

**BOROUGH OF FOLSOM
COUNCIL MEETING
MINUTES
January 9, 2013**

MEETING CALLED TO ORDER: 7:17 PM

SALUTE TO THE FLAG LED BY MAYOR TOM BALLISTRERI

OPENING STATEMENT: Adequate notice of this meeting has been given in accordance with the open public meeting act, pursuant to Public Law 1975, Chapter 231. Said meeting has been advertised in the Hammonton News and has been posted on the Borough Hall bulletin board showing the time and place of said meeting.

ROLL CALL: Councilpersons, Gazzara, Esposito, Gummo and Smith

Absent: Councilman Schenker and Councilman Kemmerer

Also present: Mayor Tom Ballistreri, Attorney Mike Fitzgerald and Engineer Vince Polistina

APPROVAL OF WORKSHOP MINUTES FROM December 12, 2012

A motion to approve the minutes was made by Councilman Esposito and seconded by Councilman Gazzara

There was a roll call vote with ayes all with the exception of Councilman Gummo and Councilman Smith's abstention.

APPROVAL OF THE MINUTES FROM December 12, 2012

A motion to approve the minutes was made by Councilman Gazzara and seconded by Councilman Esposito

There was a roll call vote with ayes all with the exception of Councilman Gummo and Councilman Smith's abstention.

APPROVAL OF THE RE-ORGANIZATION MINUTES FROM JANUARY 2, 2013

A motion to approve the minutes was made by Councilman Smith and seconded by Councilman Gummo

There was a roll call vote with ayes all.

MEETING OPEN TO PUBLIC:

Guest Speaker: Mr. Rick Dovey and Mr. Gary Conover to speak on behalf of the ACUA regarding the annual budget.

Marie Anastasia (1315 13th St.) cautioned residents of a new virus that is going around. Ms. Anastasia asked the Borough to take custodian of the Veteran's Monument. Ms. Anastasia also

thanked Joyce Kemmerer for all her help and wreath donations. The Mayor agreed with Ms. Anastasia and suggested that the Borough would be willing to take over the care of the Monument. Mayor Ballistreri thanked all residents that helped throughout the years with the Monument.

MaryJane Kaiser (303 E. Collings Drive) welcomed the new Councilman and hoped that everyone will work together for Folsom. Ms. Kaiser wished everyone a Happy New year.

RESOLUTIONS:

Consent Agenda: All matters listed under Consent Agenda, are considered to be routine by this Borough Council and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

**RESOLUTION 2013-28
BOROUGH OF FOLSOM**

**A RESOLUTION AUTHORIZING PERSON-TO-PERSON TRANSFER OF A RETAIL
PLENARY CONSUMPTION LICENSE**

#0110-33-004-004 Ghag Limited Liability Co., LLC T/A/ Horsin Around to Namah Shivay, Inc., LLC

WHEREAS, an application has been filed for Person-to-Person Transfer of Plenary Retail Consumption License Number 0110-33-004-004, heretofore issued to Ghag Limited Liability Co., LLC, with a mailing address of 1118 Black Horse Pike, Folsom, NJ; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Borough of Folsom, does hereby approve effective January 9, 2013 the Person-To-Person Transfer of Plenary Retail Consumption License No. 0110-33-004-004 heretofore issued to Namah Shivay Inc., LLC 3125A Vine Road, Vineland, New Jersey, and does hereby direct the Alcoholic Beverage Control Secretary to endorse the license certificate to the new ownership.

RESOLUTION 2013-29

**SHARED SERVICE AGREEMENT
WITH FOLSOM SCHOOL**

THIS SHARED SERVICE AGREEMENT made this 9th day of January, 2013, by and between **THE BOROUGH OF FOLSOM**, a municipal corporation in the County of Atlantic, State of New Jersey with offices at 1700 12th Street (Rt 54), Folsom, NJ 08037 (“Folsom”) and the **FOLSOM SCHOOL DISTRICT**, County of Atlantic, 1357 Mays Landing Road, Folsom, New Jersey 08037 (“School District”).

WITNESSETH:

WHEREAS, Folsom’s Road Department has the equipment and access to rock salt which it uses on the Borough’s public roadways in order to prevent, limit or minimize ice accumulation; and

WHEREAS, the School District lacks the equipment and access to rock salt for such purposes and must contract with private sources for such service at an additional cost to the taxpayers of the Borough; and

WHEREAS, Folsom is willing to have its Road Department apply rock salt to the driveways at the Folsom School without charge to the School District in order to save the additional cost from being imposed upon the taxpayers of the Borough; and

WHEREAS, it is in the best interest of the residents and taxpayers of the Borough to enter into this Shared Service Agreement for the supply and mechanically spreading of deicing rock salt at the Folsom School by the Folsom Road Department, subject to the availability of equipment, materials and personnel.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the Borough of Folsom and the Folsom School District through its Board of Education agree as follows:

1. **SCOPE OF SERVICES.**

- a. The Borough agrees to supply and mechanically spread deicing rock salt on the driveways at the Folsom school when deemed necessary and appropriate in the discretion of the Road Department and subject to the availability of equipment, materials and personnel. Folsom shall perform the services for the District automatically and without the need for a request by the District. However, the District is free to make a specific request to the Borough Road Department when it believes such service is warranted.

