

**AGREEMENT
FOR
EMERGENCY MEDICAL/AMBULANCE SERVICES**

THIS AGREEMENT FOR EMERGENCY MEDICAL/AMBULANCE SERVICES (hereinafter referred to as the "Agreement") is effective as of the third of April in the year of 2023, by and between the Hopewell Township Fire District No.1, a municipal corporation of the State of New Jersey, with offices located at 201 Washington Crossing Pennington Road (hereinafter referred to as the "HTFD"); and Capital Health System, Inc., a New Jersey corporation, with its principal place of business at 750 Brunswick Avenue, Trenton, NJ 08638 (hereinafter referred to as "CONTRACTOR"). HTFD and CONTRACTOR will hereinafter occasionally be referred to collectively as the "PARTIES" and individually as a "PARTY."

WITNESSETH:

WHEREAS, by Resolution 2022-88 adopted on December 22, 2022, by the Hopewell Township Fire District No.1, Board of Fire Commissioners, located in Hopewell Township, County of Mercer, State of New Jersey, authorized the Hopewell Township Fire District No.1 to enter into an Agreement with CONTRACTOR to provide Emergency Medical/Ambulance Services within Hopewell Valley, including Hopewell Township, Pennington Borough, and Hopewell Borough, at all times in accordance with the terms and conditions contained herein; and

WHEREAS, CONTRACTOR is an integrated healthcare system which operates fully licensed medical transportation vehicles, providing services throughout the State of New Jersey, which agrees to perform such Emergency Medical/Ambulance Services for Hopewell Township, Pennington Borough, and Hopewell Borough as provided for in this Agreement.

NOW THEREFORE, in consideration of the covenants set forth herein, the PARTIES agree as follows:

SECTION 1: RELATIONSHIP TO THE PARTIES AND CONTRACT DOCUMENTS

- 1.1 Independent Contractor: It is mutually understood and agreed that in the performance of the duties and obligations of the PARTIES to this Agreement, each PARTY hereto is a separate and independent contractor. Neither PARTY is the principal, agent or representative of the other; nor will any employee of either PARTY be considered an employee of the other PARTY.
- 1.2 Contract Documents: The Contract Documents include A) Shared Services Agreement between Borough of Pennington and Board of Fire Commissioners of Hopewell Township Fire District No. 1, dated March 2023, attached hereto as Exhibit A; and B) Shared Services Agreement for Emergency Services between Hopewell Township and Hopewell Borough Boards of Fire Commissioners, Mercer County, State of New Jersey, dated 1/11/2023, attached hereto as Exhibit B; provided that if there are any conflicts between the language of the Agreement (excluding the Exhibits) and the Exhibits, the language in the Agreement shall control.

SECTION 2: REPRESENTATIONS BY HTFD

- 2.1 Hopewell Valley Designation: HTFD hereby agrees to recognize CONTRACTOR as the designated contractor for providing Emergency Medical Services to Hopewell Township, Pennington Borough, and Hopewell Borough during the days and hours specified herein. Immediately upon the execution of this Agreement, HTFD shall provide necessary parties with written notice of this Agreement. Said written notice shall state with specificity the terms of this Agreement that address when and how emergency ambulance calls during the designated periods should be directed to CONTRACTOR. Additionally, said written notice shall include a provision for Hopewell Valley EMS career staff and volunteer personnel to respond to ambulance calls.
- 2.2 HTFD Cooperation: HTFD hereby represents that it has consulted with all concerned parties regarding the necessary cooperation for successful fulfillment of the terms of this Agreement, and that said parties have agreed to work cooperatively with CONTRACTOR in establishing open lines of communication with other governmental agencies, fire companies, police and others who may work with, alongside or access the services to be provided herein.
- 2.3 Basic Life Support - Sole Provider: HTFD shall not enter into additional agreements or approvals (agreements or approvals made after award of contract) for the provision of Basic Life Support Services (BLS) without the prior written consent of CONTRACTOR. The CONTRACTOR will service all areas of Hopewell Township, Hopewell Borough, and Pennington Borough as set forth in Exhibit A and Exhibit B (to the extent such terms are applicable to CONTRACTOR and do not conflict with this Agreement).
- 2.4 Township Consent to Fee: HTFD represents that it has approved the payment of a one (1) year fee at \$200,000 per year for a total of \$200,000.00, to be paid in installments on May 1 (\$50,000), July 1 (\$50,000), August 1 (\$50,000), November 1 (\$50,000), with the first payment being due on the signature date of this Agreement 2023 and continuing thereafter as the service is provided and fee is earned as specified hereunder, for each and every year this Agreement is in force.

SECTION 3: OBLIGATIONS OF CONTRACTOR

- 3.1 Ambulance Services: CONTRACTOR shall staff one (1) primary ambulance, in a ready state to respond to emergency medical service calls received by HTFD 24 hours a day, seven days a week.
- 3.2 Licensure: The ambulance dispatched for service shall meet the requirements of all Federal, State and Local laws, regulations and licensure standards.
- 3.3 Equipment and Supplies: The CONTRACTOR shall supply all "disposable" equipment and supplies necessary to perform the services required under the agreement. Equipment and supplies include, but are not limited to, Automated External Defibrillator (AED) pads, any/all disposable LUCAS Chest Compression System supplies, splints, bandages, gauze pads, dressings, saline solutions, gloves, and all other ambulance and medical supplies as required by the New Jersey Department of Health, Office of Emergency Medical Services. All equipment and supplies shall meet New Jersey Department of Health regulations.
- 3.4 Infectious Control Management: CONTRACTOR shall be responsible for complying 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.

