

6.3 EMT-Defibrillation: All personnel employed by **RWJHN** to staff the primary ambulance that will be servicing the **TOWNSHIP** will receive EMT-D training to ensure that a higher level of life-saving equipment and knowledge will be available to service the **TOWNSHIP's** emergency medical service needs.

Section 7: POST LOCATION

7.1 Post Location: **TOWNSHIP** hereby agrees to supply **RWJHN** with an adequate location within the **TOWNSHIP** for stationing personnel and parking the primary ambulance during the hours of service. The primary ambulance and staff shall be stationed at the **TOWNSHIP's** municipal complex in an area designated by the **TOWNSHIP** Chief of Police or designee. The stationing of the primary ambulance and staff shall not require a separate lease agreement. **RWJHN** shall be permitted to maintain any necessary equipment needed for dispatching its staff. During the hours of service, the primary ambulance shall be based at the designated post location and remain within **TOWNSHIP** boundaries, unless transporting a patient to or from a hospital.

7.2 Initial Post Location: Upon the execution and commencement of this Agreement, it has been agreed that the following location has been identified as the "Post Location" where **RWJHN** will base its primary ambulance at the Township Municipal Complex, Police Headquarters, 455 Hoes Lane. The designated Post Location is subject to change upon the mutual written agreement of the parties.

SECTION 8: COMPENSATION

8.1 Invoicing: **RWJHN** intends and shall use its best efforts to have the majority of the reimbursement for its services be derived from the invoicing of the insurance carrier of any patient to whom services are provided.

SECTION 10: TERM

10.1 Term: This agreement shall be for a term of five (5) years retroactive to September 6, 2016, and terminating on September 5, 2021, unless sooner terminated pursuant to the terms thereof.

10.2 Renewal: This Agreement may be renewed upon the mutual written consent of the **PARTIES**. The **PARTIES** agree that they will give written notice to the other in writing of their intention to cancel this Agreement or any renewal thereof, at least sixty (60) days prior to the end of the respective term. This Agreement shall expire and terminate at the end of a term if the **PARTIES** fail to agree, in writing, to renew this Agreement prior to the end of the respective term.

10.3 Early Termination:

(a) **RWJHN** agrees that if, during the term of this Agreement or any renewal thereof, (i) it fails to meet New Jersey State Department of Health licensing guidelines; or (ii) it fails to meet acceptable and proven standards of the industry; or (iii) it fails to comply with the terms and provisions of this Agreement, after written notice and a failure to cure the problem within thirty (30) days from receipt of said notice, the Agreement may be terminated by the **TOWNSHIP**, prior to the expiration of the term hereof upon written notice to **RWJHN**. In the event of such early termination, any unearned portion of the Subscription Fee shall be refunded to the **TOWNSHIP**.

(b) The **TOWNSHIP** agrees that if, during the term of this Agreement or any renewal thereof, it fails to comply with any term or provision of this Agreement (including, without limitation, failure to make any payment to **RWJHN** required hereunder when due), after written notice, the Agreement may be terminated by **RWJHN**, prior to the expiration of the term hereof upon written notice to the **TOWNSHIP**.

SECTION 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance:

(a) **RWJHN** agrees that at all times throughout the duration of this Agreement, it will maintain General and Professional Liability Insurance with limits of \$1,000,000 per claim and \$3,000,000 annual aggregate. **RWJHN** further agrees that at all times throughout the duration of this Agreement it will maintain Automobile Insurance with limits of \$2,000,000.00 combined single limit per

occurrence and \$2,000,000.00 annual aggregate. **RWJHN** will provide the **TOWNSHIP** with a Certificate of Insurance evidencing such coverage each year of this Agreement.

(b) The Township agrees that at all times throughout the duration of this Agreement, it will maintain General Liability and Hazard Insurance (by commercial policies or self-insurance) to support its indemnification obligations hereunder, but in no event shall such coverage be less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.

11.2 Indemnification by RWJHN: **RWJHN** hereby agrees to indemnify the **TOWNSHIP**, and to defend and hold it, its Mayor, Council, employees and agents harmless from, all demands,, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any negligent acts or omissions or willful misconduct of **RWJHN** its agents, officers or employees in the performance of its duties and responsibilities under this Agreement, except to the extent the same shall arise out of or relate to the negligent acts or omissions or willful misconduct of the **TOWNSHIP** . The **TOWNSHIP** hereby agrees to indemnify **RWJHN**, and to defend and hold it, its employees and agents harmless from all demands, claims, lawsuits, causes of actions, losses, assessments, damages, deficiencies, judgments, liabilities, costs and expenses (including interest, penalties and reasonable attorney's fees and disbursements) arising out of or in connection with any negligent acts or omissions or willful misconduct of the **TOWNSHIP** its employees (including the Piscataway Police Department) and agencies in the performance of its duties and responsibilities under this Agreement, except to the extent the same shall arise out of or relate to the negligent acts or omissions or willful misconduct of **RWJHN**, its employees or agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suites instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defenses of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.

11.3 Limitation on Liability of RWJHN: It is hereby agreed and understood that any responsibility or obligation on the part of **RWJHN** to provide Emergency Medical Services to the **TOWNSHIP** is specifically and strictly limited to the Hours of Service designated in paragraph 4.2

12.9 Code of Conduct: TOWNSHIP acknowledges the RWJHN must abide by Robert Wood Johnson University Hospital's Section 6032 policies adopted pursuant to the Deficit Reduction Act of 2005, including any Corporate Compliance Program now or hereafter instituted by RWJHN and its affiliates and the Robert Wood Johnson University Hospital's Code of Conduct.

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

ROBERT WOOD JOHNSON
HEALTH NETWORK



President & CEO
JOHN J. GANTNER

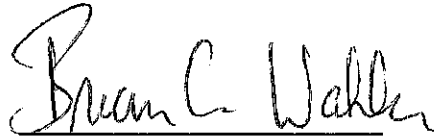
Date: 5/9/17

Attest:



Name: PATRICIA RANERI
Title: Assistant Secretary

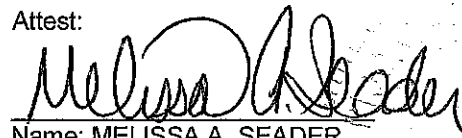
TOWNSHIP OF PISCATAWAY



Mayor

Date: 5-19-17

Attest:



Name: MELISSA A. SEADER
Title: Township Clerk