHCARE SERVICES – SAINT
CLARE'S, LLC

BOROUGH:
Borough of Mount Arlington

By: Brian Finestein

By: [Signature]

Name: Brian Finestein

Name: Michael Stanzilis

Title: CEO

Title: Mayor