- 3.5 Patient Transport Destination: The CONTRACTOR, while giving due consideration to patient's preference, shall transport patient(s) to the nearest appropriate health care facility.
- 3.6 Non-Discrimination: CONTRACTOR agrees not to differentiate or discriminate in the delivery of its services to individuals because of race, color, national origin, ancestry, religion, sex, marital status, sexual preference, age, financial ability or medical condition, and agrees to render treatment and care to all persons in the same manner and in accord with the same standards as offered to other persons.
- 3.7 Communication Equipment: CONTRACTOR agrees to provide and maintain radio equipment that complies with the Mercer County Emergency Services Communications System requirements. All personnel on duty shall carry on their person compatible portable radio equipment and alerting devices. All such communication devices shall be compatible with the Mercer County Emergency Services Communications System.
- 3.8 Disaster Response: CONTRACTOR agrees to report to the HTFD during disasters, large scale incidents or an event significant enough for the Township's Emergency Operations Center to be placed into service, for the purpose of assisting the HTFD with services beyond the scope of the ambulance coverage required herein.
- 3.9 Significant Events: CONTRACTOR shall provide standby services at no cost to the HTFD, at all serious fire, flood, or dangerous and/or hazardous emergencies that occur within the coverage area, when requested by the Public Safety Director, Fire Chief, Emergency Management Coordinator and/or Incident Commander. However, subject to stated provisions, in such case, CONTRACTOR may bill the patient and third-party payers, if any, for services rendered.

SECTION 4: DISPATCH AND HOURS OF SERVICE

- 4.1 Hours of Service: Mercer County Emergency Services Communications Center shall be instructed by the HTFD to contact CONTRACTOR at all times to respond to any and all requests for emergency medical service within HTFD.
- 4.2 Cooperation of Dispatch: The PARTIES hereby recognize that all calls requesting emergency medical services from HTFD are received by Hopewell Township Police Department Communications and/or the Mercer County Central Communications Center and that it is the responsibility of both entities to thereafter dispatch an ambulance to respond to the emergency calls. HTFD hereby agrees that it will work in cooperation with the Hopewell Township Police Department and Mercer County Central Communications Center to ensure that an ambulance is dispatched pursuant to Section 4.1 above.
- 4.3 Radio Equipment: CONTRACTOR shall supply and maintain radio equipment which shall comply with the Mercer County Emergency Services Communications System. All personnel shall carry compatible portable radio equipment. All such equipment shall be compatible with

the Mercer County Emergency Services Communications System.

SECTION 5: RESPONSE TIMES

- 5.1 Primary Ambulance Response Time: CONTRACTOR agrees that the primary ambulance will make all reasonable efforts to respond within two (2) minutes from dispatch.
- 5.2 Second Assignment Response: Mercer County Central Communications will assign a mutual aid ambulance to any emergency call when the primary ambulance is on an assignment. Mutual Aid will be based on the closest available unit in accordance with established regional response plans.
- 5.3 Back-up Ambulance coverage: In the event the primary ambulance becomes committed to an assignment that would keep them out of service for an extended period of time, such as a large fire stand-by, the CONTRACTOR will make a reasonable effort to staff the HTFD's secondary ambulance or provide a second ambulance as expeditiously as possible.

SECTION 6: PERSONNEL

- 6.1 Vehicle Staff: Each ambulance utilized by the CONTRACTOR to provide emergency medical service shall be staffed by two (2) certified Emergency Medical Technicians ("EMTs") who shall be employed by the CONTRACTOR. Additionally, all such personnel shall be groomed and neatly dressed in a recognizable uniform with name badge visible, and will perform their duties in a professional manner.
- 6.2 Vehicle Operators: CONTRACTOR will assure that all personnel who operate an ambulance will have a valid current driver's license and will receive driver training from the CONTRACTOR.
- 6.3 Supervisory Oversight: The CONTRACTOR will utilize its 24 hour, 7 days per week, multi-tier supervisory team to provide periodic checks on the duty crew, assure that all requirements are met, assure that supplies are replenished and to assure compliance with the specifications of the service requirements as set forth herein by HTFD.
- 6.4 Compliance with Township Guidelines: CONTRACTOR personnel must make all reasonable efforts to comply with applicable HTFD Standard Operating Guidelines (i.e. Fire Department) of the department in which they are stationed of which have been provided to CONTRACTOR, when such guidelines do not constitute a conflict with CONTRACTOR guidelines, in an effort to work seamlessly with HTFD personnel.

SECTION 7: POST LOCATION

- 7.1 Post Location: During the hours of operation, the primary ambulance shall be based at the designated post location and remain within the Hopewell Valley geographic boundaries, unless transporting a patient to or from a hospital, or if providing mutual aid to a neighboring municipality in compliance with current mutual aid pacts.

- 7.2 Designated Post Location: HTFD hereby designates 2480 Pennington Road, Pennington, Mercer County, NJ as the post location. However, PARTIES may mutually agree to designate an alternate post location during the term of this Agreement.

