

RESOLUTION 22-170

**AUTHORIZING NOTICE TO ROBERT WOOD JOHNSON HEALTH
NETWORK FOR EXTENSION OF BASIC LIFE SUPPORT
AND EMERGENCY MEDICAL SERVICES.**

WHEREAS, the Borough of South Plainfield and Robert Wood Johnson Health Network, Inc. (hereinafter "RWJ") entered into a Service Agreement which states that RWJ will provide basic health support and emergency medical services to the public within the Borough from 7:00 a.m. to 7:00 p.m. seven days per week, which agreement commenced March 1, 2021 and is to continue for a period of two years with an automatic renewal of one additional year unless either party provides written notice of an intention not to renew; and

WHEREAS, the contract provides that the Borough may extend the time for services to require that RWJ provide the designated services 24 hours per day, seven days per week on receipt of 30 days' notice from the Borough that it is requesting an extension of such time; and

WHEREAS, the South Plainfield Volunteer Rescue Squad has been providing basic life support and emergency medical services from 7:00 p.m. to 7:00 a.m. seven days per week; and

WHEREAS, the Borough has reviewed the performance of the volunteer rescue squad and has determined it is in the best interests of the residents of the Borough to extend its agreement with RWJ for RWJ to provide basic life support and emergency medical services to the residents of the Borough 24 hours per day, seven days per week;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of South Plainfield, County of Middlesex, State of New Jersey that notice shall be provided to Robert Wood Johnson Health Network, Inc. requesting that they provide basic life support and emergency medical services to the residents of the Borough 24 hours per day, seven days per week in accordance with the terms of its contract with the Borough, such services to begin June 1, 2022. RWJ shall receive notice of this request from the Borough to extend the time for the provision of services.

COUNCIL	MOTION	2 ND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
Councilman Bengivenga	X		X				
Councilwoman Mott			X				
Councilman Smith			X				
Councilman White			X				
Councilman Wolak			X				
Council President Faustini		X	X				
		VOTE:	6	0			
Mayor Anesh – TIE ONLY							

I do hereby certify that the foregoing is a true and exact copy
of a Resolution adopted by the Mayor and Borough Council of
South Plainfield Borough on April 18, 2022

Amy Antonides

Amy Antonides, RMC/CMC/CMR
Municipal Clerk – South Plainfield Borough



Mobile Health - EMS

March 30, 2021

Dear Mr. Cullen,

Please find the enclosed executed EMS Services Agreement that incorporate the changes requested by Mr. Rizzo. Should you have any questions or need to contact me for any reason feel free to call my mobile at 201-563-6095. We appreciate the opportunity to continue providing Emergency Medical Services to the residents and visitors of the Borough of South Plainfield.

Best regards,

A handwritten signature in black ink, appearing to be "Jim Smith", written over a horizontal line.

Jim Smith, Vice President – Mobile Health

cc: Paul Rizzo, Esq.

One Robert Wood Johnson Place
P.O. Box 2601
New Brunswick, NJ 08903-2601

Phone: 732-937-8686
Fax: 732-418-8199

SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the 1st day of March 2021, ("Effective Date") by and between Robert Wood Johnson Health Network, Inc. also known as RWJBarnabas Health EMS, having its principal place of business at 126 Paterson Street, New Brunswick, New Jersey 08901 ("RWJ"), and the Borough of South Plainfield, having its principal place of business at 2480 Plainfield Avenue, South Plainfield, New Jersey 07080 ("BSP");

WITNESSETH

WHEREAS, BSP is an incorporated Borough located in Middlesex County, New Jersey; and

WHEREAS, RWJ is a health provider which provides basic life support ("BLS"), and emergency medical services ("EMS") to the public; and

WHEREAS, BSP wishes to retain RWJ to provide BLS and EMS services to BSP for medical emergencies, fire scene responses (including fire scene stand-by responses), and mutual aid responses (collectively the "Services") in the Borough of South Plainfield, and as to mutual aid responses in the surrounding areas as needed (the "Territory") under the terms and conditions set forth herein; and

WHEREAS, by Resolution 2021-74 adopted on February 1, 2021 BSP authorized this Agreement between BSP and RWJ; and

WHEREAS, the parties have represented to each other that each has the legal capacity to enter into this Agreement; and

WHEREAS, the parties desire to fix, limit and determine by the Agreement insofar as is permissible by law, their respective interests and rights.

NOW, THEREFORE, in consideration of the mutual covenants, provisions, promises and terms contained herein, and the recitals set forth above that are incorporated by reference as if fully set forth herein, the parties agree as follows:

1. Term: This agreement shall commence March 1, 2021 and shall continue for a period of two (2) years (the "Initial Term"). Each party shall have the ability to terminate this Agreement without cause upon ninety (90) days written notice to the other party, with no further obligation to the other after the ninety (90) day period, except for any payments owed from BSP to RWJ in accordance with this Agreement. After the Initial Term, this Agreement shall automatically renew for one (1) additional year term (the "Renewal Term") unless a party provides written notice sixty (60) days prior to the conclusion of the Initial Term of its intention not to renew. Either party may terminate this Agreement immediately upon notice of a good faith determination made that the Agreement violates any State or Federal law or regulation which cannot be cured.

2. Parts of Contract: The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the "Contract

Documents" are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. Request for Proposal advertised by BPS on December 21, 2020 for the required services
- B. RWJ's Proposal submitted January 13, 2021
- C. Resolution of BSP dated February 1, 2021
- D. This Agreement

The aforesaid documents comprise the Contract Documents. In the event of any provision of any one document conflicting with the provisions of another document, the provisions in the document first listed as follows shall govern, except as otherwise specifically stated:

- A. This Agreement
- B. Request for Proposal advertised by BPS on December 21, 2020 for the required services
- C. Resolution of BSP dated February 1, 2021
- D. RWJ's Proposal dated January 13, 2021

3. Work: RWJ declares and agrees that it will provide all necessary Services in accordance with this Agreement. RWJ declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement, and by the execution hereof, acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done. BSP declares and agrees that for so long as RWJ provides the work as set forth herein, it shall be the exclusive provider of such work. BSP declares and agrees that as long as RWJ provides the work as described herein, RWJ shall be the exclusive provider of such work during the effective term of this Agreement.

4. Provision of Services: The parties acknowledge that in accordance with the Request for Proposal, RWJ will provide basic life support services without regard to a person's ability to pay for such services. RWJ will provide basic life support services seven (7) days per week, commencing each day at 0700 hours (7:00 a.m.) and continuing until 1900 hours (7:00 p.m.). Any Services initiated during this time period will be completed notwithstanding that the time required for completion may extend beyond 1900 hours (7:00 p.m.). BSP may extend the time for services to require that they be provided twenty four (24) hours per day, seven (7) days per week and RWJ must be prepared and capable of providing such services after receipt of thirty (30) days' notice from BSP may extend the time for series to require that they be provided twenty four (24) hours per day, seven (7) days per week and RWJ must be prepared and capable of providing such services after receipt of thirty (30) days' notice from BSP.

5. HIPAA: The parties shall comply with all applicable law governing the Services to be provided in this Agreement, including, but not limited to, all employee licensing, training and education requirements, and HIPAA regulations.

