

Mutual Aid Agreement

Between

The Borough of Westwood, Pascack Valley Hospital, LLC, and Hackensack University Medical Center

This **AGREEMENT** (hereinafter referred to as the "Agreement") is made October 1, 2023 (the "Effective Date"), by and between the **Borough of Westwood**, a New Jersey municipality with its principal place of business located at 101 Washington Avenue, New Jersey, 07675, (hereinafter referred to as the "Municipality") and **PASCACK VALLEY HOSPITAL, LLC d/b/a PASCACK VALLEY MEDICAL CENTER**, a New Jersey corporation maintaining its principal place of business at 250 Old Hook Road, Westwood, New Jersey, 07675 (hereinafter referred to as "PVMC"), and **HMH HOSPITALS CORPORATION d/b/a HACKENSACK UNIVERSITY MEDICAL CENTER**, a New Jersey corporation maintaining its principal place of business at 30 Prospect Avenue, City of Hackensack, New Jersey, 07601 (hereinafter referred to as "HUMC"). The MUNICIPALITY and PVMC HUMC will hereinafter occasionally be referred to collectively as the "Parties".

WHEREAS, the Municipality is an incorporated municipality organized under the laws of the State of New Jersey, and as such provides basic life support ("BLS") ambulance services to the residents and visitors to the Municipality; and

WHEREAS, PVMC is a hospital that is located in the Borough of Westwood and desires to provide assistance to the community through staffing a basic life support ambulance to provide mutual aid services as needed; and

WHEREAS, HUMC is a hospital that is fully licensed by the State of New Jersey to provide medical transportation, including basic life support ambulance services, and provides those services throughout the State of New Jersey; and

WHEREAS, the Parties desire to work together to collectively serve the needs of the community;

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, and for other good and valuable consideration, the receipts of sufficiency of which are hereby acknowledged, the Parties hereto, hereby agree as follows:

1) **Responsibilities of Municipality**

- a) When practical, the Municipality shall transfer all 9-1-1 callers who are requesting ambulance services to a dispatch service specified by PVMC for call screening. This dispatch center must be fully trained and equipped to provide Emergency Medical Dispatch call screening and pre-arrival instructions.
- b) If the Municipality cannot transfer the 9-1-1 caller to the specified dispatch service, then it will call a telephone number specified by PVMC as needed to request the mutual aid ambulance.

2) Responsibilities of PVMC

- a) PVMC will ensure that a basic life support ambulance is staffed twenty-four hours per day, seven days per week, absent exceptional circumstances, and shall normally be stationed at PVMC unless operational needs dictate relocating the unit.
- b) PVMC shall provide financial support to HUMC to cover the costs of the vehicle, staffing, supplies, and equipment as agreed upon by PVMC and HUMC pursuant to that certain Agreement for Ambulance Services by and between PVMC and HUMC, dated October 1, 2023 (the "Ambulance Services Agreement").
- c) On a quarterly basis, PVMC will provide the Municipality with the number of calls and average response time.

3) Responsibilities of HUMC

- a) HUMC will provide to PVMC one (1) fully-staffed basic life support ambulance that fully conforms to the requirements of N.J.A.C. 8:40-1.1, *et seq.* twenty-four hours per day, seven days per week, absent exceptional circumstances.
- b) HUMC will provide the specified dispatch services to PVMC, including a telephone number for requesting the ambulance.
- c) HUMC will provide all clinical care, including quality improvement and follow up, on all calls under this Agreement, in accordance with HUMC's existing plans.
- d) In the event that mutual aid is required by the Municipality and the ambulance is temporarily unavailable due to responding to another call, HUMC will arrange for another ambulance that complies with applicable licensure requirements to respond.
- e) HUMC will bill all patients for whom services are provided under this Agreement, and shall be entitled to all compensation from all reimbursement sources for ambulance services rendered. HUMC will comply with all applicable billing laws, regulations, and follow its internal billing procedures for all patients transported.

4) Term and Termination

- a) The initial term of this Agreement shall be one (1) year, commencing on the Effective Date, and this Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
- b) Either Party may terminate this Agreement without cause upon ninety (90) days written notice to the other Party.
- c) Either Party may terminate this Agreement immediately if the other Party breaches any material term of this Agreement and such breach is not cured for a period of fifteen (15) days following written notice from the non-breaching Party.
- d) Either Party may terminate this Agreement immediately if the other Party is adjudicated bankrupt or insolvent or placed in receivership or if proceedings are instituted by or against any other Party for bankruptcy, insolvency, receivership or assignment for the benefit of creditors.
- e) Either Party may terminate this Agreement immediately if, in the reasonable judgment of such Party, the other Party acts or fails to act in a way that seriously jeopardizes the health or safety of any patient or provider.