SECTION 8: COMPENSATION

- 8.1 Invoicing: CONTRACTOR intends to have the majority of the reimbursement for its services to be derived from the invoicing of the insurance carrier(s) of any patient along with the annual stipend.
- 8.2 Subscription Plan Agreement: In addition to the reimbursement provided for in paragraph 8.1 above, HTFD hereby purchases by way of payment to CONTRACTOR a fee in the amount of two hundred thousand (\$200,000.00) DOLLARS per year.

The fee shall secure the HTFD from any out-of-pocket expenses related to the use of all ambulance services that meet the guidelines established by Federal and State reimbursement programs. The additional fee shall not inhibit or disallow CONTRACTOR from pursuing all legitimate and eligible sources of third-party reimbursement, including individuals who receive payment of moneys directly from any source for the provision of services provided by CONTRACTOR under the terms of this Agreement.

- 8.3 Payment of Fee: The fee of \$200,000 per year shall be paid to CONTRACTOR in installments on May 1 (\$50,000), July 1 (\$50,000), August 1 (\$50,000), November 1 (\$50,000), with the first payment being due on the signature date of this Agreement 2023 and continuing thereafter as the service is provided and fee is earned as specified hereunder, for each and every year this Agreement is in force.
- 8.4 Waiver of Collections of Fees for Services to Township Employees: In exchange for the payment of the fee, CONTRACTOR agrees to waive the collection of any fees (but not co-pays or deductibles) for services rendered HTFD employees or HTFD volunteers, when the need for such services arises from the HTFD employees' or the HTFD volunteers' duties with the Township, employees of Hopewell Township Regional School District, and employees of Hopewell and Pennington Boroughs.
- 8.5 The PARTIES acknowledge and agree that the compensation set forth in this Agreement represents a reasonable method by which to compensate SERVICER, in whole or in part, for its provision of Services required under this Agreement. The PARTIES expressly acknowledge and agree that such compensation has resulted from arm's length negotiations between the PARTIES, has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the PARTIES, and is to the best knowledge of each PARTY consistent with fair market value for the Services to be rendered.

SECTION 9: QUALITY ASSURANCE

- 9.1 Quality Assurance Program: CONTRACTOR agrees to establish a Quality Assurance Program to monitor and ensure compliance to the standards set out herein and to make reasonable modifications to the manner in which services are provided when appropriate.

SECTION 10: TERM

- 10.1 Term: The initial term of Agreement shall be for one (1) year, starting on the third of April in the year of 2023 and ending on the third of April in the year of 2024. However, in accordance with the terms and conditions of the bid documents, HTFD does reserve the right to extend the term of the contract, at its sole option, for additional one (1) year terms so that the total term shall not exceed five (5) years in length and it shall be at a cost no greater than set forth herein and under the same terms and conditions as set forth in the Contract Documents.
- 10.2 Early Termination: CONTRACTOR agrees that if, during the term of this Agreement and any renewal thereof, (a) they fail to meet New Jersey State Department of Health licensing guidelines; or (b) they fail to meet acceptable and proven standards of the industry; or (c) they fail to comply with the terms and provisions of this Agreement, after written notice and failure to cure the problem within thirty (30) days from receipt of said notice, the Agreement may be terminated by HTFD prior to the expiration of the term hereof, upon written notice to CONTRACTOR; provided that CONTRACTOR shall be paid for all services provided up to the date of termination.

Continuation of the terms of this Agreement beyond the calendar year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, HTFD reserves the right to cancel this Agreement.

CONTRACTOR may terminate this Agreement, without cause, upon thirty (30) days prior written notice.

SECTION 11: INSURANCE AND INDEMNIFICATION

- 11.1 Insurance: CONTRACTOR agrees that at all times throughout the duration of this Agreement that it will maintain General and Professional Liability Insurance with limits of \$1,000,000 per individual claim and \$3,000,000 in the annual aggregate. CONTRACTOR will provide HTFD with a Certificate of Insurance evidencing such coverage during each year of this Agreement. For clarity, despite any language in any Exhibit to the contrary, CONTRACTOR shall not be required to list HTFD or any other entity as an additional insured on any of its liability insurance policies. HTFD agrees that it shall at all times throughout the duration of this Agreement, to maintain General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and shall provide CONTRACTOR with a Certificate of Insurance evidencing such coverage upon request.
- 11.2 Automobile Liability Insurance: CONTRACTOR agrees that at all times throughout the duration of this Agreement, CONTRACTOR will maintain Automobile Liability Insurance

covering owned, hired and non-owned and/or non-hired and non-owned, as applicable, vehicles used in performance of this Agreement, with limits of not less than \$1,000,000 per occurrence for bodily injury. CONTRACTOR shall additionally hold insurance in an amount not less than \$500,000 per occurrence for property damage.

- 11.3 Workers' Compensation Insurance: CONTRACTOR agrees that at all times throughout the duration of this Agreement, they will maintain Workers' Compensation Insurance on all CONTRACTOR personnel engaged in performance of this Agreement, as required by and in amounts specified under New Jersey law.
- 11.4 Indemnification: CONTRACTOR hereby agrees to indemnify HTFD, and to defend and hold them 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 CONTRACTOR, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement. HTFD hereby agrees to indemnify CONTRACTOR, and to defend and hold it 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 HTFD, its agents, officers or employees in the performance of its duties and responsibilities under this Agreement.
- 11.5 Limitation on Liability: It is hereby agreed and understood that any responsibility or obligation on the part of the CONTRACTOR to provide Emergency Medical Services to HTFD is specifically and strictly limited to the Hours of Service designated in paragraph 3.1. Any extension of hours in paragraph 3.1 must be agreed to in writing by both HTFD and CONTRACTOR.

