

RESOLUTION NO. 2023-511

A RESOLUTION AUTHORIZING AND APPROVING A CONTRACT BETWEEN COOPER UNIVERSITY HOSPITAL AND THE CITY OF VINELAND FIRE DEPARTMENT EMS DIVISION FOR MEDICAL DIRECTOR SERVICES.

WHEREAS, there exists a need for the Vineland Fire Department EMS Division to contract for EMS Medical Director Services for the Vineland Fire Department; and

WHEREAS, vendors submitted qualifications to the EMS Chief and were evaluated for services and completeness; and

WHEREAS, this contract is awarded pursuant to and consistent with the City of Vineland's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and a copy of said agreement shall be attached and incorporated herein; and

WHEREAS, the EMS Chief recommended Cooper University Hospital to the Director of Fire to be considered as the best qualified responsive vendor and in the best interests of the City of Vineland EMS Division; and

WHEREAS, Cooper University Hospital represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract attached herein after referred to as the "Contract" or "Agreement;" and

WHEREAS, the term of this Contract shall be for the period of one (1) year, from October 16, 2023 through October 15, 2024 and the vendor shall be paid in an amount of \$10,500.00 for one (1) year of service which shall be paid in monthly increments of \$875.00.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and City Clerk are hereby authorized and directed to execute the Agreement and such other documents as required between Cooper University Hospital and the City of Vineland for Medical Director Services of the EMS Division within the Vineland Fire Department.

BE IT FURTHER RESOLVED that the City's Chief Financial Officer certified that the funds for the contract to be awarded herein are available.

Adopted:

President of Council

ATTEST:

City Clerk

K: Fire- EMS Medical Director

**CONTRACT BETWEEN
COOPER UNIVERSITY HOSPITAL
AND
CITY OF VINELAND**

THIS CONTRACT is made effective the ____ day of October, 2023, by and between the CITY OF VINELAND, a municipal corporation, with offices at 640 E. Wood Street, P.O. Box 1508, Vineland, NJ 08362-1508, hereinafter referred to as "**Vineland**", and **The Cooper Health System, A New Jersey Non-Profit Corporation**, with offices at 401 Haddon Avenue, E&R Building, Second Floor, Camden, NJ 08103, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for Vineland to contract for EMS Medical Director Services for the Vineland Fire Department; and

WHEREAS, this contract is awarded pursuant to and consistent with the City of Vineland's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A- 20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract hereinafter referred to as the "Contract" or "Agreement."

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Vineland and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

- 1. TERM.** The term of this Contract shall be for the period of one (1) year, from October 16, 2023 to October 15, 2024.
- 2. COMPENSATION.** Vendor shall be paid in an amount of \$10,500.00 for one (1) year of service which shall be paid in monthly increments of \$875.00.

It is agreed and understood that this is an open-ended contract, thereby requiring Vineland to use Vendor's services only on an as-needed basis. There is no obligation on the part of Vineland to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice. All payments shall be due sixty (60) days from receipt of invoice.

Each invoice shall contain an itemized, detailed description of services performed. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

- 3. DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth be in Medical Director Criteria set forth in Exhibit A, and Vendor's responsive proposal set forth in Exhibit B, dated June 20, 2023, which are incorporated by reference herein in their entirety and made a part of this Contract:

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out herein.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

Vendor will review, develop and update evidence-based protocols annually; provide medical direction over clinical management of Vineland EMS patients 24/7 via medical command line staffed by the NJ Command Physicians at Cooper Hospital and available for field calls as agreed upon; conduct monthly performance improvement review of EMS charts with focused provider and agency training; establish clinical protocols and documentation standards in accordance with NJOEMS guidelines; ensure there is a method to maintain clinical competency; conduct monthly ECU based virtual education; conduct quarterly on-site BLS education; provide oversight of Vineland's AED program and the ability to meet occasional for staff meetings via in-person or virtual.

The vendor or subcontractor, where applicable, 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, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity 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 vendor 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.

The vendor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, 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, gender identity or expression, disability, nationality, sex, veteran status or military status.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments contained within this paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, 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.

5. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned or subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to Vineland and no obligation on Vineland's part to the assignee shall arise, unless Vineland shall elect to accept and to consent to such assignment or subcontract.

6. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the City of Vineland harmless from, and shall indemnify and shall defend the City of Vineland against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent Vineland from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by Vineland, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to Vineland, naming Vineland as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to Vineland. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to Vineland a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract and may not be cancelled without at least thirty (30) days prior written notice to Vineland. Vineland shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide Vineland with copies of certificates of insurance as the certificates may be renewed during that period of time.

Notwithstanding the foregoing, Vendor reserves the right to satisfy the insurance requirements set forth in this Agreement with insurance policies placed in the commercial marketplace and/or through self-insurance at its sole discretion. To the extent Vendor satisfies the insurance requirements through self-insurance, Vendor agrees to employ the services of a reputable actuary to establish customary funding amounts for the levels of self-insurance maintained and maintain such funding amounts.

