MUNICIPAL COMPLEX • PISCATAWAY, N.J. 08854
TOWNSHIP OF PISCATAWAY

September 1, 20121

Mr. Mark Bober,
HMH Hospital Corp D/B/A JFK UNIVERSITY MEDICAL CENTER
308 TALMADGE ROAD, 2ND FLOOR
EDISON, NEW JERSEY 08817

Re: EXECUTED CONTRACT FOR: FOR AMBULANCE SERVICES FOR THE TOWNSHIP OF PISCATAWAY. (EMS SERVICES)

Dear Mr. Bober:

Please find enclosed a copy of the fully executed copy of the above referenced contract.

If you have any questions, please feel free to call my office.

Regards,
Maria Valente-Caemmerer

Maria Valente-Caemmerer
455 Hoes Lane
Piscataway, NJ 08854
Purchasing Specialist
Mcaemmerer@piscatawaynj.org

Cc: Township Administration

AMBULANCE SERVICE AGREEMENT BETWEEN

THE TOWNSHIP OF PISCATAWAY

AND

HMH HOSPITALS CORPORATION

d/b/a JFK University Medical Center

SEPTEMBER 6, 2021

TO

SEPTEMBER 5, 2026

THIS AMBULANCE SERVICE AGREEMENT (hereinafter referred to as The **"Agreement)** is made as of the effective day of September 6, 2021 by and between the **TOWNSHIP OF PISCATAWAY,** a New Jersey municipality with its principal business offices located at 455 Hoes Lane, Piscataway, New Jersey 08854 (hereinafter referred to as the **"TOWNSHIP"),** and **HMH HOSPITALS COPORATION d/b/a JFK UNIVERSITY MEDICAL CENTER,** a New Jersey nonprofit corporation maintaining its principal place of business at 65 James Street, Edison, New Jersey 08820 (hereinafter referred to as **"HMH" or "Provider." TOWNSHIP** and **HMH** will hereinafter occasionally be referred to collectively as the **"Parties".**

WITNESSETH:

WHEREAS, by Resolution # 21-263 adopted on July 13, 2021 by the Council of the Township of Piscataway, County of Middlesex, State of New Jersey, authorized the **TOWNSHIP** to enter into an agreement with **HMH** to provide emergency ambulance services within the Township, 24 hours per day, seven days per week, 365 days per year in accordance with the terms and provisions contained in this Agreement (the "Emergency Ambulance Services"); and

WHEREAS, **HMH** is a fully licensed medical transportation company providing services throughout the State of New Jersey; holds the license required by the New Jersey Department of Health and Senior Services to provide Basic Life Support service; and agrees to perform Emergency Services as defined in N.J.A.C. 8:40A-1.3, within the Township as provided for in this Agreement; and

WHEREAS, this Agreement shall be for a Five (5) year period commencing September 6, 2021 and expiring on September 5, 2026.

NOW, THEREFORE, in consideration of the foregoing, the mutual representations and covenants set forth herein, and for other good and valuable consideration agree as follows:

SECTION 1: RELATIONSHIP TO THE PARTIES

1.1 **Independent Contractor:** It is mutually understood and agreed that in the performance of the duties and obligations of the **Parties** of 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 or agent of either party be considered an employee or agent of the other party.

SECTION 2: REPRESENATIONS BY TOWNSHIP

2.1 **Township Designation:** The **TOWNSHIP** agrees to recognize **HMH** as the designated contractor for providing Emergency Ambulance Services to the **TOWNSHIP** during the days and hours specified herein. Immediately upon the execution of this Agreement, **TOWNSHIP** shall provide the Piscataway Township Police Department **("PTPD")** with written notice of this Agreement and said written notice shall state with specificity the terms of this Agreement that address when and how emergency ambulance calls during the designated periods should be directed to **HMH**.

2.2 **Township Cooperation:** The **TOWNSHIP** hereby represents to **HMH** that it has consulted with all concerned parties regarding the necessary cooperation for successful fulfillment of the terms of this Agreement, and said parties have agreed to work cooperatively with **HMH** in establishing open lines of communications with other governmental agencies, fire companies, police and others who may work with, alongside or access the services of **HMH.**

