

Alexander, Kerry

From: JoAnn Keegan <joannkeegan@hotmail.com>
Sent: Tuesday, March 19, 2019 11:34 AM
To: Alexander, Kerry
Subject: Fwd: Redline version of Trinity EMS contract
Attachments: Trinity EMS Inc. 2019.docx; ATT00001.htm

BOH
4-3-19

Would you print out this draft for the Board's review at the next meeting and add it to the agenda. Thanks so much, JoAnn

Sent from my iPhone

Begin forwarded message:

From: "O'Connor, Christine" <CO'Connor@lowellma.gov>
Date: March 19, 2019 at 11:24:19 AM EDT
To: "Richardson, Kelly" <KRichardson@lowellma.gov>, "Baldwin, Conor" <CBaldwin@lowellma.gov>, "Vigroux, Kerran" <KVigroux@lowellma.gov>, "joannkeegan@hotmail.com" <joannkeegan@hotmail.com>
Cc: "Donoghue, Eileen" <EDonoghue@lowellma.gov>, "Marcotte, Sarah G." <SMarcotte@lowellma.gov>
Subject: Redline version of Trinity EMS contract

All,

Attached is the redline draft of the Trinity contract for review. Conor asked that we hold it, for possible changes to the Fee Schedule. Currently the contract provides a 3.5% escalator for dispatch services performed by the City. Once Conor in conjunction with the LPD completes his review, we can finalize the contract. In the meantime, let me know if any further changes are need in the contract itself. Thanks

Christine P. O'Connor | *City Solicitor*
City of Lowell - Law Department
City Hall, 375 Merrimack Street, 3rd Floor | Lowell, MA 01852-5909
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AGREEMENT FOR PROVISION OF PRIMARY AMBULANCE SERVICE BETWEEN
TRINITY EMS, INC.
AND
CITY OF LOWELL, MASSACHUSETTS

THIS AGREEMENT made and entered into this Eleventh day of March, 2019, by and between TRINITY EMS, INC., a domestic profit corporation duly organized with a principal place of business ~~at by law and having a usual place of business~~ at 1221 Westford Street, Lowell, MA 01853, hereinafter called "CONTRACTOR", and the CITY OF LOWELL, a municipal corporation duly established by law and located in ~~Middlesex said~~ County and Commonwealth of Massachusetts, acting by and through its Board of Health, hereinafter called "CITY", WITNESSETH: That

WHEREAS, the City of Lowell through the Board of Health under Chapter 100 section 1 of the City Ordinances desires to obtain emergency medical services (EMS), patient ~~transportation~~ services, and mobile integrated healthcare services/community paramedic program at the Basic Life Support (BLS) and Advanced Life Support (ALS) level, as hereinafter set forth, for the City of Lowell for the period commencing July 1, 2019 and terminating June 30, 2021. The City reserves the right, at its own discretion, to renew the contract for two (2) additional one (1) year terms; and

WHEREAS, the CONTRACTOR is willing to provide such ambulance service in accordance with local regulations and all State Laws and Rules and Regulations promulgated thereunder, knowledge of which it is charged.

NOW, THEREFORE, in consideration of the mutual agreements of the parties hereinafter set forth, the parties agree as follows:

SECTION I: IN GENERAL

1. The CONTRACTOR shall render such ambulance service for the City of Lowell, at no cost to the City, during the period commencing July 1, 2019 through June 30, 2021. The City reserves the right, at its own discretion, to renew the contract for two (2) additional one (1) year terms.
2. The CONTRACTOR shall be a certified and licensed Ambulance Provider and approved by the Commonwealth of Massachusetts' Department of Public Health and by Medicare and Medicaid.
3. The CONTRACTOR agrees that it will furnish Class I BLS & ALS ambulance services in conformity with all applicable Federal, State, and Local Laws and Regulations including but not limited to: Health Insurance Portability & Accountability Act; 29 CFR 1910.1030, 1200, 132, and 134; MA 105 CMR 170.000, 172.000 et al, and MA 201 CMR 17.000 et al and scope of services as described within this agreement.