2. **PERFORMANCE**

- a. The Borough shall perform the service under this Agreement using its equipment in a workmanlike manner. The District shall make every effort to have any vehicles removed from the driveways prior to the application of the rock salt. It is acknowledged by the District that the Borough is not providing snow plowing service for the Folsom School and its services is limited to the application of deicing rock salt. The decision by the Borough to provide the service under this Agreement at any specific time is subject to the discretion of the Borough and its Road Department including, but not limited to, the availability of equipment, materials and personnel. The District acknowledges that the providing of this service at the Folsom school site is subject to the priority for the Road Department to provide deicing rock salt and other snow and ice removal service for the roadways within the Borough and for Borough property.

3. **DISCRETIONARY SERVICE.**

- a. The School District acknowledges that the service under this Agreement is being provided by the Borough subject to its discretion and the School District acknowledges that the Borough cannot provide a firm commitment to provide such service on every occasion when the School District may deem it necessary. Accordingly, the School District agrees that it will enter into a separate Contract with a commercial provider of such mechanical application of deicing rock salt as a back up to this Agreement for those occasions when the Borough is unable to provide such service in its sole judgment.

4. **TERM.**

- a. The term of this Agreement shall is for the 2012-2013 winter season and shall continue thereafter for five (5) additional winter seasons and shall be subject to renewal thereafter by the parties. Either party may terminate this Agreement without cause at any time upon notice to the other party.

5. **PAYMENT.**

- a. The Borough waives any payment or reimbursement by the School District, including any compensation for time and materials. The Borough has determined that it is in the best interest of the residents and taxpayers of the Borough of Folsom to provide this service to the school district without charge or reimbursement.

6. **INDEPENDENT CONTRACTOR.**

- a. The employees of the Road Department providing the service under this Agreement are working under the direction of the Borough as employees of the Borough and not as agents or employees of the District.

7. **RELEASE AND INDEMNIFICATION.**

- a. The District agrees to release and indemnify the Borough, its Road Department and its officers and employees from and against any liability, damage or cost because of any injury to person or property arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the services under this Agreement. The District also waives all right of recovery, claim, action or cause of action against the Borough for any matters described in the preceding sentence.

8. **APPLICABLE LAW.**

- a. This Agreement shall be governed by the laws of the State of New Jersey including, without limitation, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.

9. **MODIFICATIONS.**

- a. This Agreement may not be amended, altered or modified in any manner except in writing executed by the parties.

IN WITNESS WHEREOF, we do hereby agree to the within on this 9th day of January, 2013

**RESOLUTION 2013-30
BOROUGH OF FOLSOM**

**A REVISED RESOLUTION TO DESIGNATE AN AMBULANCE/RESCUE SERVICE
AGREEMENT**

his Agreement (the "Agreement") is made and entered into this 1st of January, 2013 by and between AtlantiCare Regional Medical Center, a New Jersey nonprofit corporation, ("AtlantiCare" or "Contractor") and the Borough of Folsom ("City"). AtlantiCare and Borough of Folsom may hereafter be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, AtlantiCare provides basic life support ("EMS") services, with vehicles licensed by the State of New Jersey and certified EMT employees; and

WHEREAS, Folsom is faced with a emergent situation involving a threat to public health in that its current EMS provider can no longer provide services; and

WHEREAS, AtlantiCare has agreed to provide services including an immediate transition of care under the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises made herein and the mutual benefits to be derived herefrom, AtlantiCare and Folsom, intending to be legally bound hereby, agree as follows:

I. Definitions

AMBULANCE: A licensed emergency vehicle equipped and operated in accordance with the standards of the law including NJAC 8:40, the purpose of which is to provide treatment and transportation of the sick and injured to a medical care facility.

BASIC LIFE SUPPORT (“BLS”): 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, including intubation, 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.

PATIENT: Any resident or visitor who, based on information received through the dispatch center, is perceived to be in need of medical care.

PROVIDER: A State of New Jersey certified emergency health services provider who is authorized by the City to provide emergency health services within the City.

RESPONSE: The act of physically proceeding to the location where a patient is at, as defined by information received through the dispatch process.