2.3 **Township Consent to Subscription Agreements and Fee:** **TOWNSHIP** hereby represents to **HMH** that it has furnished to the Township Council and specifically disclosed Sections 8.2 and 8.3 of this Agreement with regard to the Subscription Agreement and Subscription Fee to be paid by **TOWNSHIP** to **HMH**. **TOWNSHIP** further represents that, subject to budget approvals in 2021-2026, it has approved the payment of the five (5) year Subscription Fee payable on a monthly basis, based on mutual verification of transports completed through exchange of pertinent information between the PARTIES which is to occur on or about the 15th of the next month. Payment of the agreed-upon subscription fee shall be made within thirty (30) days of final verification. The Subscription Agreement is in force to cover the following parties:

(a) Each and every resident within the Township's territorial jurisdiction;

(b) Visitors to resident households when the transport of that individual originates at the resident's private home;

(c) Visitors to businesses within the Township when the transport of the individual originates at the business location within the Township;

(d) Each and every employee of a business located within the Township's territorial jurisdiction only during the hours when the employee is working for said business;

(e) All employees of the Township who are transported from within the **TOWNSHIP**;

(f) Any and all people that while traveling through the jurisdiction of Piscataway are involved in a motor vehicle crash and require transportation to a local hospital; and

(g) Any and all people that are present in the Township at the time they require emergency medical attention.

Section 3: OBLIGATIONS OF HMH

3.1 **Ambulance Services:** **HMH** will maintain three (3) ambulances within the **TOWNSHIP** at all times, without exception, in a ready state to respond to emergency medical service calls received by the **TOWNSHIP.** The Township currently has two volunteer rescue squads that can cover a portion of the Township. If needed, these rescue squads may be dispatched in certain instances at the sole discretion of the Township.

3.2 **Licensure:** All ambulances dispatched for service within the **TOWNSHIP,** will meet the requirements of all applicable Federal, State and local laws, regulations and licensure standards.

3.3 **Markings:** All ambulances shall be conspicuously lettered to denote that it is being operated by **HMH.**

3.4 **Maintenance:** All ambulances to be used for service to the **TOWNSHIP** shall be maintained in sound mechanical condition and will be cleaned and properly stocked with the usual, necessary and appropriate supplies.

3.5 **Non Discrimination:** **HMH** agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, creed, color, national origin, ancestry, religion, sex, martial status, sexual preference, age, financial ability or medical condition; and 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.

3.6 **Affirmative Action (Mandatory Language):**

(a) **HMH** agrees to make good faith efforts to employ minority and women workers consistent with:

(i) The applicable Middlesex County employment goals established in accordance with N.J.A.C. 17:27-5.2, or

(ii.) A binding determination of the applicable Middlesex County employment goals determined by the Division, pursuant to N.J.A.C. 17:27 5.2.

(b) **HMH** agrees to inform in writing its appropriate recruitment agencies, including but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, religion, martial status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

(c) **HMH** agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

(d) In conforming with the applicable employment goals, **HMH** agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, religion, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(e) **HMH** shall submit to the **TOWNSHIP**, after notification of award but prior to execution of this Agreement, one of the following three documents:

(i) Appropriate evidence that **HMH** is operating under a federally approved or sanctioned affirmative action program;

(ii.) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

(iii.) An employee information report (AA302) to be completed by **HMH**, in accordance with N.J.A.C. 17:27-4.

(f) During the performance of this contract, **HMH** agrees as follows:

(I.) **HMH**, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, religion, martial status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, **HMH** will take affirmative action to ensure that applicants to **HMH** are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, religion, martial status, affectional or sexual orientation or sex. Such action 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. **HMH** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the compliance office of **HMH** setting forth provisions of this nondiscrimination clause;

(II.) **HMH,** where applicable will, in all solicitations or advertisements for employees placed by or on behalf of, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, religion, martial status, affectional or sexual orientation or sex;

(III.) **HMH,** were applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the contracting officer of **HMH,** advising the labor union or worker's representative of the commitment of **HMH** under New Jersey's Law Against Discrimination (N.J.S.A. 10:5-1 set seq.) and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

(iv.) **HMH,** where applicable, agrees to comply with any regulations promulgated by the New Jersey Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

SECTION 4: DISPATCH AND HOURS OF SERVICE

4.1 **Cooperation of Township Police Department:** The **Parties** hereby recognize that all calls requesting emergency medical services from the **TOWNSHIP** are received by the **PTPD** to thereafter dispatch an ambulance to respond to the emergency calls. **TOWNSHIP** hereby agrees that it will work in cooperation with the **PTPD** to ensure that an ambulance is dispatched by **HMH** pursuant to Section 4.2 below.

