

AGREEMENT TO PROVIDE 9-1-1
EMERGENCY MEDICAL TELEPHONE SCREENING SERVICES

THIS AGREEMENT is made on this 10th day of June, 2019 ("Effective Date"), by and between Robert Wood Johnson Health Network, located at 126 Paterson Street, New Brunswick, NJ 08903 ("RWJHN") and Borough of Middlesex, a municipal corporation of the State of New Jersey in the County of Middlesex (the "Municipality")

WITNESSETH:

WHEREAS, RWJHN currently operates an Emergency Medical Service ("EMS") Telecommunication Center known as Med Central, and

WHEREAS, the Municipality has requested RWJHN through Med Central to furnish 9-1-1 Emergency Medical Telephone Call Services to the Municipality or the immediate vicinity thereof:

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, RWJHN and the Municipality do hereby agree as follows:

1. The term of this Agreement shall be for a period of five (5) years commencing on the Effective Date unless otherwise terminated pursuant to provisions set forth in Sections 13 and 14 below. At the expiration of this initial term, this Agreement shall automatically renew for consecutive terms of one (1) year following expiration of the initial term. Either party may give notice to the other in writing of its intention not to renew this agreement at least sixty (60) days prior to the end of the then current term. Any change to the terms and conditions of Agreement upon renewal must also be agreed by the parties in writing.
2. RWJHN, through Med Central shall provide 9-1-1 emergency medical telephone call screening services to the Municipality, twenty-four (24) hours per day, seven (7) days a week, for the purpose of monitoring and otherwise handling all EMS telephone calls affecting the Municipality and the residents thereof who are located therein at the time of such call. RWJHN, through Med Central, shall provide enhanced public safety dispatch-point services capable of receiving both automatic number identification information and automatic location information from the municipality's public safety answering point.
3. RWJHN, through Med Central shall maintain call taker equipment, provide the necessary dispatchers, and complete and maintain all records in connection with the provision of services under this Agreement as required by the 9-1-1 Emergency Telephone System Regulations as set forth in N.J.A.C. 17:24-1.1 et seq.
4. RWJHN, through Med Central, shall telephonically respond to the caller and make appropriate inquiries needed to classify the call based on information obtained from the caller.
5. RWJHN, through Med Central, shall provide pre-arrival instructions to the caller whenever possible and appropriate in accordance with the New Jersey State Emergency Medical Dispatch

Guide Cards or equivalent software as approved by the State of New Jersey Department of Health, Office of Emergency Medical Services and adopted by the State of New Jersey, Office of Information Technology, Office of Emergency Telecommunication Services.

6. RWJHN, through Med Central, shall dispatch Basic or Advanced Life Support Units in accordance with the New Jersey Emergency Medical Dispatch Guide Cards or equivalent software to the call based on information obtained from the caller.
7. In consideration of the services rendered by RWJHN through Med Central, the Municipality shall pay to RWJHN the sum of \$10.00 per dispatch where an emergency medical response unit other than RWJHN is sent (the "Fee"). RWJHN shall invoice the Municipality on a quarterly basis. The Fee is due on the fifteen (15th) day of the quarter of each year that this Agreement remains in effect
8. Each party shall maintain general and professional liability insurance in the amount of not less than \$1,000,000/\$3,000,000 covering its activities under this Agreement and shall upon request by the other party, provide proof of such insurance coverage. The insurance required under this paragraph may be provided by RWJHN for itself and Med Central under a self-insurance program. It is expressly understood by and between the parties hereto that the above insurance shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future covering the other party, its agents, servants, employees, and appointees.
9. RWJHN/Med Central Administration will be available to discuss the telecommunication services provided under this Agreement with representatives of the Municipality upon request and at mutually agreed upon times.
10. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.
11. A. The Municipality shall have the right to terminate this Agreement in the event RWJHN and/or Med Central fails to perform any of the duties, obligations, or responsibilities required pursuant to this Agreement upon written notice of the failure to RWJHN if such failure continues unresolved for a period of thirty (30) days after written notice of the failure has been provided to the Municipality.

B. RWJHN shall have the right to terminate this Agreement in the event the Municipality fails to perform any of the duties, obligations or responsibilities pursuant to this Agreement if such failure continues unresolved for a period of thirty (30) days after written notice of the failure has been provided to the Municipality.
12. This Agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey.
13. Neither RWJHN nor the Municipality shall assign this Agreement without prior written consent of the party hereto, which consent shall not be unreasonably withheld. The merger or

consolidation of RWJHN or its parent with another health care system or entity shall not constitute an assignment requiring the consent of the Municipality.

14. Any notice by either party to the other shall be in writing and shall be deemed given and effective when delivered personally, sent via facsimile or overnight courier, or deposited in the US mail, return receipt requested, addressed as follows:

RWJHN:
Robert Wood Johnson Health Network
126 Paterson Street
New Brunswick, NJ 08903
Attn: Corporate VP, Mobile Health

The Municipality:
Borough of Middlesex
1200 Mountain Avenue
Middlesex, NJ 08846
Attn: Business Administrator

15. This agreement shall not be modified except by written agreement signed by both parties hereto. This agreement contains the entire agreement between the parties and shall supersede all prior agreements or understandings between the parties.
16. RWJHN hereby represent that it has all necessary license and permits to perform its obligations under the Agreement as required by applicable New Jersey and Federal law; that it has sufficient personnel and technology to perform its obligations under the Agreement as required by applicable New Jersey and Federal law; and, that it is authorized to enter into this Agreement.
17. In performing their duties under this Agreement, the parties shall be acting as independent contractors. Persons employed by either party shall be employees of that party only and shall look only to their employer for employment benefits and payment wages. No relationship of employer/employee between Municipality and RWJHN staff is created by this Agreement. Each party is solely responsible for paying employment taxes relative to its own staff, and each party shall indemnify and hold the other harmless with respect thereto. Neither party shall have the authority to bind the other in any respect without the prior written consent of the other.
18. The amounts to be paid by the Municipality to the RWJHN hereunder have been determined by the parties through good-faith and arms-length bargaining to be the fair market value of the services rendered by RWJHN hereunder. No amount to be paid hereunder is intended to be, nor shall it be constructed to be, an inducement or payment for referral of patients by the Municipality or any official of the Municipality to RWJHN.
19. Each party represents and warrants that it has the power and authority to execute, deliver and perform this Agreement, without violation, breach, default, or termination of any applicable law, ordinance, judgment, regulation, charter, by-law, lease, contract, agreement, or instrument.

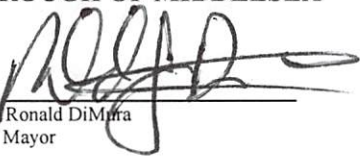
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective duly authorized officers/officials as of the day and year first written above.

**ROBERT WOOD JOHNSON
HEALTH NETWORK**

By: 

James Smith, MBA
Corporate Vice President, Mobile Health

BOROUGH OF MIDDLESEX

By: 

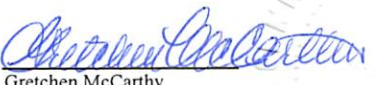
Ronald DiMura
Mayor

ATTEST:

By: 

Lauren Johnson
Administrative Director

ATTEST:

By: 

Gretchen McCarthy
Borough Clerk



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CHIEF OF STAFF

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