SECTION 12: GENERAL PROVISIONS

- 12.1 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been fully given if delivered in hand or transmitted via email (if followed by a copy by mail within three (3) business days) or mailed by certified or registered mail:

TO HTFD:

Chief Matthew Martin
Hopewell Township Fire District No.1
201 Washington Crossing Pennington Road
Titusville, NJ 08560

WITH A COPY TO:

Board Secretary
Hopewell Township Fire District No.1
201 Washington Crossing Pennington Road
Titusville, NJ 08560

TO CONTRACTOR:

Capital Health System, Inc.
Emergency Medical Services
2480 Pennington Rd.
Suite 105
Pennington NJ 08534
Attn: Alex Lewinsky, Emergency Services Director Telephone: 732-425-4189
Email: alewinsky@capitalhealth.org

With a copy to:

Capital Health System, Inc.
750 Brunswick Avenue
Trenton, New Jersey 08638
Attn: Office of General Counsel

- 12.2 **Compliance With Law:** CONTRACTOR and HTFD shall comply with all applicable federal, state and local laws and regulations relating hereto.
- 12.3 **Law Governing Jurisdiction:** This Agreement shall be construed under and governed by the laws of the State of New Jersey and the PARTIES hereto agree that any suit or action in law or in equity may only be brought in a court within Mercer County, New Jersey and said court shall have sole and exclusive jurisdiction over the lawsuit.
- 12.4 **Fees and Expenses:** The PARTIES to this Agreement each will bear its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.
- 12.5 **Entire Agreement:** This Agreement is complete, and all promises, representations, understandings, and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both the PARTIES hereto, have been expressed herein.
- 12.6 **Amendment:** This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be effected, except by an instrument in writing signed by both of the PARTIES.
- 12.7 **Assignability:** This Agreement shall be binding upon, and shall be enforceable by, and inure to the benefit of, the PARTIES hereto and their respective successors or assigns, but it shall not be assignable by CONTRACTOR to another private company or any other entity without the prior written consent of the HTFD. Notwithstanding the foregoing, CONTRACTOR'S merger or consolidation with another health care system or entity shall not be considered a transfer or assignment requiring the consent of HTFD provided the surviving entity assumes all of CONTRACTOR'S obligations hereunder.
- 12.8 **Waivers; Severability:** The failure of either of the PARTIES hereto to require the performance

of a term or obligation under this Agreement or the waiver by either of the PARTIES of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement but this Agreement shall be construed as if such invalid or illegal or enforceable provision or part of a provision had never been contained herein.

- 12.9 Section Headings. The Section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.


SECTION 13: MISCELLANEOUS PROVISIONS

- 13.1 Certification. The CONTRACTOR shall be properly certified and licensed by the State of New Jersey, Department of Health and Senior Services.
- 13.2 Grids. The grids for dispatch and response protocols shall be established by HTFD in accordance with Federal and state law.
- 13.3 No Referrals: CONTRACTOR and HTFD expressly acknowledge that the terms and conditions provided for in this Agreement have resulted from arm's length negotiations in good faith between the PARTIES. The PARTIES acknowledge and agree that no benefits to either party provided hereunder are intended to induce, require, or are in any way contingent upon the recommendation, referral, or other arrangement for the provision of any item of service offered by the other party or any affiliate thereof. Further, these terms have not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the PPARTIES. The Parties acknowledge that there is no requirement under this Agreement or any other agreement between the PARTIES that any PARTY or its physicians or personnel refer any patients to any health care provider or purchase any health care goods or services from any source. The PARTIES may refer patients to any entity or person providing services, including the other PARTY, and shall make such referrals consistent with professional medical judgment and the needs and wishes of the relevant patients.
- 13.4 No Excluded Parties. Each PARTY represents and warrants that it is not (i) excluded from participating in any "Federal health care program" as that phrase is defined in 42 U.S.C. § 1320a-7b(f) ("Excluded"), or (ii) debarred, suspended, declared ineligible, or voluntarily excluded by any Federal department or agency (collectively, "Debarred"). In the event that a PARTY, during the Term of this Agreement, is Excluded or Debarred, that PARTY (the "Excluded Party") shall notify the other PARTY (the "Non-Excluded Party") in writing within three (3) business days after receiving notice of such event. Upon the occurrence of such event, whether or not notice is given to the Non-Excluded Party, the Non-Excluded Party may terminate this Agreement immediately upon written notice to the Excluded Party.

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

ATTEST:

HOPEWELL TOWNSHIP
BOARD OF FIRE COMMISSIONERS


Signature

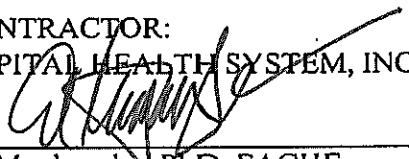
Erick Burd Chairman
Print Name & Title

Dated:

Dated: 8/10/23

ATTEST:

CONTRACTOR:
CAPITAL HEALTH SYSTEM, INC.