4.2 **Hours of Service:** **PTPD** shall be instructed by the **TOWNSHIP** to contact **HMH** 24 hours per day, 7 days a week, 365 days per year, to respond to any and all requests for emergency medical service within the **TOWNSHIP.**

4.3 **Additional Required Services:** **HMH** will also supply an additional (4th) staffed ambulance up to twelve (12) times in a calendar year for special events in the Township such as fireworks, community and sporting events. The special events will not be a separately billed item.

SECTION 5: RESPONSE TIMES

5.1 Ambulance Response Time: HMH agrees that all ambulances will make all reasonable efforts to provide a response time of no more than ten (10) minutes for ninety percent (90%) of the **TOWNSHIP** emergency calls to which it responds.

SECTION 6: PERSONNEL

6.1 **Vehicle Operators:** Each ambulance supplied by **HMH** to provide Emergency Medical Services to the **TOWNSHIP** shall be staffed by two (2) certified Emergency Medical Technicians ("EMT'S") who shall be employed by **HMH.** **HMH** shall be responsible for all operating expenses in connection with the Emergency Ambulance Services, including, but not limited to salaries, benefits and insurance for all personnel assigned by HMH to work in the Township.

6.2 **Training and Appearance:** All personnel assigned to staff an ambulance that will be servicing the **TOWNSHIP** will receive driver training as well as safety and loss training provided by **HMH.** The Township may elect to provide additional specialized training in its discretion and at its own cost. **HMH** shall provide periodic training updates at least annually to its personnel and require its personnel to meet all continuing educational requirements, and furnish written evidence of compliance to the Township upon

request. Additionally, all such personnel shall maintain a neat, clean and professional appearance, dressed in a recognizable uniform with letters to denote **HMH** or JFK University Medical Center and with a name badge visible, and will perform their duties in a professional and caring manner.

6.3 **EMT-Defibrillation:** All personnel employed by **HMH** staffing the ambulances that will be servicing the **TOWNSHIP** will receive EMT-D training to ensure that a higher level of life-saving equipment and knowledge will be available to service the **TOWNSHIP's** emergency medical service needs.

Section 7: POST LOCATION

7.1 **Initial Post Location:** Upon the execution and commencement of this Agreement, it has been agreed that the following locations have been identified as the "Post Locations" where HMH will base its primary ambulances:

(i) at the Township Municipal Complex, Police Headquarters, 455 Hoes Lane;

(ii) at the Township OEM facility at the corner of W. 4th Street and Rushmore Avenue (101 W. 4th St.); and

(iii) at the Township Fire Training Facility at 171 Baekeland Avenue.

The designated Post Locations are subject to change upon the mutual written agreement of the **Parties**. The locations shall not require a separate lease or use and occupancy agreement.

SECTION 8: COMPENSATION

8.1 **Invoicing:** HMH shall be solely responsible for billing and payment collection. **HMH** intends and shall use its best efforts to have the majority of the reimbursement for its services be derived from the invoicing of the insurance carrier of any patient to whom services are provided.

8.2 **Subscription Agreement:** In addition to the reimbursement provided for in Paragraph 8.1 above, the Township hereby purchases by way of payment to HMH of a Subscription Fee in the amount of $1,018,890.00 for a five (5) year Subscription Agreement payable as follows:

September 6, 2021 – December 31, 2021	$62,600.00
January 1, 2022 – December 31, 2022	$198,619.00

January 1, 2023 – December 31, 2023	$201,613.00
January 1, 2024 – December 31, 2024	$204,607.00
January 1, 2025 – December 31, 2025	$207,607.00
January 1, 2026 – September 5, 2026	$143,844.00

As specified in Section 8.3, these amounts are estimates based off volume projections and do not constitute a maximum amount payable so as to remain compliant with the guidelines established by Federal and State reimbursement programs. Payment of the subscription fee shall be made on a monthly basis based on mutual verification of transports completed through exchange of pertinent information between the PARTIES which is to occur on or about the 15th of the next month. Payment of the agreed-upon subscription fee shall be made within thirty (30) days of final verification.

The Subscription Agreement shall cover the following persons ("Members"):

(a) Each and every resident household with the **TOWNSHIP'S** territorial jurisdiction;

(b) Visitors to resident households when the transport of that individual originates at the resident's private home.

(c) Visitors to businesses within the Township of Piscataway when the transport of the individual originates at the business location within the Township;

(d) Each and every employee of a business located within the **TOWNSHIP'S** territorial jurisdiction only during the hours when the employee is working for said business;

(e) All **TOWNSHIP** employees transported from within the Township.

