

Township of Aberdeen EMS Agreement

This Agreement effective January 1st, 2025, is by and between the Township of Aberdeen, 1 Aberdeen Square, Aberdeen, NJ 07747 (hereinafter the "Township") and Hackensack Meridian Hospitals Corporation d/b/a John F. Kennedy Medical Center, through its Department of Emergency Medical Services (hereinafter "JFK EMS") collectively referred to as the "parties."

WHEREAS, due to a decrease of service and cost escalation, the Township of Aberdeen is desirous of implementing a Shared Services Agreement with the Borough of Matawan to share services and reduce costs by working together to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage by JFK EMS; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act (C.40A:65-1, et seq.) authorizes local units such as these Municipalities to enter into Shared Services Agreement with other local units; and

WHEREAS, this Agreement formalizes the obligations of the parties;

NOW, THEREFORE, intending to be legally bound, the parties do hereby agree as follows:

1. Incorporation of Terms

All obligations accepted by JFK EMS in its Proposal are hereby incorporated herein and accepted by the parties. To the extent there is a conflict between the Proposal and this Agreement, the terms of this Agreement shall control.

2. Initial Term

The initial term of this Agreement shall be one (1) year commencing January 1st, 2025 and terminating at midnight December 31st, 2025.

3. Renewal

The parties may renew or extend this Agreement for additional terms of any length, as mutually agreed in writing, as permitted by law, on the same terms and conditions as set forth herein.

4. Obligations of JFK EMS

JFK EMS shall provide one (1) emergency basic life support ambulance, during the hours of 6:00 A.M. until 7:00 P.M., seven (7) days a week for the purposes of providing dedicated emergency medical services to both the Township and Matawan Borough. When JFK EMS responds to a 9-1-1 call, or a request for help is made of JFK EMS EMTs, JFK EMS shall bill patients and their insurers consistent with its regular process, including financial hardship forbearance. JFK EMS shall protect the privacy of its patients in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the regulations thereunder, including limiting disclosures to redacted information when necessary. Based on clinical evaluation, medical necessity, or patient refusal, some patients may not be transported.

5. Obligations of Township

The Township shall keep JFK EMS apprised of any complaints or dissatisfaction by the Township or its residents, so that JFK EMS may be certain it is maintaining a high standard of care and customer service and is meeting expectations. This enables JFK EMS to remedy potential problems before they become material.

The Township shall pay JFK EMS \$84,000 for each one-year term, payable monthly at \$7,000 a month in advance. If necessary, the first and last month's payments may be prorated.

In accordance with N.J.S.A. 26:2K-66 et seq., the Township shall report dispatch data to the State of New Jersey Department of Health, Office of EMS, and shall assist and cooperate with Alert in gathering data needed for JFK EMS to comply with the law.

6. Indemnification

Each party agrees to indemnify and hold harmless the other party, including its officers, trustees, employees and agents, and its parent and affiliates and their respective officers, trustees, employees and agents, against any and all claims, suits, losses, damages, costs, attorneys fees and expenses of the indemnifying party, or its officers, trustees, employees and agents related to their duties under this Agreement.

7. Insurance

JFK EMS shall name the Township of Aberdeen as an additional named insured, providing an annual copy of the declaration of insurance and proof of payment of same. The minimum amount of insurance coverage is to be \$ 1,000,000 single limit general liability coverage.

8. Termination

This Agreement shall terminate in any of the following circumstances:

- a) Upon the expiration of the initial term, if no mutual extension is signed by both parties;
- b) In the event JFK EMS is no longer licensed as an ambulance provider in New Jersey;
- c) In the event JFK EMS is no longer participating in federal healthcare programs;
- d) If the parties mutually agree to early termination in writing;

If the Township notifies JFK EMS in writing of a material breach of any term of this Agreement, and JFK EMS has not cured the breach, or taken substantial efforts to cure the breach within 30 days, the Township may terminate this Agreement with an additional 30 days advance written notice of termination.

9. Notice

All notices hereunder shall be in writing and shall be deemed delivered as follows: (i) on the date of personally confirmed e-mail transmission, if transmitted before 5:00 P.M. prevailing eastern time on a regular business day, and if not, then on the next following business day; or (ii) on the day of receipt for delivery the US Postal Service or by a recognized overnight courier service with receipt confirmation.

All notices to Township shall be directed as follows:

Township of Aberdeen
1 Aberdeen Square, Aberdeen, NJ 07747
Attn: Township Manager
Email: Bryan.Russell@aberdeennj.org

With a copy to:
Joseph M. DeCotiis III
DeCotiis, FitzPatrick, Cole & Giblin, LLP.
61 South Paramus Road
Paramus, NJ 07652
Email: jmd.decotiis@decotiislaw.com

All notices to Alert shall be directed as follows:

Mark Bober, Director of EMS
JFK EMS
308 Talmadge Road
Edison, NJ 08817
Mark.Bober@hackensackmeridian.org

Either party, from time to time, may change, add to, delete and change the address of persons to whom notices are to be sent by giving notice to the other party in the foregoing manner. Parties shall notify each other in advance if email addresses change. Notices from a party may be given by such party's attorney.

Entire Agreement

This Agreement and the documents incorporated herein constitute the entire agreement between Township and JFK EMS, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Agreement other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Township and JFK EMS unless in writing and signed by both Township and JFK EMS.

Headings

The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

Binding Effect

All of the provisions of this Agreement are hereby made binding upon the successors and assigns of the parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa.

Unenforceable or Inapplicable Provisions

If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein, in which case the parties shall meet and renegotiate the terms. If within 30 days, the parties are unable to agree on new terms, either party may terminate this Agreement on 30 days' notice.

Counterparts

This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be original, and all of which are identical. Electronic and emailed signatures shall be accepted as original signatures for all purposes. If requested, original signature pages shall be forwarded by each party to the other at the earliest practicable date following the exchange of electronic or emailed signatures.

Applicable Law

This Agreement shall be construed under and in accordance with the internal laws of the State of New Jersey without giving effect to principles of conflicts of laws.

Authority

Each person executing this Agreement, by his or her execution hereof, represents and warrants that he or she is fully authorized to do so, however, the parties will cooperate in providing appropriate proof to the other party of the authority of the signing person to bind the party.

Further Assurances

In addition to the acts and covenants recited herein and contemplated to be performed Township and JFK EMS, Township and JFK EMS agree to perform such other acts, and to execute and deliver such other instruments and documents as either Township and JFK EMS, or their respective counsel, may reasonably request, in order to effect the intents and purposes of this Agreement.

Third Party Beneficiary

The provisions of this Agreement are for the exclusive benefit of Township and JFK EMS hereto and no other party shall have any right or claim against Township and JFK EMS, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against Township and JFK EMS hereto, or either of them, with the exception of the Borough of Matawan who has entered into a Shared Services Agreement with the Township of Aberdeen to share services and reduce costs by working together to provide for Primary Daytime Emergency Medical Service Basic Life Support (Ambulance) Coverage by JFK EMS

Assignment

Neither party shall unilaterally assign its rights or obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first above written.

TOWNSHIP

By: _____

Name & Title: _____

JFK EMS

By: _____

Michele Morrison

President, Chief Hospital Executive

Hackensack Meridian Health JFK University Medical Center