Al Maghazeh, PhD, FACHE
President & CEO

Print name and title

Print name and title

Dated:

Dated: 8/15/2023

EXHIBIT A

**Shared Services Agreement between Borough of Pennington and Board of Fire Commissioners of
Hopewell Township Fire District No. 1, dated March, 2023**

SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
PENNINGTON AND THE BOARD OF FIRE COMMISSIONERS
OF HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1

AGREEMENT effective as of March 1, 2023 by and between the Borough of Pennington, a municipal corporation of the State of New Jersey ("Pennington Borough") and the Board of Fire Commissioners of Hopewell Township District No. 1 ("HTFD").

WHEREAS, the Pennington First Aid Squad, which has provided emergency BLS medical services to Pennington Borough for almost 70 years, will terminate its operations effective March 1, 2023;

WHEREAS, Pennington Borough seeks to continue the provision of emergency BLS services in Pennington through HTFD;

WHEREAS, Pennington Borough and HTFD now seek to enter this Shared Services Agreement by which HTFD will provide emergency BLS services to Pennington Borough through an Agreement between HTFD and Capital Health, Inc. ("Capital Health") by which HTFD designates Capital Health the "designated contractor" for providing emergency medical services to Hopewell Township ("HT"), Pennington Borough, and Hopewell Borough ("HB"), for one year commencing on April 3, 2023;

WHEREAS, HTFD has entered into a Shared Services Agreement with the Hopewell Borough Fire District ("HBFD"), dated January 11, 2023, a copy of which is attached hereto made a part hereof as if fully set forth at length;

WHEREAS, Pennington Borough and HTFD also seek to designate HTFD the primary provider of emergency BLS medical services to Pennington Borough from March 1, 2023 through the startup of the contract with Capital Health ("Interim Period"), in addition to any mutual aid services the Parties may render during the Interim Period;

WHEREAS, Pennington Borough and HTFD ~~and~~ are "local units" and the BLS Services are "shared services" within the meaning of N.J.S.A. 40A:65-3;

WHEREAS, Pennington Borough and HTFD have each by Resolution authorized the entry into this Agreement, with a copy available for public inspection at the offices of both Pennington Borough and HTFD, and same has been filed with the Division of Local Government Services in the Department of Community Affairs, and such other State entities as may be required by law;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

Section I. Scope of Services

1. HTFD agrees to provide Emergency Medical Services to Pennington by means of a contract between HTFD, and Capital Health. By the terms of this contract ("Capital Health Contract"), Capital Health is required to provide emergency medical services to Pennington Borough, Hopewell Borough, and Hopewell Township for the benefit of Pennington Borough, Hopewell Borough and Hopewell Township residents and employees, and others in need of such services within the borders of Pennington Borough, Hopewell Borough and Hopewell Township.
2. Pursuant to the Capital Health Contract, HTFD agrees to recognize Capital Health as the "designated contractor" for providing Emergency Medical Services to Hopewell Township, Pennington Borough, and Hopewell Borough, 24 hours a day, seven days a week. (2.1; 3.1).
3. HTFD shall instruct the Mercer County Emergency Services Communications Center (aka Mercer County Central Communications Center or "MCCCC") and the Hopewell Township Police Department that beginning April 3, 2023, they must at all times contact Capital Health to respond to any and all requests for emergency medical services in Pennington. HTFD also agrees that it will work in cooperation with the Hopewell Township Police Department and the MCCCC to ensure that an ambulance is in fact dispatched.
4. The Capital Health Contract requires Capital Health to make all reasonable efforts to respond within two (2) minutes from dispatch. MCCC will assign a mutual aid ambulance to any emergency call when the Capital Health ambulance is on assignment. Mutual Aid will be based on the closest available unit in accordance with established regional response plans.
5. The Capital Health Contract further defines the scope of services to be provided by Capital Health as well as standards of performance, including without limitation requirements pertaining to vehicles and equipment, response times, personnel, post location, quality assurance and insurance and indemnification. The Capital Health Contract also imposes responsibilities on HTFD. HTFD represents that Pennington Borough is intended to be a beneficiary of all of these contract provisions and requirements. {

6. A true copy of the Capital Health Contract is attached to this Agreement and made a part hereof as if fully set forth at length.
7. CHI has expressly acknowledged its consent to this Shared Services Agreement, as required by the Capital Health Contract. (2.3)
8. The term of the Capital Health Contract will be one (1) year beginning on April 3, 2023 and ending on April 3, 2024, subject to early termination for cause. Because the Pennington First Aid Squad is ceasing its operations effective March 1, 2023, HTFD in cooperation with HBFD will provide Pennington full-time primary coverage for emergency services from March 1st to the commencement of the Capital Health Contract in April (Interim Period"). HTFD shall make a reasonable effort to have at least one ambulance in a ready state to respond to calls for emergency medical services 24 hours a day, seven days a week.
9. Pennington Borough shall instruct the MCCCC and the Hopewell Township Police Department Communications Center that beginning March 1, 2023 and during the Interim Period, HTFD must be contacted to respond to any and all requests for emergency services in Pennington. If all HTFD ambulances are on assignment, it is understood that a mutual aid ambulance will be assigned. Mutual Aid will be based on the closest available unit in accordance with established regional response plans.
10. The ambulance dispatched for service by HTFD or HBFD shall meet the requirements of all Federal, State and local laws, regulations and licensure standards and shall be properly equipped and supplied as required by the New Jersey Department of Health. The ambulance shall be staffed by two (2) certified Emergency Medical Technicians, who shall be groomed and neatly dressed in a recognizable uniform with name badge visible, and shall perform their duties in a professional manner. Any person driving an ambulance shall have a valid current driver's license.