(f) Any and all people that while travelling through the jurisdiction of Piscataway are involved in a motor vehicle crash and require transportation to a local hospital.

(g) Any and all people that are present in the Township of Piscataway at the time they require emergency medical attention.

The Subscription Agreement shall secure all Members from any out-of-pocket expenses related to the use of all ambulance services that meet the guidelines established by Federal and State

reimbursement programs. This Subscription Agreement shall not inhibit or disallow **HMH** from pursuing all legitimate and eligible sources of third party reimbursement, including individuals who receive payment of money directly from any source for the provisions of services provided by **HMH** under the terms of this Agreement. The Subscription Fee is not intended to cover the unpaid portion of any ambulance billings, deductibles or co-payments for the services provided to the non-residents of the **TOWNSHIP** who receive emergency medical services from **HMH** with the exceptions of those persons listed in subsections 8.2 (a) through (g) above.

8.3 **Reconciliation of Subscription Fee:** Reconciliation should be included within thirty (30) days of the end of each calendar year, and finally at the completion of this Agreement, and the Parties will conduct a reconciliation of the the actual amount of co-payments and deductibles waived for the individuals listed in 8.2 and actual payments during the reconciliation period. If the reconciliation results show that the actual payments waived exceed the Subscription Fee, then the **TOWNSHIP** shall pay the difference to **HMH** within thirty (30) days. If the reconciliation results in the actual co-payments waived being less than the Estimated Subscription Fee, then **HMH** shall pay the difference to the Township within thirty (30) days.

8.4 **Waiver of Collection of Co-Payments:** In exchange for payment of the Subscription Fee, **HMH** agrees to waive the collection of any co-payments or deductibles applicable to the Emergency Ambulance Services to be provided under this Agreement for those Members referenced in Section 8.2 (a) through (g). **HMH** agrees that it will not accept any payments directly from said Members for any Emergency Ambulance Services provided unless said moneys represent payments received from the patient's insurance carrier to cover the cost of the Emergency Ambulance Services provided. Any statement forwarded to said Members, by **HMH** shall clearly state that it is not an invoice or liability and that the invoice has been sent to the appropriate insurance carriers for reimbursement.

8.5 **Quality Assurance Program:** HMH shall establish a quality assurance program within sixty (60) days of the commencement of this Agreement to monitor and ensure compliance

with the standards set forth herein and, if necessary in the discretion of the Township, to make reasonable modifications to the manner in which services are provided, whenever appropriate.

SECTION 9: RECORDS AND REPORTS

9.1 Operating Report: **HMH** shall supply certain reports as described below to the **TOWNSHIP** with each quarterly invoice. All record keeping required by State law or regulation shall be maintained in the manner prescribed by law. The EMS Dispatch Data reports shall be forwarded to the New Jersey Department of Health as prescribed by law. **HMH** shall supply to the Township a quarterly operating report broken down by month with each invoice.

The report shall contain the following information:

a. Total number of Basic Life Support (" BLS") responses for the period;

b. The response time to BLS calls, identifying time of dispatch and time of arrival on scene;

c. The number of response times over ten (10) minutes;

d. The number of incidents a BLS Unit was not available;

e. The number of incidents when a mutual aid ambulance was called into the Township;

f. The total number of calls where the patient was not transported.

g. The total number of patient emergency transports;

In addition, **HMH** shall maintain proper documentation of calls for billing purposes.

9.2 Financial Report: **HMH** shall also supply a quarterly financial report which shall include:

a. Total number of BLS calls for the three (3) month period;

b. Number of calls and associated dollar amounts considered uncollectible (if available to **HMH**);

c. Amount billed and amount received for BLS calls for the three (3) month period, including the payer mix of collections.

9.3 Other Required Reports: **HMH** shall supply a written report of each complaint of service delivered by **HMH** that **HMH** receives. Said report shall state name, address, and telephone number of the complainant, nature of complaint, exact status of ambulance and personnel involved on behalf of **HMH**. **HMH** shall reply to all complaints of service received within one (1) week. If **HMH** believes

that the complaint is due to the actions of the **TOWNSHIP** or its designee (rather than **HMH**), **HMH** shall refer to the complaint to the appropriate person representing the Township and supply the **TOWNSHIP** Administrator copy of the initial complaint within one (1) week.

