

AGREEMENT

THIS AGREEMENT made this 11th day of **June, 2019**, by and between the **TOWNSHIP OF EAST BRUNSWICK**, a municipal corporation of the State of New Jersey, having its principal offices located at 1 Jean Walling Civic Center, East Brunswick, New Jersey 08816, hereinafter referred to as "Township," and **ROBERT WOOD JOHNSON HEALTH NETWORK, INC., MOBILE HEALTH**, having its principal offices located at 126 Paterson Street, New Brunswick, NJ 08901, hereinafter referred to as "Contractor."

WHEREAS, pursuant to the requirements of the Local Public Contract Law, the Township advertised and received proposals to provide Basic Life Support Emergency Medical Service Response and Transportation System; and

WHEREAS, the bids were reviewed by the Township Officials; and

WHEREAS, the Township Council awarded the contract to provide Basic Life Support Emergency Medical Service Response and Transportation System to Robert Wood Johnson Health Network, Inc., Mobile Health, ("Contractor"); and

WHEREAS, Robert Wood Johnson Health Network, Inc., Mobile Health, Inc. ("Contractor") is a professional medical transportation company which complies with all vehicle and crew requirements of the Social Security Act, and the Medicare and Medicaid Program, and is duly licensed and authorized by the New Jersey State Department of Health and Senior Services to provide basic life support ambulance and medical care services; and

WHEREAS, the parties desire to enter into an agreement providing for Basic Life Support Emergency Medical Service Response and Transportation System.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor agrees to provide Basic Life Support Emergency Medical Service Response and Transportation System for Township of East Brunswick for a term of three (3) years from date of award. The Township may renew the agreement for two (2), one (1) year extensions. All terms and conditions as set forth herein shall remain the same throughout all renewal periods.

2. The Contractor shall receive no compensation from the Township for the services it provides pursuant to this agreement.

3. The Contractor shall pay the Township \$12,000.00 each year to compensate for the fair market value of the office space including internet, electricity, and administrative costs to the Township and receive exclusive right. The amount is to be paid annually on the first day of the contract commencement and on the first day of the commencement of each subsequent year of the contract.

4. The Office of the Chief, East Brunswick Police Department is deemed the Contract Manager for the purposes of the Contract.

5. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the performance of the aforesaid services until the same have been accepted by the Township.

6. To prevent all disputes and litigation, it is agreed by and between the parties to this agreement that the Township shall in all cases determine the services rendered under this agreement, and as to the interpretation of the plans and specifications.

7. The contract documents shall consist of the following:

- A. Notice to Contractors;
- B. Request for Proposals;
- C. Contractor's Proposal (as accepted);
- D. Contract Agreement;
- E. All Addenda.

8. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

9. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the

Contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

10. The Contractor shall execute the Affirmative Action Agreement, Exhibit A attached hereto, which shall be incorporated herein by reference.

11. The Contractor shall submit a copy of the Certificate of Employee Information Report, or a copy of letter of Federal approval, or Form AA-302 (Initial Employee Information Report) prior to execution of this Agreement.

12. Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

13. Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors are used.

14. For the term of the contract, Contractor and each of its affiliates, and a subcontractor and each of its affiliates, [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property intended for a contract with a contracting agency.

15. A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or Subsection e. or f. of Section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

16. This agreement, together with the contract documents, form the contract and they are as fully a part of this Agreement as if hereto attached or herein repeated.

17. The Township and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS & ATTEST:



NENNETTE PERRY, RMC
Township Clerk
(Seal) 6/14/19

TOWNSHIP OF EAST BRUNSWICK

By 

BRAD COHEN, Mayor
JOSEPH CRISCUOLO
ACTING MAYOR

ROBERT WOOD JOHNSON HEALTH
NETWORK, INC., MOBILE HEALTH



(Seal) Secretary
Witness

By 

James Smith VicePresident