RESPONSE TIME: The period, measured in seconds, from the Contractor’s unit’s receipt of a call for emergency health services until the unit arrives on location.

RESIDENT: A person who, at the time of response, treatment or transport by the Contractor, occupied any type of dwelling including, but not limited to a home, rental unit, motel, hotel, residential living facility, boarding house, medical treatment facility, nursing home, or extended care facility within the geographic boundaries of the City.

TRANSPORT: The act of physically moving a patient from one location to another in a professional manner for the purposes of seeking a higher level of emergency care, in adherence with all professional guidelines and standards which may govern the relocation of the patient.

TREATMENT: Medical care provided to the patient, including, but not limited to the assessment, stabilization, and provision of medical interventions to a patient.

VISITOR: A person who, at the time of response, treatment or transport by the Contractor, was physically located within the geographic bounds of the City, despite the maintenance of a residence outside of the geographic bounds of the City.

II. Procedures AND PROGRAM REQUIREMENTS

A. Program PROCEDURES

The emergency medical services program procedures for medical services focus upon the provision of an organized system of medical care delivery for Folsom residents and visitors. They are intended to establish criteria for successful program operations.

The procedures are:

1. To meet the City’s obligation to provide emergency medical services to the residents and visitors of the City:
 - as a coordinated and managed system of care;
 - incorporated with the private sector, as a public/private partnership
 - in a fashion that provides geographic and culturally sensitive accessibility;
 - at a price that is competitive, cost effective and within available resources;

- at an acceptable quality level consistent with community standards of care;
 - in a manner that is strongly anchored in a foundation of accountability for the quality and nature of services provided; and,
 - that capitalizes on existing City and area public services and medical care system resources to facilitate accessibility.
2. To design a delivery system that provides continuity, stability and meets the community standard of care.

B. EMS Resource LOCATION

Emergency medical services facilities, including the payment of utilities for building operations, will be the responsibility of the Contractor.

C. Dispatch Procedures

The City provides enhanced-911 services to its residents and visitors. As an adjunct to this service, the City will coordinate dispatch services with the Contractor for the term of this Agreement. Dispatch center staff is trained according to regulatory and legal guidelines.

D. Response Time Requirements

The City covers a vast geographic terrain, e.g. 8.5 square miles. Response Times shall be less than twelve (12) minutes on no less than 90% of the occasions in ANY given 30 day period.

E. Personnel

The Contractor will 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. All providers 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 providers will be responsible for the provision of emergency medical services during their shift in addition to any additional duties requested by the Contractor or the City, 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.

All field personnel staffing any ambulance or emergency vehicle shall be legally permitted to operate a motor vehicle in the State of New Jersey. Further, within nine (9) months, all personnel who operate an emergency vehicle must have successfully obtained a Certificate in Emergency Vehicle Operations.

The Contractor shall provide a field supervisor that is certified as an emergency medical technician at the Paramedic level. The supervisor shall have at least two (2) years of experience in the delivery of emergency health services, however, not all of that experience need be within the State of New Jersey. The field supervisor shall supervise field operations and be able to provide initial first responder care at the level of an EMT-Defibrillation, should the need arise. The field supervisor shall be available for immediate contact by the Dispatch center, and will be the initial Contractor's point of contact between the City and the Contractor.

The Contractor will provide the City with the name of the medical physician who will function as the Medical Director of the City emergency medical services system. The physician must be experienced in emergency medical services and be board certified in the specialty of emergency medicine. The Contractor shall also provide the City with a recent copy of the physician's Curriculum Vitae.

F. Billing

Atlantic Care will provide high quality EMS Services to the Borough of Folsom at no cost to the City.

With respect to payment for EMS Services, the following shall apply:

- When both Paramedic and BLS are involved, AtlantiCare will bill the patient and/or his or her insurance company in accordance with the federally proscribed ambulance fee schedule;
- AtlantiCare's method of handling "charity" cases is to screen patients according to the New Jersey Charity Care Program guidelines;
- Charity Care is billed to Medicare in accordance with the Charity Care Program guidelines;
- AtlantiCare will accept the City' workers' compensation insurance payment as payment in full for EMS Services to employees or approved volunteers of the City, while on duty;
- AtlantiCare has agreements with AmeriHealth, Horizon Insurance Companies, Medicare and Medicaid;
- It is expressly understood by the parties that AtlantiCare is required by law to bill co-pays and deductibles associated with state and/or federally funded programs.