All records and reports required to be prepared and maintained by **HMH** shall be maintained and made available as herein required during the term of the Agreement and for a period of six (6) years following the termination of the Agreement. The **TOWNSHIP** shall, upon two (2) days written notice, have the right to conduct periodic program audits, vehicle inspections, patient care equipment inspections, and fiscal audits as often as it deems necessary for the purposes of monitoring the effectiveness of this Agreement. Such audits and inspections shall occur during normal business hours. **HMH** shall receive a full copy of each report finding. **HMH** agrees to cooperate fully with the **TOWNSHIP** inthe monitoring of the Agreement.

SECTION 10: TERM

10.1 Term: This Agreement shall be for a term of five (5) years commencing September 6, 2021, and terminating on September 5, 2026, unless sooner terminated pursuant to the terms thereof.

10.2 Early Termination:

(a) **HMH** agrees that if, during the term of this Agreement or any renewal thereof, (I) it fails to meet New Jersey State Department of Health licensing guidelines; or (ii) it fails to meet acceptable and proven standards of the industry; or (iii) it fails to comply with the terms and provisions of this Agreement, after written notice and a failure to cure the problem within thirty (30) days from receipt of said notice, the Agreement may be terminated by the **TOWNSHIP,** prior to the expiration of the term hereof upon written notice to **HMH.** In the event of such early termination, any unearned portion of the Subscription Fee shall be refunded to the **TOWNSHIP.**

(b) The **TOWNSHIP** agrees that if, during the term of this Agreement or any renewal thereof, it fails to comply with any term or provision of this Agreement (including, without limitation, failure to make any payment to **HMH** required hereunder when due), after written notice, and a failure to cure the problem within thirty (30) days of receipt of said notice, the Agreement may be terminated by **HMH,** prior to the expiration of the term hereof upon written notice to the **TOWNSHIP.**

SECTION 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance:

(a) **HMH** agrees that at all times throughout the duration of this Agreement, it will maintain General and Professional Liability Insurance with limits of $1,000,000 per claim and $3,000,000 annual aggregate. **HMH** further agrees that at all times throughout the duration of this Agreement it will maintain Automobile Insurance with limits of $2,000,000.00 combined single limit per occurrence and $2,000,000.00 annual aggregate. HMH will provide the TOWNSHIP with a Certificate of Insurance evidencing such coverage each year of this Agreement.

(b) The Township agrees that at all times throughout the duration of this Agreement, it will maintain General Liability and Hazard Insurance (by commercial policies or self-insurance) to support its indemnification obligations hereunder, but in no event shall such coverage be less than $1,000,000 per occurrence and $3,000,000 annual aggregate.

11.2 Indemnification:

(a) **HMH** hereby agrees to indemnify the **TOWNSHIP**, and to defend and hold it, its Mayor, Council, employees, attorneys and agents 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 negligent acts or omissions or willful misconduct of **HMH**, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement, except to the extent the same shall arise out of or relate to the negligent acts or omissions or willful misconduct of the **TOWNSHIP.**

(b) The **TOWNSHIP** hereby agrees to indemnify **HMH**, and to defend and hold it, its employees, officers, directors, attorneys and agents 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 negligent acts or omissions or willful misconduct of the **TOWNSHIP**, its employees (including the Piscataway Police Department) and agencies in the performance of its duties

and responsibilities under this Agreement, except to the extent the same shall arise out of or relate to the negligent acts or omissions or willful misconduct of **HMH,** its employees or agents.

(c) Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suites instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defenses of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.

SECTION 12: GENERAL PROVISIONS

12.1 **Notices:** All notices, requests, demands and other communications hereinunder shall be deemed to have been fully given if delivered in hand or transmitted by facsimile (if followed by a copy by mail with three (3) business days) or if telegraphed or mailed by certified mail:

To:

Township of Piscataway
455 Hoes Lane
Piscataway, New Jersey 08854
Attn: Brian Wahler, Mayor
Tel. 732-562-2301 Fax: 732-743-2500

With a copy to:

Clarkin & Vignuolo, P.C.

86 Washington Avenue

Milltown, NJ 08850

Attn: James F. Clarkin III

Assistant Township Attorney

Tel: 732-981-0808 Fax: 732-981-9797

To: HMH Hospitals Corporation

65 James Street

Edison, New Jersey 08820

Attn: Chief Hospital Executive

Tel: 732-632-1538 Fax: 732-744-5830

12.2 **Law Governing: Jurisdiction:** This Agreement shall be construed under and governed by the laws of the State of New Jersey and the **Parties** hereto agree that any suit or action in law or in equity may only be brought in the Superior Court of New Jersey, Middlesex County, and said court shall have sole and exclusive jurisdiction over the lawsuit.