6. Insurance: RWJ shall maintain professional and general liability insurance providing coverage for all Services rendered pursuant to this Agreement in accordance with its Proposal of January 13, 2021 and the Request for Proposal of BSP. RWJ shall maintain the following:

- (a) Workers Compensation insurance including Employers Liability Coverage in accordance with the statutes of the State of New Jersey.
- (b) Commercial general and professional liability insurance on an with limits of liability not less than \$2,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- (c) Motor Vehicle Liability Insurance, including no-fault coverage, with limits of liability not less than \$5,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

RWJ shall provide BSP with Certificates of Insurance and/or policies acceptable to BSP upon execution of this agreement. If any of the above coverage expires during the term of this Agreement, RWJ shall deliver renewal certificates and/or policies to BSP at least ten (10) days prior to the expiration date of such coverage.

7. Hold Harmless/Indemnification Agreement: RWJ shall indemnify, defend, and save harmless BSP, at RWJ's own cost and expense, from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including attorney fees, incurred by, brought or recovered against, BSP and/or its elected and appointed officials, employees, volunteers or other representatives, by reason of any act or omission of RWJ, its agents or employees, in the performance of their Agreement or arising out of or in any way connected with this Agreement. RWJ shall, and is hereby authorized to, obtain and pay for such insurance as will protect BSP from any contingent liability under this Agreement. It shall be RWJ's sole responsibility to inform BSP of such insurance and to provide BSP with such insurance policy.

These indemnification provisions shall survive termination of this Agreement and RWJ shall not be relieved of its obligation to indemnify, defend and hold BSP harmless in accordance with these terms.

8. Hospital/Healthcare Facilities: RWJ shall transport patients to such hospital or healthcare facilities as may be requested by or on behalf of a patient. Under conditions where RWJ personnel deem a patient's condition critical, said patient will be transported to the nearest appropriate medical facility.

9. Complaints: In the event of any complaints pertaining to Services rendered pursuant to this Agreement, such complaints shall be documented in writing, and shall set forth in reasonable detail the nature and factual basis for such complaint. All such written complaints shall be provided to the BSP Administrator and the RWJ EMS Director. All complaints initiated by a non-party to this Agreement shall be reviewed immediately by BSP and RWJ, with both parties to this Agreement to be notified of and allowed to participate, as such party reasonably determines that such participation is necessary to provide meaningful input, in any investigation pertaining to such complaint, with a written response prepared and distributed within seventy-two (72) hours of receipt of such complaint, with such responses to be provided to the initiating non-party and both parties to this Agreement. All complaints initiated by a party to this Agreement shall be subject to the requirements pertaining to a

complaint initiated by a non-party to this Agreement. A copy of all complaint documentation and response from either party to this Agreement must be provided to the RWJ Risk Management Department and the BSP Administrator.

10. Points of Contact and Notices: The point of contact for RWJ shall be the Emergency Services Director or his/her designee. The point of contact for BSP shall be the Borough Administrator or his/her designed.

All inquiries and notices with regard to the Agreement should be addressed in writing by certified mail, return receipt requested, or by overnight mail delivery to:

If to BSP:

Borough of South Plainfield
Attn: Borough Administrator
2480 Plainfield Avenue
South Plainfield, NJ 07080

With a copy to:

Paul R. Rizzo, Esq.
15 Mountain Boulevard
Warren, NJ 07059

If to RWJ:

James Smith, Vice President
Robert Wood Johnson Health Network
One Robert Wood Johnson Place, P.O. Box 2601
New Brunswick, New Jersey 08903-2601

With a copy to:

David A. Mebane, General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, New Jersey 07052

11. No Assignment: RWJ shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of BSP.

12. Litigation: Each party represents that to the best of its knowledge there is no litigation pending or threatened (or reasonably foreseeable) that would impair its ability to perform its respective duties and obligations under this Agreement.

13. Remedies Cumulative: The various rights, remedies, options and elections of the parties, expressed herein, are cumulative.

14. Independent Contractor: Neither party shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. RWJ is performing the work described herein as an independent contractor.

15. Entire Agreement, Modification or Waiver: This Agreement represents the entire Agreement of the parties with regard to the subject matter hereof and supersedes the Service Agreement between the parties dated February 1, 2018. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and executed by the party to be charged. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any provisions contained in this Agreement.

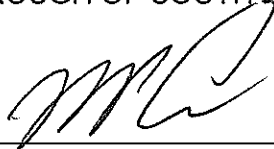
16. Governing Law: The laws of the State of New Jersey shall govern the execution and enforcement of this Agreement, without regard to conflicts of laws principles thereof.

17. Original Agreement: This Agreement may be executed in counterparties, each of which shall be the Agreement with the same effect as any other counterpart.

18. Headings: The headings of the several subdivisions and paragraphs of this Agreement are inserted solely for the convenience of reference and shall have no further meaning, force or effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day and year written beside their names.

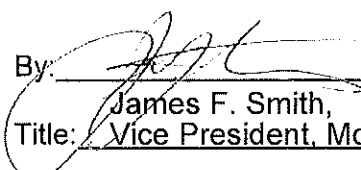
BOROUGH OF SOUTH PLAINFIELD

By:  _____

Title: MAYOR _____

Date: 3/24/2021

ROBERT WOOD JOHNSON
HEALTH NETWORK, INC.

By:  _____

Title: James F. Smith,
Vice President, Mobile Health

Date: 3/26/2021

Basic Life Support EMS Services

A Proposal to the Borough of South Plainfield

January 13, 2021

HMH JFK Emergency Medical Services

Mark Bober, Director

mark.bober@hmhn.org

(732) 375-4834



Executive Summary

Hackensack Meridian Health (HMH) JFK Emergency Medical Services proposes to provide Basic Life Support (BLS) Emergency Medical Services (EMS) to the Borough of South Plainfield for an initial term of two (2) years, with option to extend the contract for additional term of one (1) year at no charge to the Borough.

The primary HMH JFK EMS Basic Life Support unit will be dispatched over the currently used South Plainfield EMS radio frequency by South Plainfield Central Communications, and an open line of direct communication will be available at all times with JFK's Central Regional Communications Center (CRC). Any responses required beyond the primary ambulance will be relayed to JFK's CRC, and the closest available unit will be dispatched. Based on previous borough experience as well as current experience in neighboring municipalities, JFK EMS is confident in our ability to respond and arrive on scene in ten (10) minutes or less for greater than 90% of all BLS emergency responses.

HMH JFK EMS agrees to work closely with existing South Plainfield volunteer EMS services during hand off of responsibilities at 0700 and 1900 to ensure seamless transitions at the start and end of the daily response period, and in all instances of mass casualty response. This collaboration will closely mirror the response schemes and cooperative nature of the work currently being performed with numerous volunteer-based EMS partners, including Raritan Valley Regional EMS in Edison, Metuchen First Aid Squad in Metuchen, Sayreville EMS and Morgan First Aid in Sayreville, and Scotch Plains First Aid and Rescue Squad in Scotch Plains. HMH JFK EMS further pledges to engage stakeholders from South Plainfield Police, Fire, and EMS to create a comprehensive mutual aid plan to cover instances when call volume exceeds the number of ambulances capable of response within the Borough, regardless of time of day or day of week.

Since the end of our previous contractual response period in December of 2017, HMH JFK EMS has provided 755 mutual aid BLS responses into the Borough of South Plainfield, boasting a median response time of 8 minutes and 2 seconds. Additionally, mutual aid response volume has remained steady, with 282 of the above calls happening in calendar year 2018, 235 in 2019, and 238 in 2020. Only 35 requests for mutual aid went unfulfilled by HMH JFK BLS during the three years since our contractual relationship with the borough ended, resulting in a 4.6% denial rate over approximately 36 months.

Off-ambulance EMS Field Supervisors are available to respond from the field or from nearby stations at 308 Talmadge Rd, Edison or 205 Raritan Center Parkway, Edison. The JFK EMS CRC is staffed 24/7/365 with an additional Communications Supervisor, and an Administrator-On-Call is available for system support at all times.