G. Stand-by Coverage

The Contractor shall provide no less than seventy-five (75) hours of basic life support emergency health services per year to the City for the purposes of providing care and/or demonstrative services to various civil events, including, but not limited to school sporting events, health screenings, and community functions. Coverage shall be at a post, time and duration requested by the City. The City shall give no less than seventy-two (72) hours notice when such coverage is required. The Contractor shall provide no less than one fully equipped ambulance with two Emergency Medical Technicians certified at the Defibrillation level by the State of New Jersey. Multiple ambulance/crews may be requested, however, the City may not request more than four ambulances at one time, inclusive of those being used for routine City street emergency health services coverage. Should additional coverage be required, the City will be financially liable for those ambulances and crews separately. The Contractor warrants that the routine provision of emergency health services will not be adversely affected by stand by coverage.

The Contractor will, in addition to the above, provide stand-by coverage to the City Fire and Police Departments when requested to do so and until released by either the fire or police officer in charge of the incident. These services may include typical emergency health services in addition to various other services, such as the health screening and monitoring of emergency responders.

H. Disaster Response

Given the current risks that our nation faces from terrorism, in addition to existing risks for natural disasters, the Contractor will be responsible for the completion of a thorough risk assessment and creation of a disaster response plan that accounts for the risks identified in the risk assessment. The disaster response plan should be thorough and provide not only for disaster response, but also an annual disaster response simulation training exercise. Participation in an Atlantic County or other appropriate regional disaster planning/drill on behalf of the City is acceptable. The disaster response should incorporate resource utilization from mutual aid venues and should address providing mutual aid disaster response to surrounding communities.

I. Mutual Aid

Mutual Aid is an important part of the South Jersey emergency health services system. Contractor shall provide support for mutual aid requests in a manner that local service responsibilities will not be compromised.

J. Contract Period

The City has entered into this agreement on an emergent basis to avoid interruption of the existing EMS Services and degrade the public trust. The contract period was selected as such to allow the contractor sufficient time to provide the city a stabilizing force upon contract commencement, in order to protect the public safety, trust . The contract period for this Agreement is from January 1, 2013, through December

31, 2014, with(2) two additional, one-year Borough options, subject to constraints due to administrative processing and unforeseen changes in State, Federal or City laws or regulations. The City generally contracts for services on a fiscal year basis. A determination of successful performance of the Contractor will be made within the first 15 months of service. The City and the Contractor shall meet to negotiate changes to the Agreement and any increases/decreases in scope of service necessary for the upcoming contract period no later than 120 days before contract expiration. The City fully understands its obligations past the initial contract period.

K. Contract Close-out

At the termination of this Agreement, either by cause or convenience, Contractor shall agree to provide services at least 180 days beyond the end of the contract year (or termination date) to coordinate close-out activities. The Contractor and City shall agree on a schedule of expenses to cover services provided during this transition period.

III. SCOPE OF Contract

- The Contractor shall administer/provide emergency medical services for the residents and visitors of the City, in accordance with the terms and conditions of this agreement, which was advertised on behalf of the City of Folsom.

a. Overall Program Management

AtlantiCare shall:

1. Develop, maintain and update as necessary all the procedures and manuals necessary to properly administer/provide emergency medical services in a manner consistent with this Agreement, including but not limited to the program goals.
2. Advise the City, on a mutually agreed upon basis, of all pertinent aspects of emergency medical services delivery. Inform the City on a monthly basis of problems identified in the structure and/or administration of the program. Meet at least quarterly with City staff to review utilization data, identify problems, and develop corrective action.
3. Make recommendations to the City on changes in the program design and/or procedures as needed but no less than annually.
4. Assist the City in the preparation of reports to the State and other agencies regarding the emergency medical services system and, as necessary, provide any data needed by the City to prepare the annual budget and other reports as requested.

b. Data Collection and Reporting

AtlantiCare shall

1. Maintain (and modify as necessary) a centralized data collection and analysis system. It is preferred that data collected on this system may be entered into the computerized database. A unique patient identification number will identify each patient such that an unduplicated count of users throughout the City may be obtained; and all services provided to any individual may be identified.
2. Collect and analyze utilization information on the population served and provide quarterly reports indicating such information. At a minimum this should include the following:
 - Response Time Data
 - Call Volume Data (number of calls per month)
 - Call Nature Data (top 10 chief complaints)
 - System Utilization Data (number of calls vs. number of transports, percentage of ALS vs. BLS calls, etc)
 - Adverse System Events (Failure to meet response time requirements, Dependence of mutual aid assistance, etc)
3. Monitor the system to provide useful information for planning service improvements and/or modifications.

