
From: mreiber07821@yahoo.com
Sent: Tuesday, March 8, 2022 1:09 PM
To: Alex Rubenstein; Beth Brothman; Patricia Bussow
Cc: Debbie Reidmiller
Subject: February Numbers Report
Attachments: Copy of Copy of Lakeland 2022.xlsx - FEB 2021 SUMMARY.pdf

To All:

Please find the numbers for the month of February attached.

Respectfully submitted,
Reiber
President - LES

FEBRUARY 2022 TOTALS

MONTH'S TOTAL CALLS		88	(5 to NFAS, 1 to HBFS, 3 to SNALC, 2 to Sparta, 1 GTEMS)	
ANDOVER BOROUGH		4		
ANDOVER TOWNSHIP		29		
BYRAM TOWNSHIP		41		
FRANKFORD TWSP.	0	BRANCHVILLE BOROUGH	0	
MONTAGUE TWSP.	0	SANDYSTON TOWNSHIP	0	
TOWN OF NEWTON	1	WALPACK TOWNSHIP	0	
STANHOPE BOROUGH	9	SPARTA TOWNSHIP	0	
HAMPTON TOWNSHIP	0	ALLAMUCHY TOWNSHIP	0	
GREEN TOWNSHIP	1	HOPATCONG BOROUGH	3	
STILLWATER TWSP.	0	LAFAYETTE TOWNSHIP	0	
WANTAGE TWSP.	0	NETCONG BORO	0	
HAMBURG BOROUGH	0	OTHER OUT OF COUNTY	0	
MVC	5	FLYOUTS	0	
FIRE CALL	4	AED USES	2	
SPECIAL EVENT	0	STORK VISITS	0	
AICC / ANH		1		
ADVANCED LIFE SUPPORT DISPATCHED		22		
ALS TREAT	6	ALS TRIAGE	3	
ALS CANCEL	12	ALS REFUSAL	0	
ALS PRONOUNCEMENT		1		
DETAILS				
TOTAL MILES	1023	DAY CALLS (05:00-18:00)	45	
AVG. RESP. TIME (MIN)	11.7	NIGHT CALLS (18:00-05:00)	34	
AVG. CALL DURATION	56.93			
MANPOWER HOURS	1246.02			
TOTAL PATIENTS	55			
SIMILTANEOUS CALLS	13			
		HOSPITAL DESTINATIONS		
		DENVILLE	2	
		DOVER	0	
		HACKETTSTOWN	8	
AMBULANCE RESPONSES		NEWTON	39	
AMBULANCE 4351	8	MORRISTOWN	1	
AMBULANCE 4352	1	BARNABAS	0	
AMBULANCE 4353	6	OVERLOOK	0	
RESCUE AMB. 4355	64	BON SECOURS	0	
		GARNET HEALTH	0	
DUTY CREW RESPONSES				
NIGHT CREW SUNDAY	5	DAY CREWS	47	
NIGHT CREW MONDAY	4	WEEKEND CREWS	6	
NIGHT CREW TUESDAY	5	NIGHT SCRAMBLES	4	
NIGHT CREW WEDNES.	4			
NIGHT CREW THURS.	3			

NIGHT CREW FRIDAY

1



Patricia Bussow <pbussow@andovertp.org>

Lakeland EMS Fuel Usage

Toni Grisaffi <tgrisaffi@andovertp.org>

Tue, Mar 8, 2022 at 3:57 PM

To: Darren Dickinson <ddickinson@andovertp.org>, Patricia Bussow <pbussow@andovertp.org>

Hi Darren,

Are you able to give me a history of how much fuel Lakeland uses?

Thanks,

Toni Grisaffi, CMFO
Andover Township
134 Newton Sparta Road
Newton, NJ 07860
973-383-4280 ext 323
973-383-9977 (Fax)



Patricia Bussow <pbussow@andovertp.org>

February's monthly numbers for Lakeland

mreiber07821@yahoo.com <mreiber07821@yahoo.com>

Mon, Mar 14, 2022 at 1:38 PM

To: Alex Rubenstein <arubenstein@byramtp.org>, Patricia Bussow <pbussow@andovertp.org>, Beth Brothman <clerk@andoverboroughnj.org>, Cindy Church <cchurch@byramtp.org>

To All:

My apologies if this is just being received or this is a duplicate effort (I cannot find where I squirreled it in my e-mail); I could have sworn I sent this already....

Thank you for your attention to this information (and apologies).

