

**CONTRACT FOR
EMERGENCY MEDICAL AMBULANCE SERVICES**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is hereby effective as of January 1, 2021 between the Borough of Red Bank, 90 Monmouth Street, Red Bank, NJ 07701 (hereinafter, the “Borough”) and The Community Health Group d/b/a JFK University Medical Center, through its Department of Emergency Medical Services, 65 James Street, Edison, New Jersey 08820 (hereinafter, “JFK EMS”). The Borough and JFK EMS are hereinafter collectively referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Borough desires to enter into an Agreement with JFK EMS to provide Emergency Medical and Ambulance Services (“Services”) within the Borough in accordance with the terms and conditions contained herein; and

WHEREAS, JFK EMS is a fully licensed basic life support provider in the State of New Jersey, and agrees to perform the Services for the Borough as provided in this Agreement.

NOW THEREFORE, in consideration of the covenants set forth herein, the Parties agree as follows:

SECTION 1. RELATIONSHIP TO THE PARTIES AND CONTRACT DOCUMENTS

1.1 **Independent Contractor**: It is mutually understood and agreed that in the performance of the duties and obligations of the Parties to this Agreement, each Party hereto is a separate and independent contractor. Neither Party is the principal, agent or representative of the other; nor will any employee of either Party be considered an employee of the other Party.

SECTION 2. REPRESENTATIONS & OBIGATIONS OF BOROUGH

2.1 **Borough Designation**: The Borough hereby agrees to recognize JFK EMS as the exclusive contractor for providing the Services to the Borough 24 hours per day, 365 days per year.

2.2 **Borough Cooperation**: The Borough hereby represents and warrants that it has obtained the consent and cooperation of all necessary departments needed for the successful operation of JFK EMS’s Services.

2.3 **Borough Consent to Fee**: The Borough represents that it has approved the payment of an annual fee of \$120,000.00 per calendar year (the “Fee”), and shall pay in monthly installments of \$10,000.00 in advance to JFK EMS as the Services are provided. If necessary, the first and last month’s payments may be prorated.

2.4 **Authority to Enter Agreement**: The Borough represents and warrants that it has the right to enter into this Agreement and the Borough’s performance of its obligations herein will not violate any applicable law, judicial order, financing arrangement, collective bargaining agreement, or similar source of authority.

- 2.5 In accordance with N.J.S.A. 26:2K-66 et seq., the Borough shall report dispatch data to the State of New Jersey Department of Health, Office of EMS, and shall assist and cooperate with JFK EMS in gathering data needed for JFK EMS to comply with the law.
- 2.6 The Borough shall keep JFK EMS apprised of any complaints or dissatisfaction by the Borough or its residents, so that JFK EMS may be certain is it maintaining a high standard of care and customer service, and is meeting expectations. This enables JFK EMS to remedy potential problems before they become material.

SECTION 3. OBLIGATIONS OF CONTRACTOR

- 3.1 **Services:** JFK EMS shall maintain and staff at least one primary ambulance, to be provided by JFK EMS, in a ready state to respond to emergency medical service calls received by the Borough within its geographic borders. Any ambulance used by JFK EMS shall be conspicuously lettered to denote that it is being operated by JFK EMS. JFK EMS's Services shall be provided twenty-four (24) hours a day and seven (7) days a week as long as this Agreement is in effect.
- 3.2 **Licensure:** The primary ambulance, as well as any secondary ambulances, dispatched for service shall meet the requirements of all applicable Federal, State and local laws, regulations and licensure standards.
- 3.3 **Equipment:** JFK EMS agrees to provide all usual, necessary and appropriate equipment and supplies required to perform the Services under this Agreement. Equipment and supplies shall include but not be limited to: stretchers, backboards, splints, oxygen tanks, bandages, gauze pads, dressings, saline solutions and all other equipment and medical supplies as required by the New Jersey Department of Health.
- 3.4 **Infectious Control Management:** JFK EMS shall be responsible for complying with all applicable standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease.
- 3.5 **Patient Transport Destination:** JFK EMS, while giving due consideration to patient's preference, shall transport patients to the nearest appropriate health care facility. Based on clinical evaluation, medical necessity, or patient refusal, some patients may not be transported.
- 3.6 **Non-Discrimination:** The Parties agree not to differentiate or discriminate against individuals because of gender, race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or medical condition and JFK EMS agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.