4. Report, at least quarterly, on the findings of Quality Assurance (QA) and the Utilization Review (UR) system.
5. Report annually on projections of future utilization and financial trends
6. Provide special reports as requested by City.

c. Resource Utilization

AtlantiCare shall:

1. Ensure that emergency medical service system personnel accurately identify the needs of the patients and provide the appropriate resources to meet the patient's needs
2. Establish a system that provides for identification and reporting of improper resource utilization, including, but not limited to, inappropriate dependence on mutual aid, abnormal or inappropriate medical supply utilization, equipment failures, etc.
3. Maintain information and generate reports to the City reflecting resource utilization.

d. Management of Care

AtlantiCare shall:

1. Ensure that appropriate emergency medical services are rendered to the patient. Minimum requirement is that every patient's chart reflect that assessed according to professional standards, the results of the assessment, and the description of care rendered based on the assessment and in line with the standard operating procedures and medical protocols of the system.
2. Develop, monitor and update standard operating procedures and medical protocols with under the guidance and direction of the system's medical director, a licensed physician who is board certified in emergency medicine, for treatment authorization and patient care.
3. Monitor the number of chief complaints and nature of calls received
4. Monitor patient care provided by emergency medical service providers. Minimum requirements are to routinely review patient care reports ("PCR") to ensure adherence to medical protocols and professional standards.
5. In conjunction with local, county and state laws, develop protocols for identification and reporting of specific patient conditions that require notification of the authorities. This should include, but may not be limited to, child abuse, elder abuse, and victims of violent crimes.
6. Meet at least quarterly with the City to discuss issues regarding the coordination of care for patients.
7. Report to the City staff, as needed any perceived problems in the emergency medical service system. This should include the adequacy of geographical coverage, the projected adequacy of the reimbursement system, any identified systematic flaws or abuses, and potential problems in dispatch, or interactions with other public services.

e. Utilization Review

AtlantiCare shall:

1. Establish and operate a Utilization Review (UR) system.
2. Establish and operate a system for the identification of all calls requiring advanced life support, mutual aid or extraordinary resource utilization.
3. Cooperate with all performance and utilization review audits as directed by City.

f. Quality Assurance

AtlantiCare shall:

1. Establish and maintain a Quality Assurance (QA) program.
2. At a minimum, review monthly a sample of patient care reports ("PCR") to ensure that protocols are being followed, to ensure that service Agreement requirements are being met, and to recommend procedures for enhancing the provision of emergency health services to the City.
3. Have a designated staff member responsible for the administration of the QA program, as provided for in the QA plan.

4. Provide for the follow-up with an adequate sampling of patients to determine the disposition of the incident for which emergency health services was sought as well as the adequacy of and patient's satisfaction with the services provided.

g. Public Information and Education

AtlantiCare shall:

1. Develop a plan to promote public information and education on the emergency medical service, its capabilities, its potential and its routes of access.
2. Have designated staff available to oversee the public information and education program, such that the staff member will develop and maintain favorable relations with the press as well as the City, and be the point of contact for community outreach and EMS awareness programs.
3. Provide a telephone number to answer questions and provide information on the status and nature of the services available to the residents and visitors of the City. The telephone number shall not cause any cost to the caller from any telephone other than a coin-operated phone. The telephone number shall be in operation during normal business hours.

h. Provider Relations

AtlantiCare shall:

1. Maintain a staff of qualified emergency medical personnel who, meet, if not exceed, minimum state requirements, such as initial certification and continuing education requirements.
2. Maintain a provider base that ensures geographic and culturally sensitive access to services.
3. Provide access to continuing education and professional development programs for all emergency medical service personnel.

IV. GENERAL TERMS AND CONDITIONS OF CONTRACT

a. Termination

After providing notice to Contractor and thirty(30) days opportunity to cure, the City may terminate the Agreement should the Contractor fail to carry out its material provisions. The City shall give the Contractor notice of such termination with stated reasons for the termination. If, after such notice, Contractor fails to remedy the conditions contained in the notice within ten (30) days, the City shall issue the Contractor an order to stop work immediately and to vacate any City owned premises and return any City owned property.

Either party may terminate this Agreement without cause upon giving 90 days written notice. However, if the Contractor terminates the Agreement pursuant to this provision the Contractor agrees to grant the City an additional 60 day extension, (for a total of 150 days), of the Agreement in order to find a suitable replacement for Contractor.

B. Insurance

The Contractor shall be responsible for maintaining, during the term of the Agreement, insurance or a program of self-insurance that complies with the following minimum requirements. Contractor must provide copies of current insurance coverage. If coverage is on a claims-made basis, AtlantiCare will provide tail coverage up to 7 years upon termination of Agreement.

1. Workers' Compensation and Employer's liability: Workers' Compensation limits in accordance with laws and regulations of the State of New Jersey and Employer's liability limits of \$1,000,000 per accident. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.
2. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury and property damage.

4. Professional Liability: professional liability insurance covering all medical professional staff \$2,000,000 limit per occurrence and \$4,000,000 in aggregate annually.