Respectfully submitted,
Reiber
President - Lakeland EMS.

 **Copy of Copy of Lakeland 2022.xlsx - FEB 2021 SUMMARY.pdf**
49K



Patricia Bussow <pbussow@andovertp.org>

February's monthly numbers for Lakeland

Cindy Church <cchurch@byramtp.org>

Mon, Mar 14, 2022 at 1:40 PM

To: "mreiber07821@yahoo.com" <mreiber07821@yahoo.com>, Alex Rubenstein <arubenstein@byramtp.org>, Patricia Bussow <pbussow@andovertp.org>, Beth Brothman <clerk@andoverboroughnj.org>

Thank you. Can you also send me the numbers for January as well?

Cynthia Church, RMC / CMR

Byram Township Clerk

10 Mansfield Drive

Stanhope, NJ 07874

973-347-2500 x127

[Quoted text hidden]

FEBRUARY 2022 TOTALS

MONTH'S TOTAL CALLS 88 (5 to NFAS, 1 to HBFS, 3 to SNALC, 2 to Sparta, 1 GTEMS)

ANDOVER BOROUGH 4

ANDOVER TOWNSHIP 29

BYRAM TOWNSHIP 41

FRANKFORD TWSP. 0 **BRANCHVILLE BOROUGH** 0

MONTAGUE TWSP. 0 **SANDYSTON TOWNSHIP** 0

TOWN OF NEWTON 1 **WALPACK TOWNSHIP** 0

STANHOPE BOROUGH 9 **SPARTA TOWNSHIP** 0

HAMPTON TOWNSHIP 0 **ALLAMUCHY TOWNSHIP** 0

GREEN TOWNSHIP 1 **HOPATCONG BOROUGH** 3

STILLWATER TWSP. 0 **LAFAYETTE TOWNSHIP** 0

WANTAGE TWSP. 0 **NETCONG BORO** 0

HAMBURG BOROUGH 0 **OTHER OUT OF COUNTY** 0

MVC 5 **FLYOUTS** 0

FIRE CALL 4 **AED USES** 2

SPECIAL EVENT 0 **STORK VISITS** 0

AICC / ANH 1

ADVANCED LIFE SUPPORT DISPATCHED 22

ALS TREAT 6 **ALS TRIAGE** 3

ALS CANCEL 12 **ALS REFUSAL** 0

ALS PRONOUNCEMENT 1

DETAILS

TOTAL MILES 1023

AVG. RESP. TIME (MIN) 11.7

AVG. CALL DURATION 56.93

MANPOWER HOURS 1246.02

TOTAL PATIENTS 55

SIMULTANEOUS CALLS 13

DAY CALLS (05:00-18:00) 45

NIGHT CALLS (18:00-05:00) 34

HOSPITAL DESTINATIONS

DENVILLE 2

DOVER 0

HACKETTSTOWN 8

NEWTON 39

MORRISTOWN 1

BARNABAS 0

OVERLOOK 0

BON SECOURS 0

GARNET HEALTH 0

AMBULANCE RESPONSES

AMBULANCE 4351 8

AMBULANCE 4352 1

AMBULANCE 4353 6

RESCUE AMB. 4355 64

DUTY CREW RESPONSES

NIGHT CREW SUNDAY 5

NIGHT CREW MONDAY 4

NIGHT CREW TUESDAY 5

NIGHT CREW WEDNES. 4

NIGHT CREW THURS. 3

DAY CREWS 47

WEEKEND CREWS 6

NIGHT SCRAMBLES 4

NIGHT CREW FRIDAY

1



Patricia Bussow <pbussow@andovertp.org>

Lakeland's Monthly Numbers for March

mreiber07821@yahoo.com <mreiber07821@yahoo.com>

Tue, Apr 5, 2022 at 4:21 PM

To: Alex Rubenstein <arubenstein@byramtp.org>, Patricia Bussow <pbussow@andovertp.org>, Beth Brothman <clerk@andoverboroughnj.org>, Cindy Church <cchurch@byramtp.org>

To All:

Please find the March monthly numbers attached.