- f) If the Ambulance Services Agreement terminates for any reason, any Party may terminate this Agreement without penalty by giving written notice to the other Parties, and such termination will be effective as of the termination date of the Ambulance Services Agreement.
- 5) Nondiscrimination. The Parties agree to comply with all applicable federal, state and local laws prohibiting discrimination while providing the services hereunder and not to differentiate or discriminate in the delivery of services to individuals because of race, color, national origin, ancestry, religion, sex, disability, marital status, gender, sexual preference, age, veteran's status, handicap, disability, financial ability or medical condition; and agree to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.
- 6) Insurance. HUMC shall, during the term of this Agreement, provide and maintain insurance coverage as follows: (a) Workers' Compensation insurance as required under New Jersey law which shall include \$1,000,000 bodily injury by accident / \$1,000,000 each employee disease / \$1,000,000 policy limit disease; (b) commercial general liability insurance (including but not limited to bodily injury, property damages, completed operations, personal injury, advertising liability and products liability) with limits of \$4,000,000 each and every claim; (c) professional liability coverage with limits of \$4,000,000 each and every claim; (d) commercial automobile liability insurance with limits of no less than \$1,000,000 each occurrence combined single limit of liability for bodily injury, death and property damage, including owned and non-owned and hired automobile coverages; (e) umbrella/excess limits of \$5,000,000 Each Occurrence/Aggregate.

PVMC and Municipality shall, during the term of this agreement, provide and maintain insurance coverage as follows: (a) Workers' Compensation insurance as required under New Jersey law which shall include \$1,000,000 bodily injury by accident / \$1,000,000 each employee disease / \$1,000,000 policy limit disease; (b) commercial general liability insurance (including but not limited to bodily injury, property damages, completed operations, personal injury, advertising liability and products liability) with limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate; (c) professional liability coverage (required of only PVMC) with limits of \$1,000,000 each occurrence and \$3,000,000 general aggregate. PVMC may elect to satisfy any insurance requirements herein by maintaining a program of self-insurance.

Each Party shall maintain cyber or network liability insurance with limits of \$3,000,000 per occurrence and \$6,000,000 in the annual aggregate and such coverage shall include breach response and notification. It is expressly understood by and between the Parties hereto that all insurance required hereunder shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future, which covers such Party, its affiliates, facilities, its agents, and employees. PVMC shall provide evidence of such coverage in the form of a Certificate(s) of Insurance prior to the effective date of this Agreement, and annually thereafter within ten (10) days prior to renewal. If any of the liability insurance required by this section is maintained on a claims-made basis, Extended Reporting Period ("ERP") or TAIL coverage will be required at the completion or termination of this Agreement. Such ERP or TAIL coverage shall be for a minimum duration of twenty-four (24) months. Proof of

continuous claims made coverage will be acceptable in lieu of ERP/TAIL coverage provided such continuous claims made coverage has a retroactive date that is on or before the inception date of the Agreement.

- 7) Indemnification. Each Party hereby agrees to indemnify, defend and hold the other Party harmless and their affiliates, trustees, members, officers, employees and agents from and against any and all claims, actions, liabilities, losses, costs and expenses of any kind resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement. In the event of any claims, the Party to be indemnified shall provide notice to the other Party as soon as reasonably possible. The terms of this paragraph shall survive the termination of this Agreement.
- 8) Confidentiality. The Parties agree that both during and after the Term, no Party or their respective employees, independent contractors and agents, will divulge or directly or indirectly disclose to anyone, except as permitted or required by law, any Confidential Information. For purposes of this Agreement, "Confidential Information" means any and all proprietary information not generally available to the public which either Party obtains under this Agreement, including, without limitation, business plans, trade secrets, intellectual property, patents, trademarks, copyrights, know-how, data, inventions, models and strategies, developments, concepts, processes, technical or engineering developments, policies and procedures, marketing plans, marketing materials, negotiation strategies, compensation structures, pension and profit-sharing plans, contracts, leases, agreements, pricing and cost information, financial statements, balance sheets, financial projections, tax records, accounting procedures, assets and liabilities, credentialing files, insurance policies, claims, settlements, pending or threatened litigation of any nature, personnel history, referral sources, patient and medical information, patient account information, and any other information concerning the business or operations of the Party. Confidential Information shall include information that is based upon or derived from Confidential Information. The Parties will comply with the laws and regulations of the State of New Jersey and applicable federal laws and regulations relating to the confidentiality and privacy of patient personal data, including any and all privacy regulations implemented now or in the future under the Health Insurance Portability and Accountability Act ("HIPAA") as it may be amended from time to time, the corresponding HIPAA regulations and the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 and related regulations (the "HITECH Act") related to the confidentiality and security of patient health information. Neither Party shall in any manner, directly or indirectly, disclose to any third party, or use for any purpose other than to carry out their duties hereunder, any such Confidential Information, including the terms of this Agreement, except (a) as may be compelled to be disclosed in a judicial or administrative proceeding or as otherwise required by law and (b) on a confidential and "need-to-know" basis, to such Party's officers, directors, employees, advisors, and legal counsel who are directly involved in consideration of this Agreement. Upon the termination of this Agreement by any Party or for any reason, each Party shall immediately return to the other Party(ies) any and all materials containing such Confidential Information (with the exception of the Agreement and other documents directly relating to this engagement hereunder), unless as required by law to retain. Except for Protected Health Information which is governed by HIPAA, the restrictions in this subsection