As a New Jersey EMS Task Force entity, HMH JFK EMS maintains and staffs MAB 16, a Middlesex County medical ambulance bus capable of providing mass casualty and fire rehab response upon request through the JFK CRC.

Since our initial formal partnership in 2015, HMH JFK EMS has remained committed to the provision of efficient responses and outstanding clinical care as a partner to the borough and its public service resources.

We look forward to strengthening this lasting partnership, and welcome the opportunity to do so more formally over the next three years.

Scope

HMH JFK EMS will provide primary ambulance services as described within the Borough of South Plainfield and surrounding municipalities at no cost to the borough. JFK will supply personnel, equipment, vehicles and supplies to provide BLS emergency ambulance service to transport any person who becomes injured or ill within the corporate limits of the Borough of South Plainfield, and who requires emergency medical treatment or emergency transport to a hospital. JFK understands that it may be called upon, and proposes to provide, said services in neighboring municipalities with whom the Borough has a Mutual Aid Agreement.

HMH JFK EMS delivers best-practice clinical care on every patient encounter, employing High Performance and mechanical CPR, tourniquets and comprehensive bleeding control kits, Aspirin, Continuous Positive Airway Pressure, Narcan, Auto Injector Epi Pens, and BLS pulse oximetry when appropriate. These services, seamlessly integrated with the Advanced Life Support response from JFK EMS, have been proven to reduce time to treatment for strokes, heart attacks, sepsis, and other time-sensitive emergencies, as well as providing measurable benefits to morbidity, mortality, and hospital length of stay.

HMH JFK EMS will provide Basic Life Support services seven (7) days per week commencing at 0700 hours (7:00 a.m.) and continuing until 1900 hours (7:00 p.m.). Any services initiated during this time period will be completed, notwithstanding that the time required for completion may extend beyond 1900 hours (7:00 p.m.). JFK EMS is prepared to expand in-service times on an as-needed basis upon mutual agreement with South Plainfield. In the event of a mass casualty incident requiring a response by multiple agencies, JFK EMS acknowledges that South Plainfield Emergency Services shall be the lead agency. JFK EMS has an established track record of alignment with and support of existing volunteer agencies. The relationships with volunteer agencies in neighboring towns are designed to support these vital local resources while ensuring high-quality clinical care and operational efficiency. JFK EMS embraces the opportunity to support and work with the South Plainfield Rescue Squad.

HMH JFK EMS proposes to provide these services at no cost to the Borough, and JFK will be allowed to directly charge and bill any patient for any services rendered. JFK EMS shall be the primary responder to any emergency dispatched for ambulance services during contractual hours of responsibility and acknowledges that the Borough does not guarantee any minimum or maximum number of calls that will be received by JFK EMS.

HMH JFK EMS will respond immediately to dispatched calls received from South Plainfield Central Communications. JFK EMS shall maintain a record of activity/calls received, and will report data on such calls as outlined by the Borough's Request for Proposals to be provided to the Borough Administrator no later than the 15th day of each following month, with a copy to the Chief of EMS for the Borough.

In accordance with federal law, HMH JFK EMS shall transport patients to such hospital or healthcare facilities as may be requested by or on behalf of the patient. Under conditions where JFK's EMS personnel deem a patient's condition critical, the patient will be transported to the closest appropriate medical facility.

Payment for Services

HMH JFK Medical Center will make it a priority to ensure that no uninsured or underinsured patients are ever forced to think twice about calling 911 for an ambulance for fear that it could place them in financial jeopardy. HMH JFK EMS will provide Basic Life Support services without regard to a person's ability to pay for the services.

Like most non-volunteer EMS programs in the State, HMH JFK EMS will help defray its costs of providing ambulance services to the Borough by billing patients' third-party insurance carriers, such as Medicare, Medicaid and commercial insurance entities. HMH JFK EMS will be solely responsible for the collection of any and all bills, and will provide contact information including a contact phone number to the patient along with any generated bills in the event that questions or concerns arise from the billing process. HMH JFK EMS participates in the Medicare and Medicaid programs and does not balance bill patients when these payers pay. By law, however, HMH JFK EMS makes reasonable collection efforts to pursue the patient responsibility portion (if any) of Medicare, Medicaid or other commercial insurance bills. Where permitted by law, HMH JFK EMS may waive, discount, or otherwise write-off patient balances. For example, HMH JFK EMS participates in the State of New Jersey's Charity Care Program and works to help eligible patients pursue enrollment in the Charity Care program. HMH JFK EMS recognizes that there are some low-income or otherwise disadvantaged families residing within South Plainfield, some of whom do not qualify for Medical Assistance or Charity Care. HMH JFK EMS's billing department has a track record of working with financially-challenged families to establish a fair and reasonable payment plan consistent with our compassionate care policy.

HMH JFK EMS has access to an extensive patient accounting and billing infrastructure that enables the organization to maintain full control over the billing and collection policies and practices. Internal control enables us to ensure that citizens of South Plainfield requiring ambulance transport are not faced with overly aggressive collections efforts or exorbitant fees in excess of established levels of patient responsibility for co-payment and co-insurance.

Finally, because most South Plainfield residents are already served by HMH JFK EMS's Advanced Life Support units out of JFK Medical Center, most residents who require both ALS and BLS care will only receive one bill for an emergency transport. It is common for many New Jersey residents to receive two bills when these two separate services respond to an emergency, as an ALS hospital based MICU paramedic unit and a BLS transport service are both dispatched in cases of serious emergency. In the rare event that a patient is transported by an EMS agency other than HMH JFK EMS in collaboration with a HMH JFK EMS unit, a single bill will be generated according to existing bundled billing agreements with neighboring EMS agencies when applicable, and the responsibility for appropriate reimbursement of both EMS agencies will reside with HMH JFK EMS.

Performance Standards

HMH JFK EMS proposes to arrive on scene to ninety percent (90%) or greater of all assigned responses in ten (10) minutes or less (with exceptions for circumstances which are either not known, or not under the control of the organization which would cause a reasonable person to expect a delay under the circumstances, including, but not limited to weather conditions, construction, road closure, police or fire activity, or other unforeseen circumstances.) JFK proposes to document any such delay and provide same to the Borough with the previously-referenced reports. JFK shall verify by written report that all treatment provided complies with appropriate regulations.

HMH JFK EMS also closely watches other performance standards that include a ninety (90) second acceptable time from dispatch to wheels turning toward an incident (most agencies use 120 seconds) and BLS assessment expectations.

In addition, as HMH JFK EMS currently provides BLS services in Edison, Metuchen, and Scotch Plains (all of which are proximal to the borough), we are very confident that our existing posting plans and additional response resources will meet secondary and subsequent ambulance needs beyond those handled by the dedicated primary response unit.

Reporting

HMH JFK EMS will provide a comprehensive report to the Borough of South Plainfield on or before the fifteenth of each month that represents the following data from the previous month:

- Total number of basic life support service responses;
- The response time to each basic life support call, identifying the time of dispatch and time of arrival on scene;
- The nature of each response;
- The number of incidents a basic life support unit was not available;
- The total number of calls where the patient was not transported;
- The total number of patient emergency transports
- The hospital to which each patient was transported

Vehicles & Equipment

HMH JFK EMS shall provide Basic Life Support units that are State licensed and inspected and in excellent working condition. Such ambulances shall be in accordance with N.J.A.C. 8:40.