Respectfully submitted,
Reiber
President - Lakeland

2 attachments

 **Copy of Copy of Lakeland 2022.xlsx - MAR 2022 SUMMARY.pdf**
31K

 **Copy of Copy of Lakeland 2022.xlsx - YEAR TO DATE.pdf**
58K

LAKELAND EMS - MARCH 2022 TOTALS

MONTH'S TOTAL CALLS 106 (SNALC-8, Green-3, St Clares 1, NFAS-16)

ANDOVER BOROUGH 10

ANDOVER TOWNSHIP 41

BYRAM TOWNSHIP 43

FRANKFORD TWSP. 0

MONTAGUE TWSP. 0

TOWN OF NEWTON 0

STANHOPE BOROUGH 4

HAMPTON TOWNSHIP 0

GREEN TOWNSHIP 1

STILLWATER TWSP. 0

FREDON TWSP. 0

WANTAGE TWSP. 0

BRANCHVILLE BOROUGH 0

SANDYSTON TOWNSHIP 0

WALPACK TOWNSHIP 0

SPARTA TOWNSHIP 0

ALLAMUCHY TOWNSHIP 2

HOPATCONG BOROUGH 3

LAFAYETTE TOWNSHIP 0

NETCONG BORO 0

HARDYSTON TWSP. 0

OTHER OUT OF COUNTY 2

MVC 6

FIRE CALL 11

SPECIAL EVENT 0

FLYOUTS 1

AED USES 0

STORK VISITS 0

AICC / ANH 1

ADVANCED LIFE SUPPORT DISPATCHED 38

ALS TREAT 16

ALS CANCEL 20

ALS TRIAGE 0

ALS REFUSAL 1

ALS PRONOUNCEMENT 1

TOTAL MILES 2319

AVG. RESP. TIME (MIN) 9.1

AVG. CALL DURATION 61.81

MANPOWER HOURS 1430.12

TOTAL PATIENTS 73

SIMILTANEOUS CALLS 9

DAY CALLS (05:00-18:00) 67

NIGHT CALLS (18:00-05:00) 18

MON 17 FRI 14

TUE 11 SAT 8

WED 19 SUN 4

THU 12

HOSPITAL DESTINATIONS

DENVILLE 4

DOVER 2

HACKETTSTOWN 6

NEWTON 32

MORRISTOWN 10

ST. LUKE'S WARREN 0

BON SECOURS 0

GARNET HEALTH 0

AMBULANCE RESPONSES

AMBULANCE 4351 5

AMBULANCE 4352 0

AMBULANCE 4353 20

RESCUE AMB. 4355 60

DUTY CREW RESPONSES

NIGHT CREW SUNDAY 1

NIGHT CREW MONDAY 2

DAY CREWS 68

NIGHT CREW TUESDAY	2
NIGHT CREW WEDNES.	4
NIGHT CREW THURS.	3
NIGHT CREW FRIDAY	2

WEEKEND CREWS	2
NIGHT SCRAMBLES	2

LAKELAND EMS - 2021 YEAR TO DATE SUMMARY

TOTAL CALLS		329	CALLS HANDLED BY MUTAID AID DEPARTMENTS			
	ANDOVER BOROUGH		23	7.0%		
	ANDOVER TOWNSHIP		111	33.7%		
	BYRAM TOWNSHIP		139	42.2%		
	STANHOPE BOROUGH	28	8.5%		BRANCHVILLE BORO.	0 0.0%
	FRANKFORD TWSP.	0	0.0%		SANDYSTON TOWNSHIP	0 0.0%
	MONTAGUE TWSP.	0	0.0%		WALPACK TOWNSHIP	0 0.0%
	TOWN OF NEWTON	1	0.3%		HOPATCONG BOROUGH	16 4.9%
	GREEN TOWNSHIP	3	0.9%		HAMPTON TOWNSHIP	0 0.0%
	ALLAMUCHY TOWNSHIP	2	0.6%		LAFAYETTE TOWNSHIP	0 0.0%
	STILLWATER TWSP.	0	0.0%		FREDON TWSP.	0 0.0%
	SPARTA TOWNSHIP	3	0.9%		NETCONG BOROUGH	2 0.6%
	VERNON TWSP.	0	0.0%		FRANKLIN BORO.	0 0.0%
	WANTAGE TWSP.	0	0.0%		HARDYSTON TWSP.	0 0.0%
	HAMBURG BOROUGH	0	0.0%		SUSSEX BOROUGH	0 0.0%
	HARDYSTON TWSP.	0	0.0%		OTHER OUT OF COUNTY	3 0.9%
MVC	17	5.2%	FLYOUTS	1		
FIRE CALL	22	6.7%	AED USES	2		AICC / ANH
STANDBY	0	0.0%	STORK VISITS	0	4	1.2%
ADVANCED LIFE SUPPORT DISPATCHED		90	27.4%			
ALS TREAT:	36	40.0%	ALS TRIAGE:	6	6.7%	
ALS CANCEL:	44	48.9%	ALS REFUSAL:	0	0.0%	
ALS PRONOUNCEMENT:		3	3.3%			
TOTAL MILES	4,465					
AVG. DISP TO RESP (MIN)	10.7					
AVG. CALL DURATION	62.13					
MANPOWER FIELD HOURS	4,016.41					
TOTAL PATIENTS	251					
SIMULTANEOUS CALLS	17	5.2%				
VEHICLE RESPONSE STATS			HOSPITAL DESTINATIONS			
AMBULANCE 4351	33		NEWTON	125	OVERLOOK	0
AMBULANCE 4352	8		HACKETTSTOWN	25	POCONO	0
AMBULANCE 4353	41		MORRISTOWN	15	BARNABAS	0
RESCUE AMB 4355	212		DOVER	15	HACKENSACK UMC	0
U 4359	1		DENVILLE	7	NEWARK BETH ISR.	0
			ST. LUKE'S WARREN	0	JERSEY CITY MC	0
			GARNET HEALTH ORANGE REG.	0	ST. JOE'S	0
			BON SECOURS	0	EAST ORANGE VA	0