Section II. Fees and Costs

1. Under the Capital Health Contract, Capital Health will be paid by HTFD an annual fee of \$200,000. for its services to the three municipalities covered by the Capital Health Contract. In addition, it is expressly understood that Capital Health intends to have the majority of the reimbursement for its services derived from the invoicing of the insurance carrier(s) of the affected patient. (8.1)
2. The Capital Health Contract further provides that payment of the annual fee by HTFD shall ensure that it is held harmless from any additional out-of-pocket expenses related to

Capital Health services, provided Capital Health is not prevented from pursuing all legitimate and eligible sources of third-party reimbursement. (8.2)

3. In exchange for the payment of the annual fee, Capital Health also agrees to waive the collection of any fees for services rendered employees of the three covered municipalities, including Pennington Borough. (8.4)
4. As consideration for this Agreement between Pennington Borough and HTFD, Pennington Borough will pay HTFD a fee representing a proportionate share of the \$200,000. annual fee paid by HTFD to Capital Health. The Pennington Borough share will be based on that percentage of the combined total population of Pennington Borough, Hopewell Borough and Hopewell Township representing Pennington Borough residents. The fee in 2023 shall be \$25,230., payable in two equal installments, on September 1, 2023 and April 3, 2024, respectively.
5. Pennington Borough and HTFD agree that in return for payment of the annual fee Pennington Borough will also be held harmless from any additional out-of-pocket expenses related to Capital Health services, provided Capital Health is not prevented from pursuing all legitimate and eligible sources of third-party reimbursement.
6. Except as provided below with respect to HTFD, the parties understand and agree that when MCCCC assigns a mutual aid ambulance to respond to a call in Pennington Borough, there will be no fee or expense charged to Pennington Borough for that service and the ambulance company performing the service will seek payment if at all only from the patient's insurance provider or the patient. It is understood that HTFD has no responsibility for the billing practices of ambulance services other than HBFD and Union Fire Company & Rescue Squad.
7. HTFD seeks reimbursement of its out-of-pocket administrative expenses in connection with the primary coverage it will provide Pennington Borough during the Interim Period and in connection with its back-up services to Pennington Borough generally following termination of services by the Pennington First Aid Squad. However, because these expenses are difficult to predict at this time, it is agreed that an amount for this purpose shall not be included in this Agreement. Instead, at year end the HTFD and Pennington Borough shall negotiate in good faith to determine the appropriate reimbursement, which shall be subject to appropriation by Pennington Borough in 2024. At all times, HTFD shall nonetheless have the right to bill the patient and any third-party payer for services rendered, which shall include a charge for administrative expense if appropriate.

Section III. Term

This Agreement shall be effective as of March 1, 2023 through April 3, 2024 and shall be renewable by agreement of the parties together with such amendments as they may agree upon. The parties further agree that on or before November 1, 2023, each of them shall provide notice to the other whether it elects to renew the Agreement.

Section IV. Liability

Pennington Borough and HTFD shall each be responsible for acts of their own negligence arising out of or relating to the performance of any activity under the terms of this Agreement consistent with the provisions of the New Jersey Tort Claims Act, *N.J.S.A. 59:1, et seq.*

Section V. Insurance/Indemnification

1. **Liability Insurance.** HTFD 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 individual claim and \$3,000,000 in the annual aggregate, naming Pennington as an additional insured as appropriate. HTFD will provide Pennington with a Certificate of Insurance evidencing such coverage during each year of this Agreement.
2. Pennington Borough 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 individual claim and \$3,000,000 in the annual aggregate, naming HTFD as an additional insured as appropriate. Pennington Borough will provide HTFD with a Certificate of Insurance evidencing such coverage during each year of this Agreement.
3. **Automobile Liability Insurance.** HTFD agrees that at all times throughout the duration of this Agreement, HTFD will maintain Automobile Liability Insurance covering owned, hired and non-owned and/or non-hired and non-owned, as applicable, vehicles used in performance of this Agreement, with limits of not less than \$1,000,000 per individual and \$3,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage.
4. **Workers Compensation.** HTFD agrees that at all times throughout the duration of this Agreement it will maintain Workers Compensation coverage on all personnel engaged in performance of this Agreement, as required by and in amounts specified under New Jersey law.

5. It is the intent of the parties that Pennington Borough shall be a named insured in all policies of liability insurance provided by Capital Health coverages under the Capital Health Contract. HTFD shall exert best efforts to have the Capital Health policies amended accordingly.
6. Indemnification. (a) HTFD agrees to indemnify and hold harmless Pennington Borough from all demands, claims, lawsuits, causes of action, 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 acts or omissions of Capital Health, its representatives, agents, officers or employees, in the performance of their duties and responsibilities under this Agreement. (b) HTFD and Pennington Borough each agree to indemnify and hold harmless the other from all demands, claims, lawsuits, causes of action, 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 acts or omissions of their respective representatives, agents, officers or employees, in the performance of their duties and responsibilities under this Agreement.