HMH JFK EMS is fully capable of providing outstanding BLS service to the Borough of South Plainfield. With a proven track record of meeting and exceeding response time expectations as shown in Edison Township, the fifth largest municipality in New Jersey with complex and crowded response routes, JFK EMS is more than capable of providing both highly reliable results and high-performance standards to the residents of South Plainfield.

The current JFK EMS fleet consists of over 150 vehicles, including over 30 Type I and Type III bariatric capable ambulances. New vehicle specifications are focused on the ability to safely and comfortably treat

each patient and be as environmentally friendly as possible. Our vehicles are rotated through a vigorous preventative maintenance program which includes our on-site full-service automotive shop staffed with 4 full-time diesel mechanics and a shop manager. Most JFK EMS BLS ambulances use a hydraulic stretcher with manual override that allows for a more comfortable and safer transition from the scene of an illness or injury to the back of the ambulance. The entire fleet is electronically tracked through an internet based GPS tracking system that also allows for the rapid transmission of data to the receiving hospital. All vehicles are equipped beyond the state minimum requirements and are purchased and warrantied through a reliable and established ambulance vendor. While JFK EMS also has many Type II van ambulances, we only utilize Type I or Type III box-style ambulances for our dedicated municipal EMS contracts. A full list of vehicles that include age and mileage can be found in the Business and Background section of this document.

HMH JFK EMS agrees to furnish a safe in all ambulances for the appropriate securing of firearms when South Plainfield police are present for the transport of a patient.

Communications

HMH JFK EMS proposes to provide direct two-way communication to South Plainfield Central Communications and South Plainfield EMS on the current South Plainfield EMS channel, which is currently handled via the Middlesex County 800 Mhz Trunked Radio System.

HMH JFK EMS acknowledges that units will not be permitted to use any other radio band for primary communication with South Plainfield public health resources. JFK EMS understands that calls will not be permitted into a secondary dispatch point and looks forward to continued partnership with the Borough, ensuring that EMS communications take place in the most efficient and professional manner.

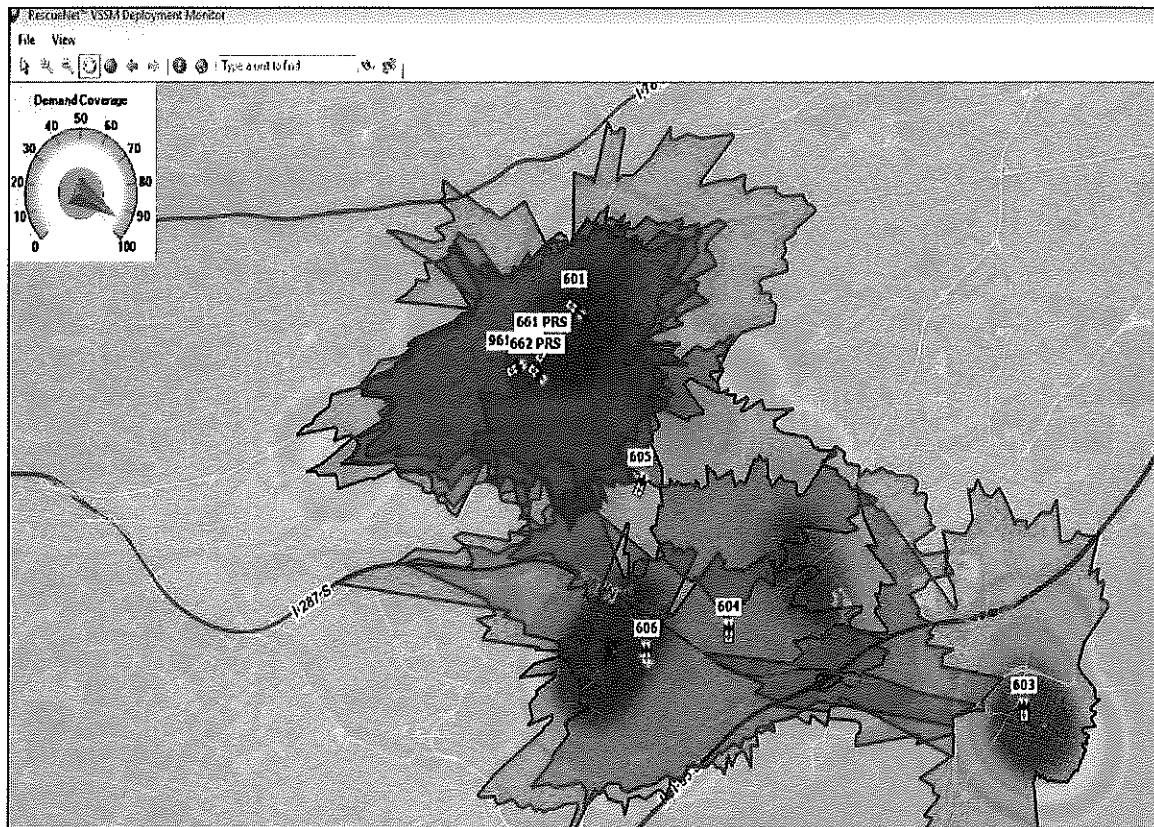
The current partnership between South Plainfield Central Communications and the JFK EMS CRC provides for call intake and emergency medical dispatch screening to be performed by South Plainfield Central Communications. South Plainfield Central Communications then contacts the JFK EMS CRC with all pertinent information and the JFK EMS CRC dispatches the closest appropriate ambulance.

JFK EMS proposes that this workflow be continued for all Basic Life Support requests beyond the first assigned unit. HMH JFK EMS CRC additionally offers the ability to transfer medical calls via a one button transfer to our communications center for medical call screening. The JFK EMS CRC call screening standard exceeds the New Jersey requirements for medical call interrogation. All medical call takers are trained as Advanced Emergency Medical Dispatchers (AEMD), Basic Telecommunicators (BTC), and have current certifications as a NJ EMT, NJ Paramedic or NJ Mobile Intensive Care Nurse. Beyond radio and phone communications, JFK EMS will provide a means for the Borough's Communications Center to track the location and status of JFK EMS units. JFK EMS will provide all radio equipment, software or hardware needed to interface with the Borough of South Plainfield Central Communications in this manner.

HMH JFK EMS has achieved a proud history of exemplary response times through temporal and geographic predictive modeling. The technology employed by the CRC to achieve these response times improves with each response as data continues to accumulate on a specific geographic area. To ensure temporal and geographic accuracy of predictive tools, the CRC leadership team revisits the demand

modeling six times per year and updates deployment plans. By using this technology as decision support for daily operations, HMM JFK EMS can ensure adequate quantities of resources for patient care demands as well as intelligent placement of response assets to minimize response times and disruption to traffic and community safety. The heat map shown below is an example of the technology at work in the current HMM JFK EMS primary response area.

Heat Map and Predictive Modeling



The above graphic is an actual screenshot of our high performance system in action. The dial in the upper left corner depicts the percentage of our primary area that can be covered by factoring in contractual response time, traffic patterns, and other variables that affect our ability to respond. The green-yellow-red-purple "hot spots" represent areas identified as the most likely locations for our next incoming EMS assignment. The blue "icicle" overlay shows the area that can be covered by each ambulance on the map, and each ambulance is depicted as a small vehicle with a number. By using this system for decision support, we reposition and optimize our assets throughout the day to facilitate short response times, less community disruption, and a safer EMS system for patients and providers alike.

Business and Background

JFK Medical Center, the flagship hospital of the central region of the Hackensack Meridian Health Network, has grown to become a world class tertiary care center while maintaining our commitment to community hospital customer service and values.