- 3.7 Communication Equipment: JFK EMS agrees to provide and maintain radio equipment that complies with applicable laws. Personnel on duty shall carry on their person compatible portable radio equipment and alerting devices.
- 3.8 Monthly Reporting: JFK EMS shall submit quarterly reports to Borough which shall include the number of dispatches, response times, number of patient transports and patient transport destinations. JFK EMS shall also maintain a Quality Assurance Program to monitor and ensure compliance to the standards listed herein and to make reasonable modifications to the manner in which the Services are provided if appropriate. All reports submitted shall be subject to the Health Insurance Portability and Accountability Act and shall not contain “Protected Health Information” as that term is defined in the Acts and regulations and amendments thereto.

SECTION 4. PERSONNEL

- 4.1 Vehicle Staff: Any ambulance supplied by JFK EMS shall be staffed by two (2) certified Emergency Medical Technicians employed by JFK EMS (or as otherwise permitted by the New Jersey State Department of Health) trained in the use of Naloxone, Epinephrine, and the Continuous Positive Airway Pressure device. JFK EMS employees assigned to serve Borough are required to have a valid driver’s license and reasonable driver and safety training from JFK EMS. JFK EMS employees shall be groomed and neatly dressed in a recognizable uniform with their name badges visible. All duties shall be performed in a professional manner.
- 4.2 Supervisory Oversight: JFK EMS will provide periodic checks on its duty crews, assure that all legal and contractual requirements are met, ensure that supplies are replenished and to ensure compliance with the specifications of the service requirements as set forth herein by the Borough. A supervisor assigned by JFK EMS shall be available to meet with Borough officials to address any concerns or issues pertaining to the Services provided pursuant to this Agreement.

SECTION 5. BILLING PATIENTS

JFK EMS shall bill and obtain insurance information from patients. All collections from patients, or third party payors, shall be the sole property of JFK EMS. The Borough shall not be liable for JFK EMS’s accounts receivable without the Borough’s prior written consent. JFK EMS agrees that it will not file litigation against patients for fees incurred by patients for the Services unless the patient was paid directly by patient’s insurance carrier for Services but refused to remit or assign the payment to JFK EMS, provided such forbearance of litigation does not violate 42 U.S. Code § 1320a–7b.

SECTION 6. TERM

- 6.1 Term: The term of this Agreement shall commence on January 1, 2021, and continue for thirty-six (36) months thereafter (“Term”), expiring on December 31, 2023. The Parties

may renew or extend this Agreement for additional terms of any length, as mutually agreed in writing, on the same terms and conditions as set forth herein.

SECTION 7. INSURANCE AND INDEMNIFICATION

- 7.1 **Insurance:** JFK EMS agrees that throughout the duration of this Agreement, it will maintain General and Professional Liability Insurance with limits of \$1,000,000 per individual claim and \$3,000,000 in the annual aggregate. JFK EMS shall add the Borough as additional insureds under the policy. JFK EMS will provide the Borough with a Certificate of Insurance evidencing such coverage during each year of this Agreement.
- 7.2 **Automobile Liability Insurance:** JFK EMS agrees that throughout the duration of this Agreement, it will maintain Automobile Liability Insurance covering owned, hired and non-owned and/or non-hired and non-owned, as applicable, vehicles used in performance of this Agreement, with limits of not less than \$1,000,000 per individual and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
- 7.3 **Workers' Compensation Insurance:** JFK EMS agrees that throughout the duration of this Agreement, it will maintain Workers' Compensation Insurance on all personnel engaged in performance of this Agreement, in the amounts specified by New Jersey law.
- 7.4 **Indemnification:** JFK EMS hereby agrees to indemnify Borough, and to defend and hold it harmless, from all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of JFK EMS, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement. The Borough hereby agrees to indemnify JFK EMS and its affiliates, trustees, members, officers, employees and agents, and to defend and hold them harmless, from all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any acts or omissions of Borough and/or its agents, officers or employees in the performance of its duties and responsibilities under this Agreement.