LAKELAND EMS - 2021 YEAR TO DATE SUMMARY



Patricia Bussow <pbussow@andovertp.org>

Atlantic Contract

Patricia Bussow <pbussow@andovertp.org>

Mon, Mar 28, 2022 at 10:41 AM

To: Fred Semrau <fsemrau@dorseysemrau.com>, Susan Semrau <ssemrau@dorseysemrau.com>

Cc: Eric Danielson <edanielson@atpd.org>, "Deitz, Glenn" <glenn.deitz@atlanticealth.org>

Good Morning,

I was just looking for an update on a finalized version of the Atlantic Contract. I was hoping to get this wrapped up by the end of this month so that we coordinate with the signing of Lakeland's contract, which is ready to go.

Thank you,
Patti

*Patricia L. Bussow, RMC/CMR
Township Administrator/Municipal Clerk
134 Newton-Sparta Road
Newton, NJ 07860
Phone: 973.383.4280 x316
Fax: 973-383-5039*



Patricia Bussow <pbussow@andovertp.org>

Atlantic Contract

Deitz, Glenn <Glenn.Deitz@atlantichhealth.org>

Mon, Mar 28, 2022 at 1:38 PM

To: Patricia Bussow <pbussow@andovertp.org>, Fred Semrau <fsemrau@dorseysemrau.com>, Susan Semrau <ssemrau@dorseysemrau.com>

Cc: Eric Danielson <edanielson@atpd.org>

Thanks, Patty, I have asked our legal team to expedite and am waiting to hear back.

-Glenn

From: Patricia Bussow <pbussow@andovertp.org>**Sent:** Monday, March 28, 2022 10:41 AM**To:** Fred Semrau <fsemrau@dorseysemrau.com>; Susan Semrau <ssemrau@dorseysemrau.com>**Cc:** Eric Danielson <edanielson@atpd.org>; Deitz, Glenn <Glenn.Deitz@atlantichhealth.org>**Subject:** Atlantic Contract

WARNING: This message originated from outside of Atlantic Health System. Any attachments or links should be carefully considered before proceeding. Messages from our business partners still need to be reviewed and should not be opened if suspicious.

Please use the report phishing button to report a questionable email.

[Quoted text hidden]



Patricia Bussow <pbussow@andovertp.org>

Atlantic Contract

Patricia Bussow <pbussow@andovertp.org>

Mon, Mar 28, 2022 at 1:46 PM

To: "Deitz, Glenn" <Glenn.Deitz@atlantichhealth.org>

Cc: Fred Semrau <fsemrau@dorseysemrau.com>, Susan Semrau <ssemrau@dorseysemrau.com>, Eric Danielson <edanielson@atpd.org>

Thank you!

Patti

Patricia L. Bussow, RMC/CMR
Township Administrator/Municipal Clerk
134 Newton-Sparta Road
Newton, NJ 07860
Phone: 973.383.4280 x316
Fax: 973-383-5039

[Quoted text hidden]



Patricia Bussow <pbussow@andovertp.org>

Atlantic Contract

Eric Danielson <edanielson@atpd.org>

Mon, Mar 28, 2022 at 1:52 PM

To: Patricia Bussow <pbussow@andovertp.org>

Cc: "Deitz, Glenn" <Glenn.Deitz@atlantichhealth.org>, Fred Semrau <fsemrau@dorseysemrau.com>, Susan Semrau <ssemrau@dorseysemrau.com>

Glenn,

Can you also send over the potential rental agreement?