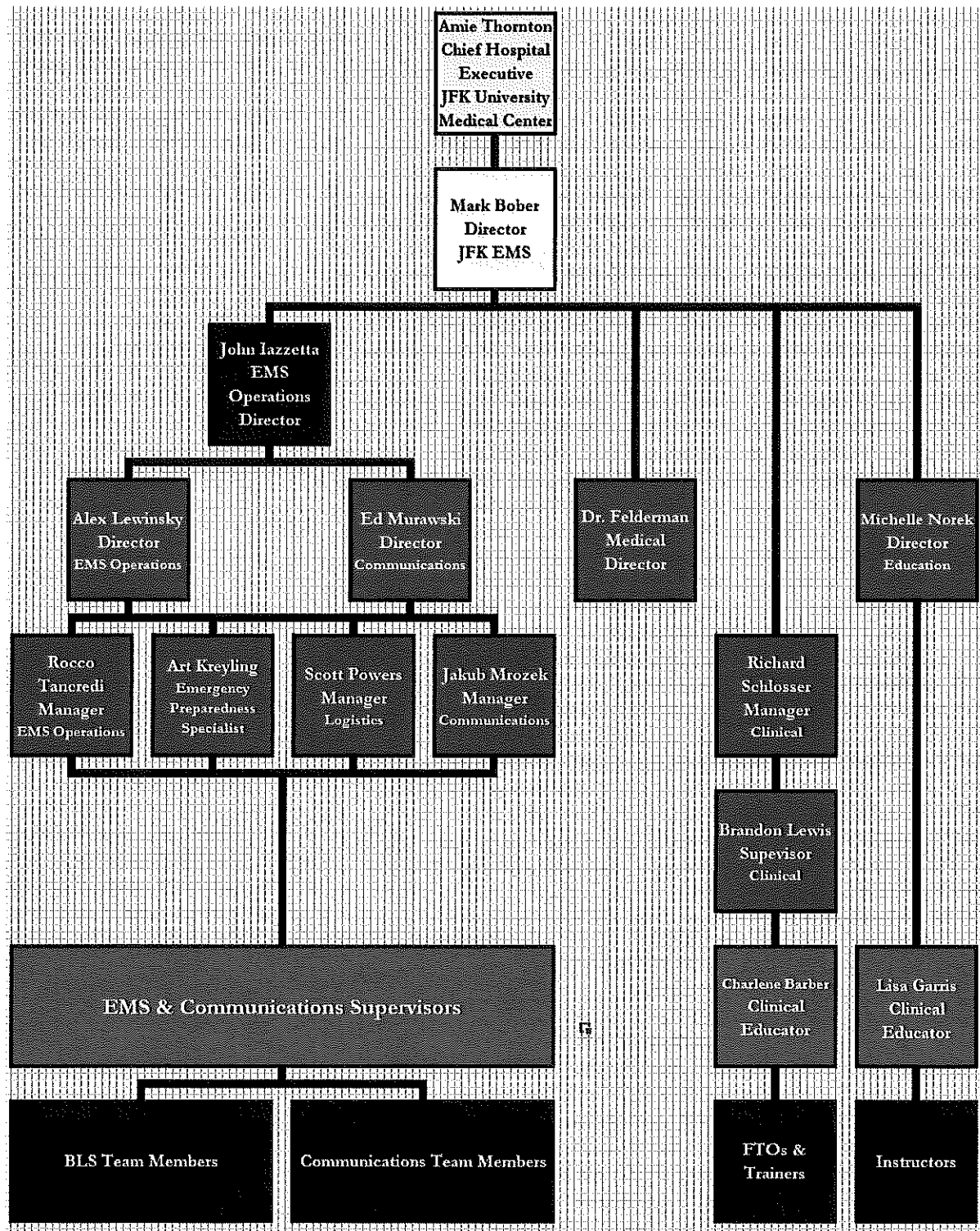
As a member of Hackensack Meridian Health, our MISSION is to transform health care and be recognized as the leader of positive change. Innovation is in our DNA, compelling us to create a world where: the highest quality care is human-centered, accessible and affordable; we deliver outcomes that matter most; and excellence is the standard. Our 5 C's represent our 5 core values... Creative, Courageous, Compassionate, Collaborative, and Connected.

For our efforts involving advanced clinical integration and the unique use of decision support technology to create a truly patient-centric system of care, HMH JFK EMS has been recognized as the Outstanding EMS Agency of the Year by the New Jersey Department of Health twice in the past seven years. By working closely with our health network and physician leadership to bring the Emergency Department to the patient 24/7/365, the right care is available to the right patient at the right time and in the right place. Whether the moment calls for critical interventions for out of hospital cardiac arrest, an operational standby to support the efforts of our partners in public safety, or a non-emergent wellness visit to a known location, HMH JFK EMS possesses the necessary tools and talent to meet the challenge of modern health care in an austere and ever-evolving environment.

Included in this section:

- The HMH JFK EMS organizational chart
- HMH JFK EMS Leadership Biographies and Experience
- Municipal References
- Billing Information and Compassionate Care
- Concern and Complaint Resolution
- Licensing
- Fleet Inventory and Posting Locations

HMH JFK EMS Organizational Chart



JFK EMS Leadership Biographies

Mark Bober, Administrative Director of JFK EMS

Mark received his Bachelor of Science at Penn State University in 2003 and his Master of Health Administration from Ohio University in 2016. He is a Nationally Registered and New Jersey MICU Paramedic and Preceptor and served as a Flight Paramedic for MONOC Emergency Medical Services until December 2018. As a provider and administrator focused on clinical quality and process improvement, Mark is a member of the NEMSMA Quality Committee, JFK's Root Cause Analysis Committee and the President of the NJ Association of Paramedic Programs. Mark has earned multiple advanced certifications and honors, including FP-C, CCEMTP, Six Sigma Process Improvement Green Belt, Fellow of the American College of Paramedic Executives, 2 IHI Process Improvement Certificates, and multiple commendations for Outstanding Patient Care / Professionalism.

Resume attached in Appendices

John Iazzetta, Administrative Director of EMS Operations

John has over 25 years of EMS experience working as an EMT, Emergency Dispatcher, Paramedic, and in several leadership roles for large not-for-profit, private, and hospital-based EMS providers. John graduated Summa Cum Laude from American Public University with a Bachelor of Business Administration and is a Fellow of the American College of Paramedic Executives. John is a Board Member of the Medical Transportation Association of New Jersey and sits on various New Jersey Department of Health Office of Emergency Medical Services EMS Council committees and subcommittees.

Resume attached in Appendices

Dr Howard Felderman, MD

Dr Felderman graduated from Drexel University College of Medicine in June 2006. He started his residency in Emergency Medicine at Morristown Medical Center in July of 2006 and graduated in June of 2009. After residency, he began his EMS fellowship at Morristown Medical Center in July 2009 and graduated in June of 2010. While undergoing fellowship training, Dr Felderman became the EMS Medical Director at Chilton Hospital, where he served from April 2010 until January 2013. While working at Chilton Hospital, he became the EMS Medical Director at Hunterdon Medical Center in December of 2012 and served as the EMS Medical Director at Hunterdon Medical Center until May of 2014. Additionally, Dr Felderman helped start Meadowlands Hospital Medical Center Ambulance Company in August 2012, serving as the EMS Medical Director since its inception, and served as associate EMS director for Valley Hospital EMS from March 2014 until September 2020. He began his tenure as the EMS medical director for JFK EMS in September of 2020. Dr Felderman was the vice chair for the MICU advisory committee to the commissioner of health in NJ as well as a member of the NJ state EMS council from 2014-2018. He continues to serve as a key advisory member to both groups.