Section VI. General Provisions

1. Notices. All notices hereunder shall be deemed to have been fully given if delivered by hand or transmitted via email (if followed by a copy by regular mail within three business days) or mailed by certified mail:

To Pennington -

Elizabeth Sterling, Borough Clerk
Pennington Borough Hall
30 N. Main Street
Pennington, NJ 08534
Tel: 609-737-0276
Fax:
esterling@penningtonboro.org

To HTFD

Erick Burd, Chairman
Hopewell Township Fire District No. 1
201 Washington Crossing-Titusville Road
Titusville, New Jersey 08560
Tel:
Fax:
eburd@hopewelltwfire.org

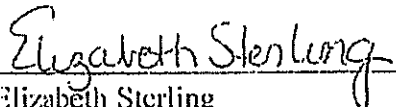
2. Compliance with Law. In performing this Agreement, HTFD shall comply with all applicable federal, state, and local laws and regulations.

3. **Governing law.** This Agreement shall be governed by the law of the State of New Jersey. Any suit or action in law or in equity relating to this Agreement shall be brought in a court within the State of New Jersey.
4. **Entire Agreement.** This Agreement is complete, and all promises, representations, understandings, and agreements with reference to the subject matter hereof, and all inducements to the making of this Agreement relied upon by both parties, have been expressed herein.
5. **Amendment.** This Agreement may not be amended, and any waiver, change, modification, consent or discharge may not be affected except by an instrument in writing signed by both parties.
6. **Assignability.** This Agreement shall be binding upon and shall be enforceable by and inure to the benefit of the parties and their respective successors and assigns, but it shall not be assignable by HTFD to any other entity without the prior written consent of Pennington.
7. **Waivers/ Severability.** The failure of either of the parties to require the performance of a term or obligation under this Agreement or the waiver of either of the parties of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision or part thereof had never been contained herein.
8. **Consultation.** The parties agree to consult with each other and with Capital Health on an ongoing basis to ensure in good faith the implementation of this Agreement in accord with its intended purposes. Consultation may include making such amendments to this Agreement as may be agreed upon. The parties acknowledge that the Capital Health Agreement may itself be subject to amendment over time and therefore may require related amendments to this Agreement, to be agreed upon.

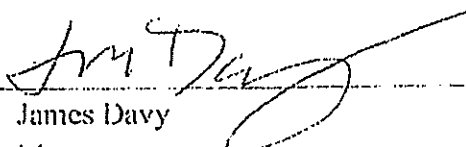
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SIGNATURES ON FOLLOWING PAGE

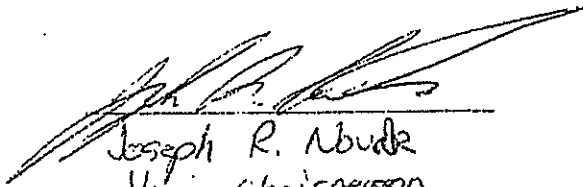
ATTEST:


Elizabeth Sterling
Borough Clerk

BOROUGH OF PENNINGTON

By: 
James Davy
Mayor

ATTEST:


Joseph R. Nubke
Vice Chairperson

HOPEWELL TOWNSHIP
BOARD OF FIRE COMMISSIONERS


By: 
Erick Burd
Chairperson

EXHIBIT B

**Shared Services Agreement for Emergency Services between Hopewell Township and Hopewell
Borough Boards of Fire Commissioners, Mercer County, State of New Jersey, dated 1/11/2023**

SHARED SERVICE AGREEMENT FOR
EMERGENCY MEDICAL SERVICES BETWEEN THE HOPEWELL
TOWNSHIP AND HOPEWELL BOROUGH BOARDS OF FIRE
COMMISSIONERS OF MERCER COUNTY STATE OF NEW JERSEY

THIS AGREEMENT is made this 11 day of January, 2023, by and between the Hopewell Township Fire District #1, a public fire district incorporated under Title 40A of the statutes of the State of New Jersey, having its principal offices at 201 Washington Crossing - Pennington Road, Titusville, New Jersey, 08560 (the "HTFD"), and the Hopewell Borough Fire District having its principal offices at 4 Columbia Ave, Hopewell, New Jersey, 08525 (the "HBFD") HTFD and HBFD are collectively referred to as the "Parties". The Hopewell Fire Department Emergency Medical Unit who operates as an entity under the HBFD shall be referred to as "EMU".

WITNESSETH

WHEREAS, the District is a fire district created by Ordinance 761-88 in accordance with N.J.S.A. 40A:14-70, et seq.; and

WHEREAS, the District provides emergency medical services (EMS) to the communities of Hopewell Township, Hopewell Borough, and Pennington Borough, and to the general community as needed; and

WHEREAS, HBFD also provides EMS to Hopewell Borough, areas of Hopewell Township, and to the general community as needed; and

WHEREAS, the HTFD and the HBFD desire to enter into an agreement that structures the relationship between the Parties regarding the provision of EMS to the community; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A-65-1, et seq., authorizes the Parties to enter into such an agreement for shared services.