Chief

[Quoted text hidden]

--

Eric C. Danielson**Chief of Police****Andover Township Police Department****973-383-5544** Picture

This email may contain content that is confidential, copyrighted, exempt from disclosure, or otherwise legally protected. It is intended solely for the use of the intended recipient. If you have received this email in error (even if the email address above is yours) please notify the sender by return email and delete the original email from your system. Delivery of this message to any person other than the intended recipient is not intended to waive any right or privilege. If you are not the intended recipient of this email, you are hereby notified that any disclosure, dissemination, copying or distribution of this email or the information contained in it is strictly prohibited. Any opinions expressed in this email are the individual sender's and are not necessarily that of the Andover Township Police Department, except where the sender states with authority the views to be that of the Andover Township Police Department.



Patricia Bussow <pbussow@andovertp.org>

Atlantic Contract

Deitz, Glenn <Glenn.Deitz@atlantichhealth.org>

Wed, Apr 13, 2022 at 7:27 AM

To: Patricia Bussow <pbussow@andovertp.org>

Cc: Fred Semrau <fsemrau@dorseysemrau.com>, Susan Semrau <ssemrau@dorseysemrau.com>, Eric Danielson <edanielson@atpd.org>

Good morning,

Please see the attached copy with changes as requested. If ok, I can have my team send for e-signatures- I just need the name and email address of the signer.

Thanks,

Glen

[Quoted text hidden]



Emergency Medical Services Agreement (Andover Township) 1Apr22.doc.docx

35K

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.

11. 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.

TOWNSHIP OF ANDOVER

By: _____

By: _____

Name: Kevin Lenahan

Title: President, Atlantic Ambulance Corp.

Senior Vice President, Atlantic Health System, Inc.

Date:

Name:

Title:

Date:

From: Patricia Bussow <pbussow@andovertp.org>
Sent: Wednesday, April 13, 2022 8:06 AM
To: Deitz, Glenn <Glenn.Deitz@atlantichhealth.org>
Cc: Fred Semrau <fsemrau@dorseysemrau.com>; Susan Semrau <ssemrau@dorseysemrau.com>; Eric Danielson <edanielson@atpd.org>
Subject: Re: Atlantic Contract

Thank you Glenn!

Fred, both the Mayor and I signed the Lakeland Contract. Are you ok with me signing off on this one?

Thank you,

Patti

Patricia L. Bussow, RMC/CMR

Township Administrator/Municipal Clerk

134 Newton-Sparta Road

Newton, NJ 07860

Phone: 973.383.4280 x316

Fax: 973-383-5039



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u=http://www.avast.com/](https://link.edgepilot.com/s/bfb85e29/7_rX7sGlzEC-1Qdu7UKjHA?u=http://www.avast.com/)

[Quoted text hidden]

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Patricia Bussow <pbussow@andovertwp.org>

Atlantic Contract

Deitz, Glenn <Glenn.Deitz@atlanticealth.org>
To: Patricia Bussow <pbussow@andovertwp.org>

Wed, Apr 20, 2022 at 12:56 PM

Thanks, Patti- let me know names/emails of the appropriate signers.

Thanks!

Glenn

[Quoted text hidden]



Patricia Bussow <pbussow@andovertp.org>

Atlantic Contract

Patricia Bussow <pbussow@andovertp.org>
To: "Deitz, Glenn" <Glenn.Deitz@atlanticealth.org>

Wed, Apr 20, 2022 at 1:08 PM

Glenn, I can sign on behalf of the Township. If you need more than one, we will add the Mayor.

Thomas D. Walsh, Jr. twalsh@andovertp.org

Thank you,
Patti

Patricia L. Bussow, RMC/CMR
Township Administrator/Municipal Clerk
134 Newton-Sparta Road
Newton, NJ 07860
Phone: 973.383.4280 x316
Fax: 973-383-5039

[Quoted text hidden]



Patricia Bussow <pbussow@andovertwp.org>

Atlantic Contract

Deitz, Glenn <Glenn.Deitz@atlanticealth.org>
To: Patricia Bussow <pbussow@andovertwp.org>

Fri, Apr 22, 2022 at 11:50 AM

Thanks, Patti! I forwarded to our legal team to get you the docusign.

Thanks,

Glenn

[Quoted text hidden]