Alexander Lewinsky, Operations Director

Alex brings over ten years of Hospital based EMS supervision and management experience. He holds a Bachelor of Science degree with a focus on healthcare administration and EMS Management from Columbia Southern University and is working towards his MBA in healthcare management. Alex is credentialed as a Managing Paramedic Officer (MPO) by the American College of Paramedic Executives and is also currently the Deputy Chief of the EMS Bureau in the Middlesex County Office of Emergency Management.

Rocco Tancredi, Operations Manager

Rocco holds a degree in EMS Management and has held administrative and leadership positions in the operations, communications and clinical arenas during his tenure. With urban, suburban and municipal based EMS experience, Rocco has a diverse background and has taken leading roles in major healthcare entity integrations.

Edward Murawski, Communications Director

Ed has over 25 years of EMS experience working as an EMT, Emergency Dispatcher, Nationally Registered and NJ Paramedic, and in several leadership roles for not-for-profit, municipal, and hospital-based EMS providers. He was the first EMT hired for HMH JFK EMS and was promoted into the leadership ranks in 2013. Edward is credentialed as a Managing Paramedic Officer (MPO) by the American College of Paramedic Executives and holds Advance Emergency Medical Dispatch certifications. He holds a degree in EMS management from Columbia Southern University. Ed is a member of the New Jersey Department of Health Office of Emergency Medical Services EMS subcommittees.

Jakub Mrozek, Communications Manager

Jakub has been a Paramedic since 2004. He has worked at JFK Medical Center since 2005 originally working at the Muhlenberg Medical Center location at Mercy 6. Jakub has been in a leadership role at JFK Medical Center since 2013. Jakub is credentialed as a Managing Paramedic Officer (MPO) by the American College of Paramedic Executives and holds Advance Emergency Medical Dispatch quality assurance certifications. He currently holds an associate degree from Thomas Edison State University and is pursuing a bachelor's degree with an anticipated completion of Dec 2021. Jakub is a member of New Jersey Department of Health Office of Emergency Medical Services EMS Communications subcommittee.

Richard Schlosser, Clinical Manager

Richard obtained his Certificate in Paramedicine from Camden County College in 2007. He is a Nationally Registered and New Jersey MICU Paramedic, Preceptor, and Field Training Officer. Rich also developed and managed the Field Training and Evaluation Program for JFK EMS. Rich became the EMS Neuro Educator in March of 2015, then was promoted to the Clinical Manager position in December of 2018. Rich has received several advanced certifications which include Advanced Medical Life Support, Neonatal Resuscitation Program and Advanced Stroke Life Support. Richard also serves as an ACLS and PALS Instructor for JFK and is also an Advanced Medical Life Support instructor.

Brandon Lewis, Clinical Coordinator

Brandon started with HMH JFK EMS as a full-time paramedic in September 2009. In 2016 he was promoted to a supervisor. During his tenure as supervisor Brandon was assigned to the clinical division of the department. Brandon helped lead HMH JFK EMS to achieve the American Heart Association's Mission Lifeline highest award six years in a row. He also pioneered and implemented an opioid awareness program in several different high schools within our response area. Brandon maintains affiliations with three different Paramedic Programs in the state of NJ and leads the paramedic students as they navigate the certification process. He currently holds certifications as a CPR, ACLS, and PALS instructor and actively teaches within the department.

Experience and Capabilities

Swift access to appropriate pre-hospital resources, consistently outstanding clinical care, and most recently, a vital link between the community and the health care facilities that provide services within that community. These are the expectations of today's patients that call 911 during times of need and of the forward-thinking municipalities that focus on making sure those expectations are met whenever such need arises. And these ever-important benchmarks of quality are the central focus of HMH JFK EMS. 2020 was a year of unrivaled challenges for Hackensack Meridian Health and for the Medical Centers that make up its expansive and comprehensive network of care. As members of this progressive landscape, JFK Medical Center prides itself on our unique and forward-thinking Emergency Medical Service resources. With the integration of the Basic and Advanced Life Support divisions from Union to Ocean counties as a single cohesive department under the existing JFK EMS license, HMH JFK EMS has grown in size, scope, and geography, while remaining focused on the quality and compassion for which our department has always been known. Together, we honor the legacy and traditions our combined EMS units have brought together within our new system of pre-hospital care, and we look forward to creating our new shared culture as we shape the future of EMS in New Jersey.

Hackensack Meridian Health (HMH) JFK EMS uses a data-driven, technology-rich approach to providing efficient and effective Emergency Medical Services while keeping the primary focus on outstanding and timely patient-centric care. HMH JFK EMS has been the Basic Life Support (BLS) provider of choice for Edison Township - the 5th largest municipality in New Jersey - since August 1, 2013. Throughout that service period JFK EMS has met the performance metrics of the current contract 89% (above the contracted 85% threshold) of the required time. In addition, HMH JFK EMS has been the primary BLS provider for the Borough of Metuchen since February 1, 2012 and has met the performance metrics of the current contract 91% of the time.

Most recently, Perth Amboy and Sayreville were added to the BLS response primary, with daytime hours in Perth Amboy being covered since May 23rd, and 24/7 coverage beginning on July 1, 2019. Daytime coverage in Sayreville began December 1, 2019, and our initial 6 month term was renewed in May for an additional year.

With the integration of Alert Ambulance Service into the JFK EMS family on January 1, 2020, additional BLS contracts in Red Bank, Matawan, Aberdeen and Highlands were also acquired, and we continue to refine our response algorithms and improve performance in these municipalities in Monmouth County as well.

We take great pride in this track record of support to the communities in which we live and work, and we are committed to the health and well-being of South Plainfield's residents with the same level of passion and commitment. By replicating the successes achieved throughout our expanded geography based on history and experience, every confidence exists that the HMH JFK EMS system of response can once again exceed the expectations of the borough.

Municipal References

The following community leaders from the above municipalities can be contacted as references to the positive working relationships we have fostered and the quality of operational response and clinical care we have provided as contracted EMS service providers:

Maureen P. Ruane
Business Administrator, Twp. of Edison
100 Municipal Boulevard, Edison, NJ 08817
732-248-7298 Phone
mruane@edisonnj.org

David Irizarry
Chief of Police, Metuchen Borough
500 Main Street, Metuchen, NJ 08840
732-632-8500
dirizarry@metuchenpd.org

Dan Frankel
Borough Administrator, Sayreville Borough
167 Main Street, Sayreville, NJ 08872
732-390-7071
dfrankel@sayreville.com

Ed Mullen
Chief of Fire Services, Perth Amboy
365 New Brunswick Ave, Perth Amboy, NJ 08861
732-324-3501
emullen@perthamboynjfd.org

Billing Information and Compassionate Care

Payment for Basic Life Support ambulance services by Medicare, Medicaid, and the majority of commercial insurance providers is made based on a pre-negotiated fee schedule, not on charges or "sticker price." Only 10% of ambulance payments to JFK EMS are based on actual charges. For the past two years, the average insurance payment (inclusive of all payers to JFK EMS) has been \$614, including mileage.

Depending on a patient's particular insurance plan, patients may bear some financial responsibility for a portion of the ambulance expense in the form of co-payments and deductibles. Over the past two years, the average out of pocket patient responsibility for a JFK EMS BLS bill has been \$281 (note that this includes patients with no insurance who were responsible for their entire bill). The average total payment to JFK EMS, including insurance payment and patient responsibility, has been \$730, despite the charge being listed as \$2,677.00 and \$29/mile (CPT Code A0429) When qualified for Compassionate Care, the ambulance rate applied is \$442, which is the minimum allowed by law to minimize the potential burden on self-insured patients. Uninsured patients who qualify for the New Jersey Charity Care program bear no personal financial responsibility for BLS services rendered. The JFK Foundation has also established a financial assistance program which the billing team applies generously to those who qualify.