NOW, THEREFORE, the Parties hereto, intending to be legally bound, in consideration of the mutual covenants and promises made herein, and for other good and valuable consideration as set forth herein, do hereby mutually covenant and agree as follows:

1. Scope of Services

a. Contracted Emergency Medical Services: HTFD agrees to provide one (1) fully staffed ambulance by Capital Health Emergency Medical Services to supplement any primary emergency medical calls in the Borough of Hopewell 24 hours a day, to its' best ability. This would only apply to initial emergency medical services requests, as any secondary, tertiary or further calls for service would be handled by Hopewell FD Emergency Medical Unit (EMU) or the next closest available mutual aid unit.

b. Reimbursement: The HBFD agrees to reimburse HTFD for the actual costs related to this agreement provided by

Capital Health Emergency Medical Services set forth in appendix "A". Both Districts agree hereto that costs associated with providing EMS services will be determined by the most current recorded U.S. Census for the Municipality. This percentage will be divided amongst the total population of Hopewell Valley and applied to each Municipalities financial responsibility. Compensation shall be made in four quarterly payments, set forth in appendix "B".

c. Medical Direction: The District will provide the EMU and HBFD Medical Direction on an annual basis at no cost.

d. Billing: The HBFD shall agree to continue to make an effort to move towards a soft billing structure for any EMS calls for service they may handle in the Borough or Township response areas. Presently, neither Districts bill patients for EMS, however the Parties agree to negotiate in good faith to share these funds in the future should the Parties begin to soft bill patients for EMS. The Parties agree that this requires HBFD to obtain NJ DOH State Licensure for any ambulance operated by HBFD or EMU at their own cost.

e. Medical Supplies: The District agrees to provide medical supplies, as available, to the EMU and HBFD through its EMS Central Supply at no cost. However, should a fee be

needed in the future to cover these materials, the Parties agree to negotiate the amount in good faith, utilizing the current cost sharing matrix proposed in section 1b.

2. Term

The Term of this Agreement shall be March 01, 2023 commencing on the effective date of this Agreement, or unless terminated as set forth in section 3. In the event a successor agreement is not executed before February 29, 2024, this present Agreement shall continue in full force until said successor Agreement has been executed and become effective between the parties.

3. Termination

- a. Termination for Cause: This Agreement may be terminated for cause by either Party, provided that written notice of the grounds for termination have been provided to the breaching party and such Party fails to remedy such breach within thirty (30) days of receipt of such notice.
- b. Termination Without Cause: This Agreement may be terminated by either Party during its term without cause upon ninety (90) days written notice to the other Party. The obligations of each Party under this Agreement shall

continue in full force and effect until the effective date of termination.

4. Insurance

The Parties each agree to maintain comprehensive general liability, professional liability, apparatus/automotive insurance, and workers compensation insurance during the Term of this Agreement. The HBFD may obtain such insurance by and through their own choice or Hopewell Township JIF as needed.

5. Indemnification

Each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, agents, members, employees, officials, agents, and volunteers, against and from all liabilities, judgments, threatened, pending, or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including reasonable attorneys' fees and court costs) including without limitation, liabilities for property damage or liabilities for injury or death of a person, resulting from that Party's performance of the Agreement or through any act or omission on the part of the Party or any of its officers, agents, members, employees, officials, and volunteers, in any manner related to the services provided under this Agreement. Where EMS responses are

jointly made, any such potential liability shall be shared jointly and severally between the Parties, except and unless such liability may be clearly and directly apportioned against one Party or its officers, agents, members, employees, officials, and volunteers.

6. Miscellaneous

- a. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey. The Parties agree to the jurisdiction of the Courts or administrative tribunals of the State of New Jersey, or the U.S. District Court, District of New Jersey, as sole venue for any causes of action brought under this Agreement.
- b. Authority to Enter Agreement: Each Party represents that it has the power and authorization to enter into this Agreement as its legal and binding obligation and that there is no pending or threatened litigation against by or against it that will, or has the potential to, cause a material adverse impact on the Party's performance obligations under this Agreement.
- c. Entire Agreement: This Agreement constitutes and expresses the complete and entire Agreement and understanding of the Parties hereto with reference to the subject matter hereof; all prior promises,

representations, agreements, understandings, and arrangements relative thereto being herein merged.

- d. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns, if any.
- e. Modifications: The provisions of this Agreement may be amended, modified, and/or supplemented from time to time by a written instrument approved by each Party hereto.
- f. Severability: The provisions of this Agreement are intended to be severable. If any term or provision hereof is held to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement.

IN WITNESS HEREOF, as set forth below, the Parties have caused this instrument to be executed by the Hopewell Township Fire District #1 pursuant to a Resolution passed by the majority of the Board members for said purpose, and the Hopewell Borough Fire District #1 pursuant to a Resolution passed by the majority of the Board members for said purpose, as of this 11 day of January, 2023.

ATTEST:

HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
Board of Fire Commissioners

William S. Miller SR
Borough Clerk

Erik Burd
Erik Burd, Chairperson

ATTEST:

HOPEWELL BOROUGH FIRE DISTRICT NO.1
Board of Fire Commissioners

William S. Miller SR
Borough Clerk

C. Schuyler Morehouse
C. Schuyler Morehouse, Chairperson

APPENDIX A

Cost for one ambulance 24-hours a day 7 days a week providing emergency medical services from March 1, 2023 until February 29, 2024 will be:

\$17,270.00

APPENDIX B

Quarterly payments shall be due on:

March 23, 2023	\$4,317.50
June 22, 2023	\$4,317.50
September 28, 2023	\$4,317.50
December 28, 2023	\$4,317.50