12.3 **Fees and Expenses:** Each party to this Agreement will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

12.4 **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.

12.5 **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.**

12.6 **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 it shall not be assignable by **HMH** to another private company or any other entity without the prior written consent of the **TOWNSHIP.**

12.7 **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** or any breach hereunder shall not prevent subsequent enforcement of such term of 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 effect any other 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.

12.8 **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 the Agreement.

IN WITNESS WHEREOF, the **PARTIES** have executed this Agreement as of the date set forth above.

HMH HOSPITALS CORPORATION
b/b/a JFK University Medical Center

President & Chief Hospital Executive

Date: 8/31/21

Attest:

Name: Mark Bolan
Title: Director of EMS

TOWNSHIP OF PISCATAWAY

BRIAN C. WAHLER
Mayor

Date: 9-1-2021

Attest:

Name: ~~MELISSA A. SEADER~~
Title: ~~Township Clerk~~
Monica Orlando
deputy township clerk

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor 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 or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor 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 or sex. 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 contractor 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 contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 or sex.

The contractor 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 contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Cont*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

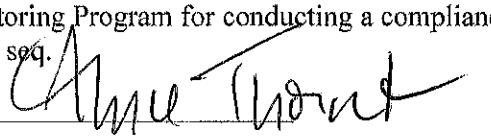
The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/.

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

DATED: August 31, 2021 SIGNATURE: 

PRINTED NAME AND TITLE: Amie D.Thornton, Chief Hospital Executive

COMPANY NAME: HMH Hospitals Corporation d/b/a JFK University Medical Center

ADDRESS: 65 James Street

ADDRESS: Edison, NJ 08820

S

CERTIFICATE OF INSURANCE 2021/21672 **ISSUE DATE June 21, 2021**

PRODUCER

HMH CASUALTY COMPANY LTD.
C/O DYNA MANAGEMENT SERVICES LTD.
1 VICTORIA STREET
HAMILTON HM 11
BERMUDA
PHONE: (441) 294-3962 FAX: (441) 292-1723

INSURED

HACKENSACK MERIDIAN HEALTH, INC.
343 THORNALL STREET
EDISON, NJ 08837
U.S.A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGES

HMH CASUALTY COMPANY LTD.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY INCEPTION	POLICY EXPIRATION	LIMITS
General Liability Health Care Facility Professional Liability	HMH-2021-01	January 1, 2021	January 1, 2022	US$4,000,000 each and every claim
Excess Liability	HMH-2021-02	January 1, 2021	January 1, 2022	Difference between US$20,000,000 each claim/ US$20,000,000 aggregate and underlying primary limits

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re: Ambulance Services RFP for the Township of Piscataway

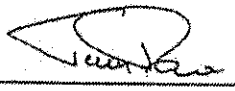
The Township of Piscataway is included as Additional Insured for General Liability where required by written contract.

CERTIFICATE HOLDER

Township of Piscataway
455 Hoes Lane
Piscataway, NJ 08854

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



SIGNED AUTHORIZED REPRESENTATIVE

HACKMER-01 JERWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
William H. Connolly & Co., LLC
56 Park Street
Montclair, NJ 07042

CONTACT NAME:
PHONE (A/C, No, Ext): (973) 744-8500 FAX (A/C, No): (973) 744-6021
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hackensack Meridian Health, Inc.
343 Thornall Street, 8th Floor
Edison, NJ 08837

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SP4063546	6/30/2021	6/30/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This policy is Excess Workers Compensation insurance for a state approved self-insured Workers Compensation insurance plan.

Re: Ambulance Services RFP for the Township of Piscataway

CERTIFICATE HOLDER

Township of Piscataway
455 Hoes Lane
Piscataway, NJ 08854

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HACKMER-01 JERWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
William H. Connolly & Co., LLC
56 Park Street
Montclair, NJ 07042

CONTACT NAME:
PHONE (A/C, No, Ext): (973) 744-8500 FAX (A/C, No): (973) 744-6021
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb Insurance Company of N.J.	41386
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hackensack Meridian Health Inc.
343 Thornall Street
Edison, NJ 08837

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO			73607188	1/1/2021	1/1/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Ambulance Services RFP for the Township of Piscataway

CERTIFICATE HOLDER

Township of Piscataway
455 Hoes Lane
Piscataway, NJ 08854

CANCELLATION

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AUTHORIZED REPRESENTATIVE