SECTION 8. TERMINATION OF AGREEMENT

- 8.1 If the Borough is at any time in default with respect to payments due from the Borough to JFK EMS, and if the default continues for thirty (30) days after written notice from JFK EMS to the Borough, JFK EMS may terminate this Agreement upon 60 days' notice to the Borough. If the Borough is in default in the performance of any of its other promises and agreements contained in this Agreement, and if the default or breach of performance continues for more than a reasonable time after notice from JFK EMS to the Borough specifying the particulars of such default or breach of performance, then JFK EMS may upon 60 days' notice to the Borough terminate this Agreement.

- 8.2 If JFK EMS is in default of the performance of any of its promises and agreements contained in this Agreement, and if the default or breach of performance continues for more than thirty (30) days after written notice from the Borough to JFK EMS specifying the particulars of such default or breach of performance, and JFK EMS has not taken substantial efforts to cure the breach, the Borough may upon 60 days' notice to JFK EMS terminate this Agreement.
- 8.3 This Agreement shall automatically terminate in any of the following circumstances:
- a) Upon the expiration of the initial term, if no mutual extension is signed by both parties;
 - b) In the event JFK EMS is no longer licensed as an ambulance provider in New Jersey;
 - c) In the event JFK EMS is no longer participating in federal health care programs;
 - d) If the parties mutually agree to early termination in writing;
- 8.4 If the Borough notifies Alert in writing of a material breach of any term of this Agreement, and Alert has not cured the breach, or taken substantial efforts to cure the breach within 30 days, the Borough may terminate this Agreement with an additional 60 days advance written notice of termination.
- 8.5 Either Party may terminate this Agreement immediately if the other Party is adjudicated bankrupt or insolvent or placed in receivership or if proceedings are instituted by or against any other Party for bankruptcy, insolvency, receivership or assignment for the benefit of creditors.

SECTION 9. GENERAL PROVISIONS

- 9.1 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been fully given if delivered in hand, transmitted by facsimile (if followed by a copy by mail within three (3) business days), or mailed by certified or registered mail:

TO BOROUGH:

Borough of Red Bank
 ATTN: Borough Clerk
 90 Monmouth Street
 Red Bank, NJ 07701

WITH COPY:

Borough of Red Bank
 ATTN: Police Chief
 90 Monmouth Street
 Red Bank, NJ 07701

TO CONTRACTOR:

Mark Bober	Keavney & Streger, LLC
John F. Kennedy Medical Center	103 Carnegie Center, Suite 300
Director of EMS	Princeton, NJ 08540
308 Talmadge Avenue	info@keavneystreger.com
Edison New Jersey 08817	

and Hackensack Meridian Health, Inc.
343 Thornall St.
Edison, NJ 08837
Attn.: EVP and Chief Legal Officer, Hospital Operations

All notices hereunder shall be in writing and shall be deemed delivered as follows: (i) on the date of personally confirmed e-mail transmission, if transmitted before 5:00 P.M. prevailing eastern time on a regular business day, and if not, then on the next following business day; or (ii) on the day of receipt for delivery the US Postal Service or by a recognized overnight courier service with receipt confirmation.

Either party, from time to time, may change, add to, delete and change the address of persons to whom notices are to be sent by giving notice to the other party in the foregoing manner. Parties shall notify each other in advance if email addresses change. Notices from a party may be given by such party's attorney.

