

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019, by and between the **BOROUGH OF SOUTH RIVER**, a municipal corporation of the State of New Jersey, having its principal offices located at 48 Washington Street, South River, New Jersey, 08882 hereinafter referred to as "Borough," and **ROBERT WOOD JOHNSON HEALTH NETWORK, INC.**, having its principal offices located at 379 Campus Drive, Somerset, NJ 08873, hereinafter referred to as "Contractor."

WHEREAS, the Borough of South River directed calls for emergency services from its residents to various first aid squads throughout the Borough, including South River Emergency Medical Services, Inc.; and

WHEREAS, the South River Emergency Medical Services, Inc. failed to adequately and completely provide emergency services throughout the Borough; and

WHEREAS, the aforementioned failure created an emergency placing the public health, safety and welfare of the residents of the Borough in jeopardy; and

WHEREAS, the emergency created by the South River Rescue Squad and South River Medical Services, Inc. which placed the health, safety and welfare of the residents of the Borough in jeopardy still exists; and

WHEREAS, pursuant to N.J.S.A. 40A:11-6, the Borough can award an emergency contract without formal bidding when an emergency exists affecting the health, safety, or welfare of the public; and

WHEREAS, Robert Wood Johnson University Hospital is providing the Borough of South River with Emergency Medical Services for its residents and needs an area to park and charge its ambulance within the boundaries of the Borough; and

WHEREAS, the parties desire to enter into an emergency 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 one Basic Life Support Emergency Medical Service Response and Transportation System for Borough of South River. The Contractor shall provide one BLS unit to be stationed in the Borough to respond to calls 24 hours a day 7 days a week for a term of 90 days. The term of the contract may be extended by mutual agreement of the parties. All terms and conditions as set forth herein shall remain the same throughout any extension.

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

3. A location will be provided for the Contractor's Emergency Ambulance service activities in the Office of Emergency Management located at 1 Ivan Way, South River, NJ.

4. The Borough shall dispatch the Contractor as deemed necessary and appropriate.

5. The Contractor shall submit written proof of Licensure within the State of New Jersey.

6. The Contractor shall be responsible for maintaining, during the life of the contract, insurance that complies with the following minimum requirements:

Workers' Compensation and Employer's liability: Workers' Compensation limits in accordance with laws and regulations of the State of New Jersey. The insurer shall agree to waive all rights of subrogation against the Borough, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Borough.

A. Comprehensive General Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury, personal injury and property damage.

B. Automobile Liability: \$1,000,000 limit per single occurrence with \$2,000,000 aggregate limit annually for bodily injury and property damage.

C. Professional Liability: professional liability insurance covering all medical professional staff \$2,000,000 limit per occurrence and \$4,000,000 in aggregate annually.

D. Catastrophic liability policy totaling \$25,000,000.00 in coverage.

The Contractor's insurance shall be primary coverage, NOT excess or contributing coverage, with regard to the subject contract. The successful bidder will be required to provide original certificates of insurance, naming the Borough as co-insured.

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

A. The Borough, its officer, officials and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Borough, its officers, officials and employees.

B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Borough, its officers, officials or employees.

C. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7. The Contractor shall comply with all provisions of federal, state and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, sexual preference, marital status, age, physical or mental disability, or national origin.

8. The Borough may request replacement of any of the Contractor's personnel believed to be unable to carry out the responsibilities of the contract in a professional and competent manner. The Contractor shall notify the Borough of all management and critical supervisory appointments that are associated with this contract.

9. The Contractor shall, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations in any way affecting the contract. The Contractor shall maintain regular communications with the Borough or its designees and shall actively cooperate in all matters pertaining to this contract.

10. The contract shall cover the period from March 27, 2019- June 26, 2019. This contract may be extended by the mutual agreement of the parties.

11. The Contractor will defend and hold the Borough harmless from all claims, demands, or judgments deriving from any acts or omissions of contractor, its officers, agents, employees, or sub- contractors (including but not limited to alleged professional malpractice), excepting only those instances where the Borough, its agents or employees are alleged or determined to be the sole cause of injury.

12. Changes in contractual provisions or services to be furnished under the contract may be requested only in writing and must be approved by the Borough and the Contractor. Should decision be made to amend the scope of the contract, the Borough and the Contractor will mutually agree to the changes in writing.

13. Disposal of contaminated waste in accordance with all applicable laws and regulations, and bagging and decontamination of contaminated linens shall be the responsibility of the Contractor.

14. Contractor will provide services that comply with all federal and state standards and regulations.

15. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract will not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated.

16. 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).

17. 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.

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

19. 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.

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

21. 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.

22. 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.

23. 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.

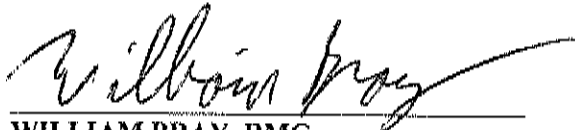
24. This agreement, together with the contract documents, form the contract and they are as fully a part of this Agreement as if hereto attached or herein repeated.

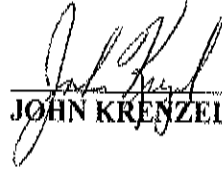
25. The Borough and the Contractor for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

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

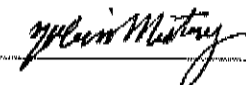
WITNESS & ATTEST:

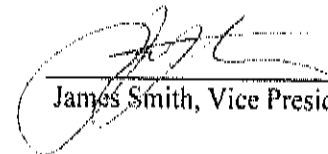
BOROUGH OF SOUTH RIVER


WILLIAM BRAY, RMC
Borough Clerk
(Seal)

By 
JOHN KRENZEL, Mayor

ROBERT WOOD JOHNSON HEALTH
NETWORK, INC.


(Seal) Secretary

By 
James Smith, Vice President

ZUBIN B. MISTRY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES DEC 10, 2023