HMH JFK EMS agrees to keep the existing fee schedule at rates no higher than those currently posted. The only circumstance in which HMH JFK EMS would propose a change to this fee schedule would be in the event that a HMH survey leads to a **reduction** in currently established rates for the purposes of standardization across network EMS agencies. In the event that such a change is proposed, HMH JFK EMS agrees to provide written notification to the Borough of South Plainfield no less than 30 days prior to implementation of the rate adjustment.

Of note, after consulting with JFK Medical Center's finance team, every effort has been made to assist those with financial challenges who have received services from HMH JFK EMS over the past 5 years. Although historical concerns regarding charges have resulted in consternation over financial impact to the citizens of the borough in previous discussions, ALL documented inquiries and concerns have resulted in access to the compassionate care program, and NO documented inquiries or concerns have led to aggressive collection efforts or financial liens. With approximately 6,000 BLS responses into South Plainfield since 2015, HMH JFK EMS stands by its track record of appropriately and compassionately resolving all billing-related customer service concerns as they are identified.

Concern and Complaint Resolution

HMH JFK EMS will provide a written report of each service-related complaint that is received. This report shall state name, address, and telephone number of the complaint when available, nature of complaint, and exact status of ambulance and personnel involved. HMH JFK EMS will reply to all complaints of service received within 72 hours of receipt of complaint. In the event the complaint involves the Borough of South Plainfield, notification will be made to the identified point of contact within one week of receipt of said complaint.

HMH JFK EMS shall maintain all records and reports required and make these reports available during the term of the agreement and for a period of six (6) years following the termination of the agreement.

HMH JFK EMS welcomes the Borough of South Plainfield 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. HMH JFK EMS agrees to present any aspect of the operation for inspection with two (2) days written notice to ensure inspections do not detract from optimal system operating conditions. HMH JFK EMS welcomes any constructive feedback provided to continue the collaborative stewardship of a high-quality EMS system for the residents of South Plainfield.

HMH JFK EMS is happy to report that with the integration of Alert Ambulance Service into the department, an EMS-specific customer service division is now part of our diverse team. This addition allows for us to address the concerns of our clients and patients in the most comprehensive and timely manner possible, and offers regular customer service training to our team of front line providers.

Licensing

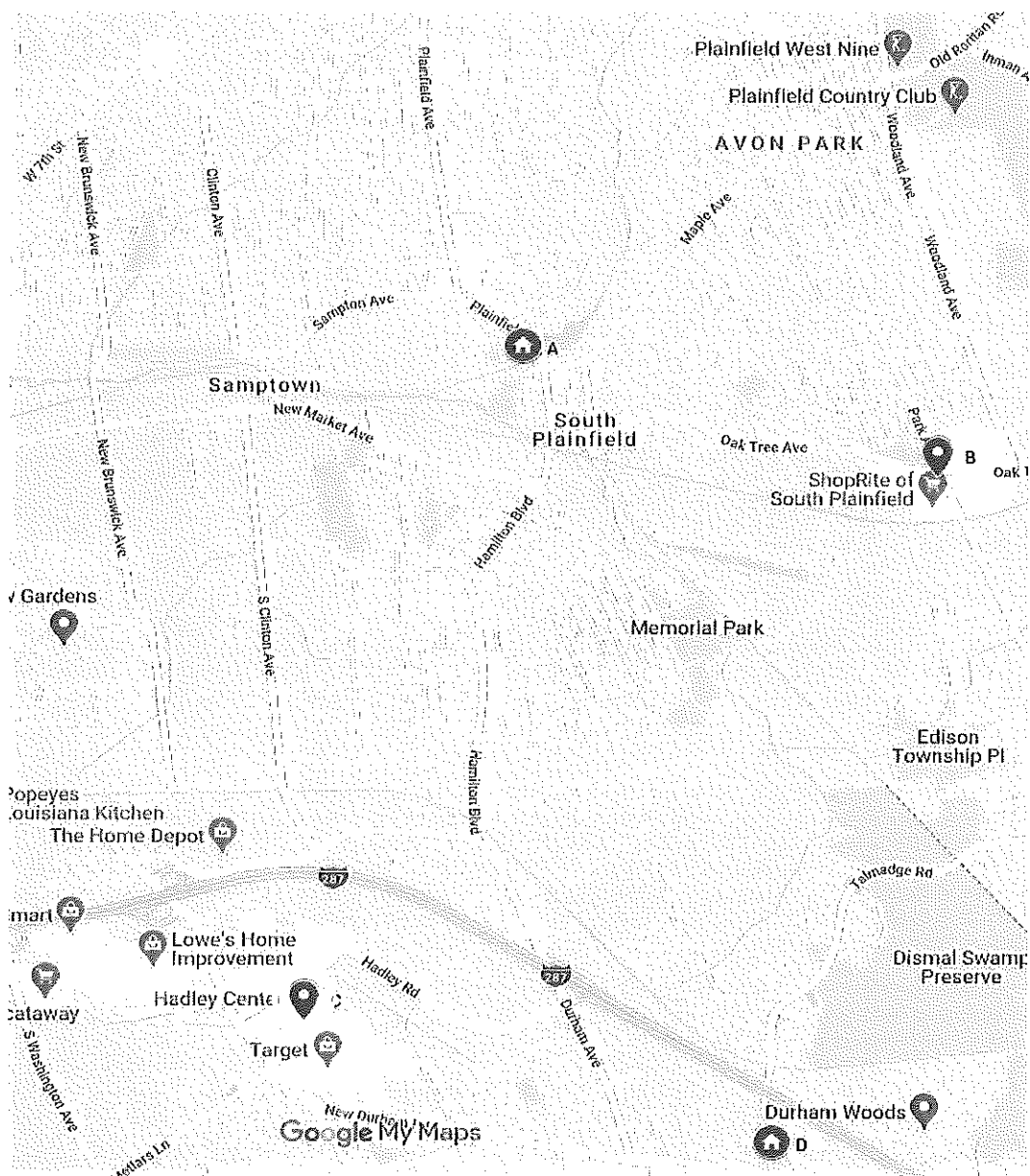
HMH JFK EMS guarantees that for the entirety of the term of the contract, HMH JFK EMS shall maintain licensure as an ambulance service as currently defined by N.J.A.C. 8:40-1.3 by the New Jersey Department of Health and Senior Services and at all times abide by the rules, regulations and standards of N.J.A.C 8:40 *et seq.* as well as all State and Federal regulations.