The Contractor's insurance must act as primary coverage, NOT excess or contributing coverage, with regard to the subject Agreement. The Contractor is required to provide original certificates of insurance, naming the City as co-insured, to the City on the commencement date of the Agreement. The Contractor shall assure City 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.

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt request, has been given to the City.

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided and/or approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at anytime.

c. Equal Employment Opportunities

The Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, physical or mental disability, or national origin.

d. Warranty Against Contingent Fees

The Contractor represents that no person or selling agency has been employed or retained to solicit this Agreement upon an agreement of understanding for commission, percentage, brokerage, or contingency except bona fide employees or selling agents maintained by the Contractor for the purpose of securing business.

e. Subcontracts

The City must approve in advance all subcontracts entered into by the Contractor for the purpose of completing the provisions of this Agreement.

f. Patient Medical Records

Subject to applicable laws, the Contractor shall permit the City immediate access, during regular business hours, to any and all records, logs or documentation relating to Contractor's services hereunder.

Medical records are of a confidential nature. The Contractor will agree to establish procedures necessary to maintain the confidentiality and security of health care records as required by law.

The City acknowledges state and federal law and associated regulations regarding confidentiality of patient information. Contractor shall comply with such law. Failure to so comply will be considered a material breach of this Agreement .

g. Contractor Personnel

The City may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the Agreement in a professional and competent manner.

The Contractor shall notify the City of all management and critical supervisory appointments that are associated with this Agreement.

h. Contractor’s Cooperation

The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the Agreement. The Contractor shall maintain regular communications with the City or its designees and shall actively cooperate in all matters pertaining to this Agreement.

i. Term of AGREEMENT

The Agreement shall cover the period from January 1, 2013 through December 31, 2014, with one successive, two-year renewal options at the sole discretion of the Borough after a prescribed selection process.

j. Indemnity

The Contractor will defend and hold the City harmless from all claims, demands, or judgments deriving from any acts or omissions of contractor, its officers, agents, employees, or sub-contractors (including but not limited to alleged professional malpractice) caused by the negligent acts or omissions of Contractor, its employee and/or agents.

k. Contract Adjustments

Changes in contractual provisions or services to be furnished under the Agreement may be requested only in writing and must be approved by the City and the Contractor. Should a decision be made to amend the scope of the Agreement, the City and the Contractor will mutually agree to the changes in writing.

L. Waste Disposal

Disposal of contaminated waste in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of the Contractor.

M. Public Information

The Contractor shall not publish any findings based on data obtained from operations pursuant to the Agreement without the prior consent of the City, whose written consent shall not be unreasonably withheld.

N. Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement will not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated.

V. CITY ROLE

a. Overall Program Management

The City shall:

1. Provide overall direction to Contractor and make necessary policy recommendations.
2. Make decisions about inter-jurisdictional issues, e.g., system interaction with other municipalities.
3. Monitor and evaluate the performance of the Contractor, in pursuit of the goals and objectives of the indigent health care program.
4. Review all subcontracts proposed by the Contractor to ensure compliance with Community standards of care.

b. Data Collection and Reporting

The City shall:

1. Report to City Constituents in its discretion regarding provision of emergency medical services in the City.

2. Establish data collection and analysis standards for the Contractor to follow and make policy recommendations to the City.

c. Resource Utilization

The City shall:

1. Monitor and evaluate the performance of the Contractor regarding effective and efficient resource allocation and utilization.
2. Establish and promulgate standards and guidelines for resource acquisition.
3. Provide guidance and standards for acquisition of newly identified resources necessary for the Contractor to meet the requirements of this Agreement.

d. Management of Care

The City shall:

1. Provide official forum for liaison activities with other programs and advisory groups serving this population.
2. Conduct periodic audit of treatment records.

e. Utilization Review

The City shall:

1. Monitor the utilization figures, particularly data regarding call volume, nature of calls and system performance to identify trends and potential problems.

f. Quality Assurance

The City shall:

1. Approve and monitor the Quality Assurance plan submitted by Contractor.

g. Public Information and Education

The City shall:

1. Monitor the public information and education system established by the City and Contractor.
2. Oversee information provided by the Contractor to the press and act as a final source of information for all media inquiries.

h. Provider Relations

The City shall:

1. Regularly monitor the qualifications of the emergency health providers.
2. Acquire and review a current employment roster of all emergency medical personnel that indicates each provider's certification status and continuing education status.

VI. MISCELLANEOUS

1. No **Solicitation**. The Parties agree that they shall not during the initial or any renewal term of this Agreement or for a period of one (1) year following the date of termination or non-renewal hereof, solicit, directly or indirectly, hire or engage any individual who is or has been an employee of the other *Party*. This covenant against solicitation shall not be construed to prevent either Party from re-hiring any personnel who resigned or was otherwise released from their respective organizations during the term of, or as a result of entering into, this Agreement. Additionally, this covenant against solicitation shall not be construed to prevent advertisements or other mailings which are directed to the public through the use of newspaper, television, radio or other general purpose circular.