on disclosure and use of information shall not apply to information which is in the public domain, or which comes into the public domain through no fault of any Party upon a showing of written evidence of the same, or if such disclosure is required by law. Each Party agrees to notify the other Parties orally and in writing within twenty-four (24) hours of its discovery of any personal data of the notified Party in its possession, which is improperly used, disclosed, copied or removed by anyone except an authorized representative of such Party. The Parties will cooperate with each other in taking appropriate steps to enjoin the misuse, regain possession of the data, and otherwise protect patients' privacy. In the event any Party receives a subpoena or other form of compulsive civil or criminal process for disclosure of information which is required to be kept confidential in accordance herewith it is agreed that the recipient of such process, unless prohibited by law, shall give the non-recipient whose Confidential Information is affected notice as to such demand within twenty-four (24) hours after its receipt and in all events before such demand is responded to by the recipient Party, so that the non-recipient Party can seek a protective order or other relief with respect to compliance with such demand.

- 9) Access to Records. In the event that this Agreement constitutes a contract as defined in Section 1861(v)(I) of the Social Security Act, in effect as of the date of this Agreement or as may be amended thereafter, each Party agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, they will make available upon written request of the Secretary of the U.S. Health and Human Services ("HHS") or the Controller General of the United States or any of their authorized representatives, this Agreement and any and all books, documents and records of such Party that are necessary to verify the nature and extent of the fees paid by one Party to another pursuant to the terms of this Agreement. The availability of a Party's books, documents and records shall be subjected at all times to such criteria and procedures for seeking or obtaining access, as may be promulgated by the Secretary of HHS pursuant to applicable regulations and other applicable laws.
- 10) Exclusion. The Parties certify that during the Term, neither it nor any person who provides services hereunder has not been: (i) convicted of a criminal offense that falls within the ambit of 42 USC § 1320a-7(a) (i.e., any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), or (ii) excluded, debarred, suspended, sanctioned or otherwise ineligible to participate in the federal or state health care programs or in any federal procurement or non-procurement programs. The Parties certify that they are not under investigation by any county, state or federal entity. In addition, each Party will inform the others immediately in the event such Party becomes the subject or target of any such investigation. The Parties each maintain an internal compliance program to ensure that its activities comply with all governmental and other regulations and provisions. As part of this compliance program, the Parties conduct screenings of federal and state sanction lists in compliance with regulatory requirements to ensure its officers, directors, employees, contractors, and those entities with whom each intends to do business have not been excluded, terminated, suspended or debarred. Each Party will immediately notify the other Parties in the event that such Party finds that one of its officers, directors, employees, or contractors is excluded from participation in a federal or state health care program or procurement program. In the event that any Party fails to provide the other Parties with timely written notice of its, or

its employees, contractors or agents appearing on one or more of the exclusion lists, the non-disclosing Party shall indemnify the other Parties for any overpayment that is determined to be owed to the Medicare and/or Medicaid programs arising out of or related to that Party's failure to so notify the other of such exclusion.