Fleet Inventory and Posting Locations

Vehicle	Mileage	Year	Make	Model
101A Type I Response Vehicle	220100	2001	Ford	F350 SD
113A Type I Response Vehicle	145570	2013	Ford	F350 SD
2906 Type III Response Vehicle	146692	2012	Chevrolet	4500
303A Type III Response Vehicle	136283	2003	Ford	E450
306B Type III Response Vehicle	84006	2006	Ford	E450
307A Type III Response Vehicle	271780	2007	Dodge	Sprinter 3500
308A Type III Response Vehicle	245539	2008	Dodge	Sprinter 3500
315A Type III Response Vehicle	119245	2015	Ford	E3250
315B Type III Response Vehicle	277580	2015	Ford	E350
316A Type III Response Vehicle	198064	2016	Ford	E350
316B Type III Response Vehicle	177426	2016	Ford	E350
316D Type III Response Vehicle	228243	2016	Ford	E450
316E Type III Response Vehicle	240172	2016	Ford	E450
317B Type III Response Vehicle	107344	2017	Ford	E350
317C Type III Response Vehicle	111243	2017	Ford	E350
318A Type III Response Vehicle	87303	2018	Ford	E350
318B Type III Response Vehicle	105891	2018	Ford	E350
318C Type III Response Vehicle	196716	2018	Ford	E350
319A Type III Response Vehicle	34058	2019	Ford	E350
319B Type III Response Vehicle	51249	2019	Ford	E350
319C Type III Response Vehicle	8060	2019	Ford	E350
319E Type III Response Vehicle	6262	2019	Ford	E-350
3913 Type I Response Vehicle	189187	2013	Ford	F350 SD
4880 Type III Response Vehicle	252746	2014	Ford	E350
4894 Type III Response Vehicle	206691	2014	Ford	E350
5887 Type III Response Vehicle	219411	2015	Ford	E350
5888 Type III Response Vehicle	208308	2015	Ford	E350
5889 Type III Response Vehicle	171521	2015	Ford	E350

5896 Type III Response Vehicle	167297	2015	Ford	E350
600A Emergent Support Vehicle	230486	2000	Ford	Excursion
616A Emergent Support Vehicle	174525	2016	Ford	Explorer
616B Emergent Support Vehicle	170541	2016	Ford	Explorer
6839 Type III Response Vehicle	201064	2006	Freightliner	Sprinter 3500
6891 Type III Response Vehicle	204461	2006	Ford	E350
6895 Type III Response Vehicle	166973	2016	Ford	E350
7902 Type III Response Vehicle	96519	2017	Ford E-350 GAS	Ambulance
7903 Type III Response Vehicle	132582	2017	Ford	E350
7904 Type III Response Vehicle	137015	2017	Ford	E450
7911 Type III Response Vehicle	151459	2017	Ford	E450
7914 Type III Response Vehicle	83144	2017	Ford	E450
8915 Type III Response Vehicle	40432	2018	Ford	E350
8916 Type III Response Vehicle	40444	2018	Ford	E350
8917 Type III Response Vehicle	110294	2018	Ford	E350
8918 Type III Response Vehicle	43362	2018	Ford E-350 GAS	AMBULANCE
E- 6 Type III Response Vehicle	150927	2011	Ford E-350 GAS	Ambulance
E- 7 Type III Response Vehicle	156154	2011	Ford E-350 GAS	Ambulance
E- 8 Type III Response Vehicle	148905	2002	Ford E-450	Ambulance
E-10 Type III Response Vehicle	145572	2002	Ford E-450	Ambulance
E-11 Type III Response Vehicle	148439	2001	Ford E450	Ambulance
E-14 Type III Response Vehicle	155686	2010	Ford E-350	Ambulance
E-17 Type III Response Vehicle	127701	2014	Chevy G3500	Ambulance
E-19 Type III Response Vehicle	290726	2010	Ford E-450 GAS	Ambulance
E-20 Type III Response Vehicle	204497	2013	Ford E-450 GAS	Ambulance
E-21 Type III Response Vehicle	215629	2014	Ford E-350 Gas	Ambulance
E-22 Type III Response Vehicle	213738	2014	Ford E-350 Gas	Ambulance
E-23 Type III Response Vehicle	174756	2014	Ford E-450 GAS	Ambulance
E-24 Type I Response Vehicle	72831	2016	Ford F-450 Diesel	Type I Ambulance
E-25 Type I Response Vehicle	85666	2016	Ford F-350 Diesel	Type I Ambulance
E-26 Type I Response Vehicle	89053	2016	Ford F-350 Diesel	Type I Ambulance
E-27 Type I Response Vehicle	56544	2017	Ford F-450 Diesel	Type I Ambulance

E-28 Type I Response Vehicle	61279	2017	Ford F-450 Diesel	Type I Ambulance
E-29 Type I Response Vehicle	60072	2017	Ford F-450 Diesel	Type I Ambulance
E-30 Type III Response Vehicle	56668	2017	Ford F-450 Diesel	Type I Ambulance
E-31 Type III Response Vehicle	223316	2011	Ford E350	Ambulance
E-32 Type III Response Vehicle	125795	2013	Ford E350	Ambulance
E-33 Type III Response Vehicle	161672	2014	Ford E350	Ambulance
E-34 Type III Response Vehicle	103548	2017	Ford E450	Ambulance
E-35 Type I Response Vehicle	53047	2019	Ford	E450 SD
E-36 Type I Response Vehicle	15029	2019	Ford	E450 SD
E-37 Type I Response Vehicle	19892	2019	Ford	F450 SD
E-38 Type I Response Vehicle	31157	2019	Ford	F450 SD
E-39 Type I Response Vehicle	29431	2019	Ford	F450 SD
E-40 Type I Response Vehicle	24757	2019	Ford	E450 SD
E-41 Type I Response Vehicle	32001	2019	Ford	F450 SD
E-42 Type I Response Vehicle	30821	2019	Ford	F450 SD
E-43 Type I Response Vehicle	28048	2019	Ford	F450 SD
E-44 Type I Response Vehicle	38643	2019	Ford	F450 SD
E-45 Type I Response Vehicle	29827	2019	Ford	F450 SD
E-46 Type I Response Vehicle	58510	2019	Ford	F450 SD
E-47 Type I Response Vehicle	28460	2019	Ford	F450 SD
E-48 Type I Response Vehicle	16571	2019	Ford	F450 SD
E-49 Type I Response Vehicle	14859	2019	Ford	F450 SD
FSU2 Emergent Support Vehicle	212556	2002	Chevrolet	Trailblazer
FSU6 Emergent Support Vehicle	129179	2014	Chevrolet	Tahoe
M-1 Emergent Support Vehicle	27509	2019	Chevrolet	Tahoe
M-15 Emergent Support Vehicle	259758	2009	Chevy	Suburban
M-16 Emergent Support Vehicle	275240	2009	Chevy	Suburban
M-17 Emergent Support Vehicle	168236	2011	Chevrolet	Suburban
M-18 Emergent Support Vehicle	205409	2013	GMC	Yukon XL
M-19 Emergent Support Vehicle	178391	2013	GMC	Yukon XL
M-20 Emergent Support Vehicle	172367	2015	Chevy	Suburban
P-24 Emergent Support Vehicle	253721	2004	GMC	Yukon XL



Future Posting Plan with the addition of South Plainfield to the BLS response area

- A. **Post 9 South Plainfield Rescue Squad** - 2520 Plainfield Ave, South Plainfield (Hard Post)
- B. **Golf 1 Post** - Park Ave & Oak Tree Ave, South Plainfield (Soft Post)
- C. **Kilo 1 Post** – Hadley Center 4911 Stelton Rd, South Plainfield (Soft Post)
- D. **Post 1 - HMH-JFK EMS HQ** - 308 Talmadge Rd Edison (Hard Post)

Assumptions and Exceptions

No assumptions have been made beyond the scope of services outlined in the South Plainfield Request for Proposals – Emergency Medical Services document (A1282583.1). HMH JFK EMS requests no exceptions to the scope of work or outline of services provided therein.

Timing

HMH JFK EMS agrees to assume responsibility for Basic Life Support Emergency Medical Services Monday through Friday from 0700-1900 for the Borough of South Plainfield on March 1, 2021, unless a mutually agreed-upon start date is otherwise specified in a subsequent agreement hereafter.