2. **Amendments.** This Agreement and its terms may be changed or waived only by a prior written agreement signed by the Parties hereto.
 3. **Headings.** The headings of the sections and subsections of this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement.
 4. **Assignment.** Neither Folsom nor AtlantiCare may assign its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
 5. **Independent Contractors.** It is expressly acknowledged by the Parties hereto that AtlantiCare and Folsom are independent contracting parties. Nothing in this Agreement shall be construed to create an employer employee or partnership/joint venture relationship among the Parties.
 6. **Use of Names.** Folsom and AtlantiCare acknowledge and agree that the other's name, and the other's affiliates' names, are proprietary to the respective Parties and neither shall use the name of the other, or the other's affiliate or affiliates, without the express written permission of the Party by whom the proprietary interest is held.
 7. **Patient Referrals.** The Parties to this Agreement understand that it is illegal to offer or receive any remuneration, directly or indirectly, for the referral of a patient. The Parties hereto further acknowledge and agree that neither is required to make or influence referrals to or otherwise generate business for the other Party as a condition to entering into this Agreement. Nothing in this Agreement is intended to require or induce either Party to refer any patient to the other Party. At no time shall either Party remunerate the other, directly or indirectly, for a referral, the inducement of a referral, or for the arranging of a referral of a patient.
 8. **Legislative and Regulatory Limitations.** Notwithstanding any other provisions of this Agreement, if any new legislation is enacted by federal., state or local government, or if any governmental agency *or* third party payor passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way materially affects either Party's rights or obligations hereunder, which would make it undesirable for either *Party* to continue or restructure the relationship established herein (hereinafter referred to as "legislative or regulatory change"), either Party may give the other Party notice of intent to amend this Agreement and such other agreements in order to bring this Agreement and such other agreements into compliance with such legislative or regulatory change. The non-noticing Party's consent to amend this Agreement pursuant to such legislative or regulatory change shall not be unreasonably withheld.
 9. **Non-discrimination.** AtlantiCare agrees not to differentiate or discriminate in the delivery of its transportation services to individuals on the basis of any classification provided under federal or state law, including race, age, color, national origin, ancestry, religion, gender, marital status, sexual preference or orientation, financial ability, medical condition or physical disability. AtlantiCare agrees to render services to all persons in the same manner and in accord with the same standards as offered to other persons.
- 10. Infectious Disease Control Management.**
- (a) In compliance with the standards set forth in the "Ryan White Act" and as required by the "Bloodborne/Airborne Pathogens Act," Folsom shall notify AtlantiCare when information is or becomes available regarding patients who are transported with an infectious disease.

- (b) The parties, with respect to their employees or agents, 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 the exposure or transmission of infectious disease under guidelines established and/or approved by AtlantiCare and Folsom.

11. Conflict Resolution.

- (a) If, from time to time Folsom is unsatisfied with any aspect of the service rendered by AtlantiCare personnel, Folsom will relay its concerns directly to AtlantiCare supervisory or administrative staff, in writing, and the parties will seek to reach a mutually satisfactory resolution to the problem.
- (b) If a patient complaint is expressed verbally by the patient, the complaint will be documented on an Event Report Form. It must then be delivered to the appropriate AtlantiCare supervisor immediately.
- (c) The appropriate AtlantiCare supervisor will gather information related to the complaint and refer all information to the AtlantiCare EMS Director, who will then contact by phone, or set up an interview with, those employees involved. Documentation of the event will be recorded on an Event Report Form.
- (d) The AtlantiCare EMS Director will then make contact with the appropriate individual designated by Folsom by phone to explain the results of AtlantiCare's investigation, and *upon* the request, will provide the Folsom designee with a copy of any written notes, memos, etc. of such investigation. Options for resolving the dispute will be discussed and implemented to the reasonable satisfaction of Folsom and AtlantiCare.
- (e) All patient complaints will be processed within twenty-four (24) hours after the details of the complaint have been fully researched by AtlantiCare or sooner as may be requested by Folsom.

12. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by natural disaster, explosion, war, government requirement, civil or military authority, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party.

13. Entire Document. This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, if any exist, relating to the subject matter hereof.

14. Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity without invalidating the remaining terms and provisions hereof, and this Agreement shall be deemed modified to the extent necessary to make it valid and enforceable.