- 8. SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by Vineland by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent Vineland from pursuing any other remedy to which it may be entitled.
- 9. PREVENTION OF PERFORMANCE.** If and to the extent that either Party's performance of any of its obligations pursuant to this Agreement is prevented by fire, flood, earthquake, elements of nature or acts of God, or any other similar cause beyond the reasonable control of such Party, and such non-performance, could not have been prevented by reasonable precautions, then the non-performing Party shall be excused for such non-performance as applicable, of those obligations affected by the such an event for as long as the event continues. However, such non-performing Party shall continue to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The Party whose performance is prevented by such an event described above shall promptly notify the other Party of the occurrence of the event and describe in reasonable detail the nature of the event. Unless the event is of the type and nature in which notification is not possible or unnecessary.
- 10. METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of Vineland or infringe on the rights of the public.
- 11. NON-WAIVER.** The failure of either Party to enforce any particular provision of this Contract, or to act upon a breach of this Contract by either Party, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
- 12. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
- 13. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. This Contract and the contract terms may be changed only by change order. The cost or credit to Vineland from change in this Contract shall be determined by mutual agreement before executing the change involved.
- 14. NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
- 15. GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Cumberland County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

- 16. INDEPENDENT VENDOR STATUS.** The Parties acknowledge that Vendor is an independent contractor and is not an agent of Vineland.
- 17. CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize Vineland personnel or upon prior approval of Vineland.
- 18. BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
- 19. CONTRACT PARTS.** This Contract shall consist of this document, the specifications of the Vineland Professional Services Contract and Vendor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.
- 20. Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between Vineland and Vendor with respect to the subject matter hereof and the transactions contemplated hereby, and supersedes all prior discussions, negotiations, and any preliminary, oral, or written agreements, including all prior agreements with respect to the subject matter hereof. Any modifications to this Agreement shall be made in writing and signed by both Parties. In the event of any conflict between the attached exhibits and the terms of this Agreement, the terms of this Agreement shall control.
- 21. No Third Party Beneficiaries.** This Agreement is intended solely for the benefit of the Parties represented by the signatories below. No third-party beneficiaries are contemplated or created under operation of this Agreement.
- 22. Compliance with Applicable Healthcare Laws.** The Parties believe this Agreement avoids any element of inappropriate reimbursement for services as currently provided under federal or state law. Nothing in this Agreement shall be construed as a promise or obligation on the part of either party to refer patients or business to the other party.
- 23. Referrals.** Nothing in this Agreement is to be construed to require or suggest referrals by any Party to the other, or to restrict the Licensed Pathologist's professional judgment to use any medical facility deemed necessary or desirable in order to provide proper and appropriate treatment or care to a patient or to comply with the wishes of the patient. The Licensed Pathologist shall not receive any compensation or remuneration based upon the volume or value of referrals or other business generated by the Parties, if any.
- 24. Change in Law.** If there are any changes to or clarifications of federal, state, or local statutes, regulations, or rules which would materially affect the operation of this Agreement, including, but not limited to, third-party reimbursement or the application or interpretation of the Medicare or Medicaid laws, the Parties agree to use reasonable business efforts to amend this Agreement or to renegotiate any applicable provisions to accommodate the change in law. If, however, the Parties are unable to agree to an amendment of this Agreement within thirty (30) days, then either party may terminate this Agreement on thirty (30) days' prior written notice to the other party.

25. Partial Invalidity. If any portion of this Agreement is declared invalid by any court of competent jurisdiction, the Agreement shall continue in full force as to the remainder, unless the invalidation would affect the basis of the Parties' bargain; in such event, either party shall be entitled to terminate this Agreement as if for cause.

26. Arm's Length Negotiation. This Agreement was executed after an arm's length negotiation between the Parties and reflects the conclusion of the Parties that this Agreement is in the best interest of all Parties hereto, and of the community served by Vineland.

27. Counterparts. Each Party represents that it has authority to enter into this Agreement. This Agreement may be executed in counterparts, each of which for all purposes shall be deemed an original, and all of which constitute, collectively, one agreement. Facsimile or electronically transmitted signatures shall be deemed effective as originals.

THIS CONTRACT shall be effective the 16th of October, 2023

IN WITNESS WHEREOF, Vineland has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

The City of Vineland



Anthony R. Fanucci, Mayor

Cooper University Healthcare

Name & Title (please type or print)

Keith Petrosky, RMC, City Clerk

Signature

Richard Franchetta, Director of Fire-EMS

Address

Jeanine Brownlee, QPA

Date

Exhibit A

Medical Director Criteria for City of Vineland Fire Department, EMS

Division

QUALIFICATIONS

Must be an MD or DO licensed by the State Board of Medical Examiners to practice in the State of New Jersey.

Preferably board certified in Emergency Medicine and currently working in emergency medical care.

Knowledge and experience in New Jersey Emergency Medical Service

Maintains liability and medical malpractice insurance.

Medical Director shall possess a valid DEA number.

SERVICES PROVIDED

Shall be responsible for providing medical consultation, as needed, as well as medical quality assurance oversight regarding the administration of BLS services by Vineland EMS's crewmembers.

Quality assurance will include review and utilization of the AED for EMS and public use per City of Vineland Ordinance 2023-08

Establish clinical protocols in accordance with NJ Office of Emergency Medical Services guidelines; protocols will be updated as necessary; Review protocols and policy to ensure compliance.

Establish documentation standards.

Ensure method to judge and maintain clinical competency.

Develop training criteria relevant to EMS and participates, when necessary, in said training; also sets standards for counseling and remediation of providers relating to practice and performance

The Medical Director will act as a liaison to the medical community.

Chart review as agreed upon.

Be available for field calls as agreed upon.

Directs overall clinical management of patients encountered by Vineland EMS

Maintains authority to limit activities of providers who deviate from the accepted standards of practice.

Participates in continuing education.

Meet with supervisory staff (time to be determined) either in person or virtually.

Exhibit B

Highlights of Cooper Medical Direction:

- A medical direction team of board-certified EMS physicians with extensive prehospital experience based at Cooper University Hospital, southern NJ's Level 1 trauma center, tertiary care facility, and premier academic medical center.
- Evidence-based protocols developed and updated annually.
- 24/7 medical command line staffed by NJ Command Physicians at Cooper Hospital
- Monthly performance improvement review of EMS charts with focused provider and agency training based on results.
- Monthly CEU based virtual Education.
- Quarterly on-site BLS education