- 9.2 Compliance With Law: Each Party shall comply with all applicable federal, state and local laws and regulations.
- 9.3 Law Governing Jurisdiction: This Agreement shall be construed under and governed by the laws of the State of New Jersey. The Parties agree that any suit or action in law or in equity may only be brought in a court within the State of New Jersey, and said court shall have sole and exclusive jurisdiction over the lawsuit.
- 9.4 Fees and Expenses. The Parties to this Agreement each will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- 9.5 Entire Agreement. This Agreement is complete, and all promises, representations, understandings and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both the Parties hereto, have been expressed herein.
- 9.6 Amendment. This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the Parties.

- 9.7 Assignability. This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the Parties hereto and their respective successors or assigns, but neither party shall unilaterally assign its rights or obligations under this Agreement. Waivers; Severability. The failure of either of the Parties hereto to require the performance of a term or obligation under this Agreement or the waiver by either of the Parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein, in which case the parties shall meet and renegotiate the terms. If within 30 days, the parties are unable to agree on new terms, either party may terminate this Agreement on 30 days' notice.
- 9.8 Section Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 9.9 Original and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument. Electronic and emailed signatures shall be accepted as original signatures for all purposes. Each Party acknowledges that an original signature or a legible copy thereof transmitted electronically in a portable document format (PDF) shall constitute an original signature for purposes of this Agreement.
- 1) Compliance with Laws/Jeopardy. In performing their duties hereunder, the Parties will and shall ensure their employees and agents abide by all applicable federal, State and local laws, rules and regulations, and accreditation standards. In the event that any part of this Agreement will be determined to be illegal or deemed to jeopardize any license, certification or accreditation (including Medicare certification) or the tax-exempt status of any Party, as applicable, then this Agreement will 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 notice from one Party to the other requesting that the Agreement be renegotiated in order to eliminate the illegal or problematic term(s). If, after said good faith negotiations for thirty (30) days, 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 will thereafter terminate automatically.
- 9.10 Force Majeure. A party ("Affected Party") shall not be deemed in default of this Agreement, nor shall it hold the other party ("Unaffected Party") responsible for, any cessation, interruption or delay in the performance of the Affected Party's obligations due to events beyond the reasonable control of the Affected Party, including, but not limited to, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, voluntary or involuntary compliance with any law or governmental act, order, rule, regulation or direction, accident, riots,

curfew restrictions, civil unrest, prolonged break-down of transport, telecommunication or electric current, explosion, earthquake, flood, fire, storm, natural disaster, act of God, war (whether declared or not), terrorism, armed conflict, labor strike, lockout, boycott or other similar event provided that the Affected Party relying upon this provision: (a) gives prompt written notice thereof to the Unaffected Party, and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of thirty (30) days in the aggregate, the Unaffected Party may immediately terminate this Agreement upon written notice to the Affected Party.

- 9.11 **Construction.** The Parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its provisions concerning the applicability of the laws of other. Any and all claims arising out of, relating to or in connection with this Agreement, or the relationship between the Parties hereto, shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New Jersey and each Party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles. Each Party agrees that all claims and matters may be heard and determined in any such court and each Party waives any right to object to such action on venue, *forum non conveniens*, or similar grounds.
- 9.12 **Publicity.** Neither Party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other Party, or disclose such without the other Party's express prior written consent. In particular, either Party shall not identify or make reference to the other party in any communication, advertising or other promotional modality regardless of its form without explicit prior written consent from other Party.
- 9.13 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto. Unless specifically provided elsewhere herein, this Agreement is not intended to benefit any person or entity not a party hereto. Nothing in this Agreement shall create or be deemed to create any enforceable right, remedy, or benefit upon any person or entity not a party hereto.
- 9.14 **Intent of the Parties.** Neither Party shall engage in any activity prohibited by anti-kickback, anti self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered, revised or promulgated. It is not the intent of either Party that any payments, gift, donation, providing services, or other consideration made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with fair market value in an arms-length transaction for the goods or services provided.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

BOROUGH OF RED BANK

PASQUALE MENNA, ESQ., Mayor

Dated: _____

**THE COMMUNITY HEALTH GROUP
d/b/a JOHN F. KENNEDY MEDICAL CENTER**

AMIE THORNTON, Chief Hospital Executive

Dated: _____