15. Governing Law. This Agreement shall be construed and governed by the laws of the State of New Jersey.

16. Notices. Notices required or permitted to be given by one Party to another under this Agreement shall be in writing and deemed to have been adequately given if personally delivered; deposited in the United States Mail in a properly addressed and stamped envelope, certified or registered

mail, return receipt requested; or deposited with an overnight delivery courier service and addressed to the Party to whom it is given at the address set forth below:

To AtlantiCare: Lori Herndon, President
AtlantiCare Regional Medical Center
1925 Pacific Ave.
Atlantic City, New Jersey 08401

**With copy to: Office of General Counsel
AtlantiCare Health System
2500 English Creek Road, Suite 500
Egg Harbor Township 08234**

To Folsom:

Where time requirements or restrictions are specified within this Agreement, time commences upon the non-noticing Party's receipt of the notice.

17. Waiver. Failure of either Party to insist **upon** strict performance of this Agreement at any time shall not constitute a waiver of such Party's right to insist **upon** strict performance of this Agreement in the future.

IN WITNESS WHEREOF, the Parties hereto have duly entered into and executed this Agreement as of the day and year first above written.

A motion to approve Resolutions 2013-28 through 2013-30 was made by Councilman Esposito and seconded by Councilman Gazzara.

There was a roll call vote with ayes all with the exception of Councilman Gazzara's abstention on Resolution 2013-30.

Mayor Ballistreri voted to approve Resolution 2013-30.

PUBLIC COMMENT:

CLERK'S CORRESPONDENCE: Ms. Gatto reminded residents that Borough Hall Offices will be closed on January 21, 2013 in observance of Martin Luther King's Day.

SOLICITOR'S REPORT: Mr. Fitzgerald informed Mayor and Council that former Clerk Gail Macera has filed an appeal to have her case reviewed.

FIRE CHIEF'S REPORT: Councilman Esposito read the Fire Report for Chief Donnelly. Chief Donnelly reported a relatively uneventful month for December with only (6) six calls. The Fire Company participated in the Hammonton's annual Christmas Parade and did visit the Community with Santa. Chief Donnelly wished everyone a Healthy and Happy New Year on behalf of the Collings lakes Volunteer Fire Department.

ENGINEER'S REPORT: Vince Polistina updated Mayor and Council on various issues.

13th St. Parking Lot: Re-submitting plans to the Pinelands to address the issues. Expect to receive approval within thirty (30) days.

Public Works Bldg.: Revised the plans to address Pineland Commission's concerns and hope to have final approval from them in place within the next thirty (30) days.

American Galvanizing: Waiting for the response for an Agreement for the road maintenance from the property owner before project can be completed.

IBEW: The developer has continued with the site work for this project. The basins, rough grading and septic system are complete and the footings are poured.

8th & 11th Street Bridges: County is in design phase of these projects.

MAYOR'S REPORT: Mayor Ballistreri reported that they are just getting started on the 2013 Budget Review. The Budget Committee will be meeting over the next several weeks. Mayor Ballistreri stated that the Borough is in good financial shape going into 2013.

COUNCIL MEMBER'S REPORTS:

Councilman Ron Esposito stated that the Environmental Stewardship award was a great honor for Folsom and he wanted to thank former Councilman George Eckhardt for all his hard work. Councilman Esposito informed Mayor and Council that the Parks Commission had their first meeting last night. Mr. Joe Pino will be the Commissioner again. He thanked Mike Earling, Sandi Kaiser, Jim and Kelly Ricci for everything they do.

Councilman Greg Schenker: Absent

Councilman Byron Gummoe discussed Street Lighting in the area of South Pinewood Drive and Rt. 322. Mr. Gummoe suggested adding an additional Street Light at the intersection. Councilman Gummoe informed residents that the Borough of Folsom was presented with the Environmental Stewardship award for green initiatives. Councilman Gummoe also reminded residents to continue recycling and they are currently working on an e-waste program for Folsom.

Councilman Gary Kemmerer: Absent

Councilman Butch Gazzara reminded residents that hand washing is the best defense against the flu. Councilman Gazzara asked that residents use caution in the Rt 322 Penny Pot exit area. Councilman Gazzara mentioned that the South River Playground Dedication was very nice last week.

Councilman Kyle Smith thanked everyone involved throughout the years with the Veteran's Memorial. Councilman Smith encouraged residents to call or email with any questions or concerns.

MEETING OPEN TO PUBLIC:

MEETING CLOSED

Mayor Ballistreri reminded the public that all other monthly reports are on file in the minute book.

The next regular meeting of Mayor and Council will be held on Wednesday, February 13, 2013 starting with a half hour workshop meeting at 6:30 pm and continuing with the regular meeting at 7:00 pm in Borough Hall, 1700 12th Street, Folsom, NJ

With no other discussion the meeting was adjourned at 7:58 PM with ayes all.

Respectfully submitted,

Patricia M. Gatto
Acting Municipal Clerk