- 11) Joint Commission. Parties agree to comply with any standard, rule or regulation of The Joint Commission applicable to PVMC and the HMH Hospitals Corporation and take all such actions reasonably necessary to ensure that PVMC and the HMH Hospitals Corporation meets and continues to meet the requirements of The Joint Commission in connection with the services provided hereunder by each Party. Parties understand, agree, and acknowledge that PVMC and the HMH Hospitals Corporation may terminate this Agreement and all other agreements between the Parties if any Party does not comply with this provision. Each Party agrees to provide other Parties access to all policies or procedures that will be subject to the oversight or requirements of the Joint Commission or that may conflict with this Agreement.
- 12) Obligations. Each Party warrants and represents (i) that it shall perform its services in accordance with industry standards or how a reasonably prudent healthcare provider or municipality would perform; (ii) shall at all times loyally and conscientiously perform all of the services specified herein to the best of Party's abilities, and in a manner that reflects favorably upon the other Parties and in accordance with industry standards; (iii) that to the best of its knowledge all goods and services reflected in its billing will have been furnished to the patient; and, (iv) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable laws including but not limited to the Fair Debt Collection Practices Act, as amended, any applicable state consumer protection laws, as amended, the Bankruptcy Code, as amended, and HIPAA.
- 13) Quality Improvement. Each Party agrees to establish a system to ensure compliance with the standards assumed by it in this Agreement, cooperate with the standards assumed by it in this Agreement and cooperate with other Parties' Quality/Performance Improvement, Risk Management, Utilization Review and Joint Commission activities, as needed.
- 14) Infection Control Management. The Parties agree to comply with all standards, practices and regulations governing the management, treatment and environmental control of patients, personnel and equipment to prevent exposure or transmission of infectious disease. Furthermore, the Parties, at all times, will cooperate to keep the other informed with relationship to any high risk patient transport so that appropriate measures may be placed in effect to protect their respective employees and other personnel involved with said transport.
- 15) Compliance with Laws/Jopardy. In performing their duties hereunder, the Parties will and shall ensure their employees and agents abide by all applicable federal, State and local laws, rules and regulations, and accreditation standards. In the event that any part of this Agreement will be determined to be illegal or deemed to jeopardize any license, certification or accreditation (including Medicare certification) or the tax-exempt status of any Party, as applicable, then this Agreement will be construed as if such part or portion of the Agreement were not included herein, pending negotiation for modification by the Parties for a period of

thirty (30) days following notice from one Party to the other requesting that the Agreement be renegotiated in order to eliminate the illegal or problematic term(s). If, after said good faith negotiations for thirty (30) days, the Parties have been unable to reach agreement as to how to amend the Agreement to resolve the risk of jeopardy contemplated herein, this Agreement will thereafter terminate automatically.

- 16) Force Majeure. A Party ("Affected Party") shall not be deemed in default of this Agreement, nor shall it hold the other Parties ("Unaffected Party") responsible for, any cessation, interruption or delay in the performance of the Affected Party's obligations due to events beyond the reasonable control of the Affected Party, including, but not limited to, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, voluntary or involuntary compliance with any law or governmental act, order, rule, regulation or direction, accident, riots, curfew restrictions, civil unrest, prolonged break-down of transport, telecommunication or electric current, explosion, earthquake, flood, fire, storm, natural disaster, act of God, war (whether declared or not), terrorism, armed conflict, labor strike, lockout, boycott or other similar event provided that the Affected Party relying upon this provision: (a) gives prompt written notice thereof to the Unaffected Party, and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of thirty (30) days in the aggregate, the Unaffected Party may immediately terminate this Agreement upon written notice to the Affected Party.
- 17) Certifications and Licenses. The Parties shall each maintain all certifications and licenses as required by all applicable law to perform its obligations hereunder.
- 18) Entire Agreement. This Agreement, including the attached Exhibits or Attachments, constitutes the entire agreement and understanding between the Parties concerning its subject matter and supersedes in full all prior written and oral agreements, understandings, proposals, promises, negotiations and representations of the Parties concerning the subject matter thereof and the terms applicable hereto. Except as specifically provided in this Agreement, no amendment or change in the provisions of this Agreement or of any exhibits shall be effective or binding upon a Party unless in writing executed by such Party. No course of conduct or performance, in whole or in part, subsequently pursued or acquiesced in and no oral agreement or representation subsequently made by the Parties, whether or not relied or acted upon, shall amend this agreement.
- 19) Publicity. No Party shall use any trademarks, service marks, visual product representations, trade names, logos or other commercial or product designations of the other Parties, or disclose such without the applicable Party's express prior written consent. In particular, no Party shall identify or make reference to the other Parties in any communication, advertising or other promotional modality regardless of its form without explicit prior written consent from the applicable Party.
- 20) Construction. The Parties expressly agree that this Agreement and the enforcement of the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its provisions concerning the applicability of the

laws of other. Any and all claims arising out of, relating to or in connection with this Agreement, or the relationship between the Parties hereto, shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New Jersey and each Party hereby consents to the exclusive jurisdiction and venue of these courts, without regard to any conflicts of law principles. Each Party agrees that all claims and matters may be heard and determined in any such court and each Party waives any right to object to such action on venue, *forum non conveniens*, or similar grounds.

