

EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT

THIS EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT (this "Agreement") is made by and between:

ATLANTIC AMBULANCE CORP., a New Jersey corporation whose business address is 475 South Street, P.O. Box 1905, Morristown, New Jersey 07962, with ambulances principally garaged at 120 Dorsa Avenue, Livingston, New Jersey 07039 ("AAC").

and

TOWNSHIP OF ANDOVER, a municipal corporation of the State of New Jersey, County of Sussex located at 134 Newton-Sparta Road, Newton, New Jersey 07860 ("Township")

AAC and Township may be individually referred to herein as "Party" and collectively referred to as "the Parties."

WHEREAS, the Township desires to promote health and safety of its residents and persons working within and traveling through its jurisdiction; and

WHEREAS, it is acknowledged that an important element to promoting the health and safety of those people residing, working, traveling through the Township is the availability of basic emergency medical services and ambulance service when such services are requested; and

WHEREAS, AAC is a medical transportation company licensed by the New Jersey Department of Health and Senior Services ("NJDHSS") and certified by the Medicare and Medicaid Programs to provide basic life support transportation services, specialty care transportation services and mobility assistance vehicle services; and

WHEREAS, the Township wishes to contract with AAC for the provision of such services to the Township community as a mutual aid partner to the Township's primary EMS provider and AAC wishes to furnish such services as a mutual aid partner to the Township's primary EMS provider, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AAC and the Township agree as follows:

1. TERM.

This Agreement shall commence on the last date that this Agreement is executed by both AAC and Township and shall continue for a period of twelve (12) months ("Term") unless earlier terminated in accordance with the terms herein. Upon expiration of the Term, this Agreement may be renewed upon the mutual written agreement of the parties for up to four (4) successive one (1) year terms (each a "Renewal Term"), for a total maximum period of five (5) years.

2. TERMINATION.

a. This Agreement may be terminated by either party without cause by the giving of ninety (90) days written notice to the other party.

b. This Agreement may be terminated by either party upon fifteen (15) days notice to the other party in the event of a breach by the other party of any of the terms of this Agreement that remains uncured at the expiration of the 15-day notice period.

c. This Agreement may be terminated immediately by either party if the other party acts or fails to act in a way that jeopardizes the health or safety of any patient.

3. AAC OBLIGATIONS.

a. AAC shall provide emergency medical services ("EMS") to the Township as a mutual aid partner to the Township's primary EMS provider on a 24/7, as needed basis, as requested by the Township, with an expectation of 90% availability.

b. Subject to the restrictions of the Health Insurance Portability Accounting Act ("HIPAA") and specifically 45 CFR §164.504(e), AAC shall provide the Township with the number of patients transported and response times on a monthly basis by the 15th day of the month following a full month of services. In addition, AAC shall meet with the Township on a regular basis to review the services provided in order to ensure high-quality and responsive services.

c. Upon request of the Township, AAC shall have any call reviewed by the AAC Medical Director who shall be board-certified in emergency medicine.

d. AAC shall arrange for quarterly meetings between the AAC Manager or designee, Police Chief, and the Township Administrator.

e. AAC will make reasonable efforts to post available units in the Township when available and not on assignments.

4. TOWNSHIP OBLIGATIONS.

a. Requests for emergency medical services provided by AAC as referenced in paragraph 3 above, the following procedures shall be observed:

1. Dispatch procedures shall be mutually agreed upon by Township and AAC.

b. The Township shall agree to allow AAC access to the Township frequency during contracted hours for the purpose of enhanced communication with Township emergency services personnel.

5. BILLING AND COMPENSATION.

AAC shall bill each patient its usual and customary fee for emergency ambulance transportation. All fees shall be charged in accordance with all applicable state and federal laws and regulations. All bills rendered to patients shall be in clear and readable form and shall clearly identify the services provided.

The parties agree that AAC shall waive Township residents' cost-sharing amounts in accordance with applicable laws, regulations and Department of Health and Human Services, Office of Inspector General Guidelines ("OIG Guidelines"). The parties understand and agree that AAC can waive cost-sharing amounts for residents of Township only. It is further understood and agreed that Township shall use its residents' tax dollars to pay AAC an amount that is actuarially equivalent to its residents' copayments, in accordance with OIG Guidelines. The parties anticipate that amounts paid to AAC under this Agreement will not exceed a total of Twelve Thousand Two Hundred and Sixty Eight Dollars (\$12,268.00) per year.

6. LICENSING.

AAC shall at all times maintain licensure as an ambulance service by the New Jersey Department of Health and Senior Services and at all times abide by the rules, regulations and standards of N.J.A.C. 8:40 *et seq.* AAC shall also operate its vehicles in a safe manner in accordance with applicable laws and statutes pertaining to ambulance operations and will follow all instructions of the Township Police Department in matters, which concern the safety of the transported patient(s).

7. INSURANCE.

The Parties shall each maintain policies of insurance sufficient to cover any losses that arise hereunder. Specifically, AAC shall carry the following policies of insurance: General Liability, Professional Liability, Vehicle Liability and Workers' Compensation. AAC shall meet or exceed any statutory policy limits required by the NJDHSS or the New Jersey Department of Motor Vehicles. In addition, AAC is insured under a commercial automobile policy with limits for bodily injury and property damage of to \$2,000,000. Upon request, each party shall provide the other party with a certificate of insurance certifying that it has such coverage. Failure to maintain the required insurance shall be grounds for immediate termination of this Agreement.