- 21) Waiver. No waiver of any breach of this Agreement, by any Party, of any provision of this Agreement or warranty or representation set forth herein, whether by conduct or otherwise, shall be construed as a waiver of any subsequent breach of the same or another provision. The failure to exercise, or delay in exercising, any right hereunder shall not operate as a waiver of such right. Any remedies which the Parties hereto may have pursuant to this Agreement or by law shall be cumulative.
- 22) Headings. The headings of each section or subsection in this Agreement are for convenience or reference only and will in no manner or way affect the interpretation or meaning of such section or subsection.
- 23) Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement.
- 24) Assignment. Neither this Agreement nor any obligations hereunder may be assigned to any third party without the prior written consent of the other Parties. Notwithstanding the foregoing, each Party may assign this Agreement to any entity that it is controlled by, is under common control of, or controls such Party or any subsidiary entity, and the relevant services herein without the consent of the other Party.
- 25) Intent of the Parties. No Party shall engage in any activity prohibited by anti-kickback, anti self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered, revised or promulgated. It is not the intent of the Parties that any payments, gift, donation, providing services, or other consideration made under this Agreement be in return for the referral of ongoing business, if any, or in return for the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. All payments specified in this Agreement are consistent with fair market value in an arms-length transaction for the goods or services provided.
- 26) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument. Each Party acknowledges that an original signature or a legible copy thereof transmitted electronically in a portable document format (PDF) shall constitute an original signature for purposes of this Agreement.

- 27) Professional Standards. Each Party represents and warrants to the other that in performing under this Agreement, it shall provide all services hereunder in accordance with recognized professional standards.
- 28) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto. Unless specifically provided elsewhere herein, this Agreement is not intended to benefit any person or entity not a party hereto. Nothing in this Agreement shall create or be deemed to create any enforceable right, remedy, or benefit upon any person or entity not a party hereto.
- 29) 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. Under no circumstances shall any person provided by any Party be considered an employee, agent, or consultant of any other Party while such individual is participating in this Agreement. Neither shall individuals provided by any Party be entitled to any payment from any other Party in the nature of benefits, including without limitation, unemployment, Workers' Compensation or disability benefits under any state statute by reason of any accident, illness or occurrence relating to the performance of his or her duties arising under this Agreement, or to any fringe benefits or other rights and benefits normally afforded employees of any Party. Each Party shall be responsible for any federal, state, and/or local taxes associated with payments made to that Party.
- 30) Notice. All notices to Parties to this Agreement must be in writing, must be served (i) personally (ii) by certified mail - return receipt requested; or (iii) delivered by commercial courier service. Except as provided elsewhere in this Agreement, a notice is effective only if the given in compliance with this section. In all cases notices shall be addressed as follows:

340 Seven Springs Way, Suite 100
Nashville, Tennessee 37027
Attn: General Counsel

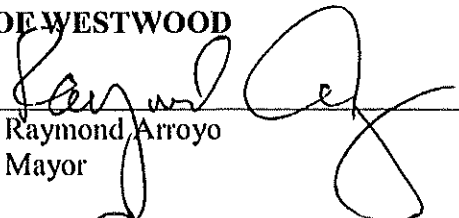
To HUMC: Hackensack University Medical Center
5 Summit Avenue, Suite 205
Hackensack, NJ 07601
Attn: Michelle Kobayashi, Administrative Director
Tel: 551-996-1192

With Copy To: Hackensack University Medical Center
30 Prospect Avenue
Hackensack, NJ 07601
Attn: Jason Kreitner, Chief Operating Officer
Tel: 551-996-5532

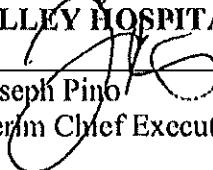
And: Hackensack Meridian Health, Inc.
343 Thornall St.
Edison, NJ 08837
Attn.: EVP and Chief Legal Officer, Hospital Operations

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date set forth above.

BOROUGH OF WESTWOOD

By: 
Name: Raymond Arroyo
Title: Mayor

PASCACK VALLEY HOSPITAL, LLC d/b/a PASCACK VALLEY MEDICAL CENTER

By: 
Name: Joseph Pino
Title: Interim Chief Executive Officer

HMH HOSPITALS CORPORATION d/b/a HACKENSACK UNIVERSITY MEDICAL CENTER

By: 
Name: Mark Sparta
Title: President