8. INDEMNIFICATION.

a. Obligations of AAC. AAC agrees to indemnify and hold harmless Township, including its elected officials, employees or agents, from any and all claims arising from any breach or default on the part of AAC or its officers, trustees, employees and agents in the performance of their duties under this Agreement. AAC shall further indemnify and hold Township harmless against all costs, counsel fees, expenses, and liabilities incurred in connection with any such action or proceeding brought against Township by reason of any of the aforesaid claims and damages. AAC, upon notice from Township, shall resist and defend, at the expense of AAC such action or proceeding with counsel reasonable satisfactory to Township. In addition, at its option, Township may also engage separate counsel to appear on its behalf in such action or proceeding without waiver of its rights or AAC's obligations under this paragraph.

b. Obligations of Township. Township agrees to indemnify and hold harmless AAC, including its parent and affiliates and their respective officers, trustees, employees and agents, from any and all claims arising from any breach or default on the part of Township, its elected officials, employees or agents in the performance of their duties under this Agreement. Township shall further indemnify and hold AAC harmless against all costs, counsel fees, expenses, and liabilities incurred in connection with any such action or proceeding brought against Township by reason of any of the aforesaid claims and damages. Township, upon notice from AAC, shall resist and defend, at the expense of AAC, such action or proceeding with counsel reasonably satisfactory to AAC. In addition, at its option, AAC may also engage separate counsel to appear on its behalf in such action or proceeding without waiver of its rights or Township's obligation under this paragraph.

9. INDEPENDENT CONTRACTORS.

It is mutually understood and agreed that in the performance of the duties and obligations of the Parties under 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.

10. CONFIDENTIAL INFORMATION.

Both Township and AAC agree that any proprietary or confidential information (including, without limitation, any and all patient information) communicated to one party by the other party, whether before or after the date of this Agreement, will be received in confidence, and no such information shall be disclosed to any third party without the mutual consent of each other.

II. EQUAL TREATMENT.

AAC agrees that it will provide services under this Agreement to all Township patients regardless of diagnosis, financial status, race, color, creed, national origin, handicap or other personal characteristics.

12. MISCELLANEOUS.

a. Entire Agreement. This instrument contains the entire agreement between the parties concerning the subject matter hereof and shall supersede currently existing agreements of the parties, both written and verbal, concerning the subject matter hereof.

b. Notice. Notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, by hand delivery or by a nationally recognized overnight delivery service. All notices shall be sent to the following addresses or such other address as the parties may designate in writing from time to time.

If to AAC: Atlantic Ambulance Corp.
475 South Street, P.O. Box 1905
Morristown, New Jersey 07962
Attention: David Ferguson, Director

cc: Atlantic Health System, Inc.
475 South Street, P.O. Box 1905
Morristown, New Jersey, 07962.
Attention: Senior Vice President, Legal Affairs & General Counsel

If to Township: Township of Andover
134 Newton-Sparta Road
Newton, New Jersey 07860
Attention: Patricia L. Bussow, Administrator/Municipal Clerk/Registrar

c. Construction. This Agreement shall be interpreted in accordance with, and the rights hereto shall be determined by, the laws, regulations and ordinances of the State of New Jersey and venue shall be in a court of appropriate jurisdiction located in the State of New Jersey.

d. Waiver. The failure of a party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of, or deprive that party of, the right thereafter to the enforcement that term or any other term of this Agreement.

e. Headings. The headings of each section or subsection in this Agreement are for convenience or reference only and shall in no manner or way affect the interpretation or meaning of such section or subsection.

f. Severability. The provisions of this Agreement shall be deemed severable, and if any provision shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

g. Assignment. Neither this Agreement nor any obligations thereunder may be assigned to any third party without the prior written consent of the other party.

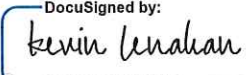
h. Jeopardy. If, as a result of a change in law or regulation or a judicial or administrative decision or interpretation, including without limitation, any OIG Guidelines relied upon herein, the performance by either party hereto of any provision of this Agreement should jeopardize any license or certification (including Medicare certification) or the tax-exempt status of AAC or its affiliates, or if it should constitute a violation of any statute, regulation or ordinance, or be deemed unethical by any recognized agency or association in the medical or hospital field, AAC may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not then reached, terminate this Agreement forthwith.

i. No Payment for Referrals. Each of AAC and the Township acknowledges and agrees that the benefits inuring to it hereunder do not require, are not payment for and are not in any way contingent upon the referral, admission or any other arrangement for the provision of any item or service. The parties further acknowledge and agree that, notwithstanding anything herein to the contrary, neither party is required under this Agreement or any other agreement between AAC and the Township to refer any patient to any health care provider or purchase any item or service for which payment may be made under Medicare, Medicaid or any other governmental health care program from any source. The parties further acknowledge and agree that this Agreement shall not be construed to induce or encourage the referral of patients or the purchase of health care services or supplies. No payment made under this Agreement shall be in return for such referral or purchase.

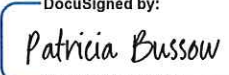
j. Governing Law. This Agreement shall be interpreted in accordance with, and the laws, regulations and ordinances of the State of New Jersey, hereto shall determine the rights and venue shall be in a court of appropriate jurisdiction located in the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement for Emergency Medical Services on the date of last signature set forth below.

ATLANTIC AMBULANCE CORP.

By: 
DocuSigned by:
03AB88C2B87A456...
 Name: Kevin Lenahan
 Title: President, Atlantic Ambulance Corp.
 Senior Vice President, Atlantic Health System, Inc.
 Date: 4/22/2022

TOWNSHIP OF ANDOVER

By: 
DocuSigned by:
669E0C21B4994B4
 Name: Patricia Bussow
 Title: Township Administrator
 Date: 4/22/2022