

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 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 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, 2022. 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, 2022. 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.

4. Failure to perform in accordance with the terms and conditions of this Agreement shall be cause for termination of the Agreement and from the right to use the 911 Communications/Dispatch Center at the Lowell Police Station and/or Fire Station.
5. The City reserves the right to inspect the ambulances, equipment, and dispatch center at any time for sanitary conditions.
6. The CONTRACTOR agrees to transport City of Lowell personnel and employees who become injured or ill during the performance of their City duties at no charge to the City of Lowell or the employee.
7. The CONTRACTOR must, at all times relevant to this contract period, be current on all state taxes due the Commonwealth of Massachusetts and Federal taxes due to the Internal Revenue Service and Local taxes, fees, assessments and any other charges due to the City of Lowell.
8. As part of the consideration hereof, it is hereby agreed by and between the parties hereto that in the event the CONTRACTOR provides ambulance service to a beneficiary of health insurance under Title XVIII of the Social Security Act, that the CONTRACTOR shall not charge to or collect from such beneficiary any amount in excess of the amount approved for that medically necessary service as determined by the United States Secretary of Health and Human Services, pursuant to Chapter 70 of the Acts of 1995.
9. The CONTRACTOR agrees to participate in meetings, functions, committees, etc. as requested by the City of Lowell to monitor, enhance, or improve emergency medical services provided to the visitors and residents of Lowell, including but not limited to the development and implementation of a Mobile Integrated Healthcare Service / Community Paramedic Program (MIHC).
 - a. MIHC is a multi-disciplinary – full system approach to enhancing patient care services to the visitors and residents of Lowell, MA.
10. The CONTRACTOR shall give their personal attention constantly to the faithful performance of the work and shall keep the same under their personal control and shall not assign nor sublet the work or any part thereof without the previous written consent of the CITY and shall not, either legally or equitably, assign any of the monies payable under this Agreement or his claim thereto unless by and with the written consent of the CITY.

SECTION II: EMS & PATIENT TRANSPORT SERVICES

1. The CONTRACTOR shall furnish all the usual and necessary ambulance services at the BLS & ALS levels, with the services incident thereto, for the transportation of Lowell residents and visitors within the City limits of Lowell in response to 911 calls.
2. The CONTRACTOR shall maintain and keep all the ambulances required to be used under this Agreement for EMS in good mechanical and operating condition to be

checked every ninety (90) days by an automobile mechanic, that in the performance of services required under said Agreement, the CONTRACTOR will keep the ambulance or ambulances used in the performance of said Agreement in a heated garage or building at all times when used in service under said Agreement, except when in response to a call in the performance of service under said Agreement, or when out of service and undergoing repairs, and shall furnish and pay all Emergency Medical Technicians, and shall supply the gasoline, oil and other things necessary for the operation and storage of said ambulances. Said ambulances shall be equipped with two-way communications radio ability such that full cooperation can be obtained between them and the 911 Communications Center of the CITY OF LOWELL. Said ambulances shall also be equipped so as to render all the usual and necessary services incident to the transportation of those requiring ambulance service, and shall also be equipped so as to provide to whomsoever may be in need thereof during the time ambulance service is rendered. Each ambulance shall also be equipped with all necessary equipment per Federal K.K.K. specifications and Commonwealth of Massachusetts DPH, OEMS regulations and laws. That the personnel used in manning the ambulance or ambulances, used in the performance of service under said Agreement, while in such service, will wear a uniform and identification badge as heretofore agreed upon by the CONTRACTOR and the Board of Health of the CITY, as further requested by state law, if applicable.

3. The ambulances to be used in the performance of this agreement shall be stored in a place conveniently located within the boundaries of the CITY and ready for instant and immediate service calls. The Contractor shall supply and provide to the City of Lowell sufficient BLS & ALS primary ambulances to meet the needs of the City's EMS call volume. These assets will be determined based on twenty-seven (27) years historical data serving the City of Lowell and obtained by the CONTRACTOR's ZOLL, Inc. "DispatchPro" analytical software.
 - a. At minimum the CONTRACTOR will provide four (4) transport ambulances for immediate response
 - i. Three (3) BLS ambulances
 - ii. One (1) ALS ambulance
4. The CONTRACTOR will provide two (2) ambulances for backup based on time criteria established in Section II part 8.
 - a. The Board of Health reserves the right to request via mutual negotiation addendums to the contract to enhance and improve the EMS System within the CITY including but not limited to dedicated units.
5. The licensed ambulances must be in good working order mechanically. All ambulances must be built to Federal K.K.K. specifications or as defined by the Commonwealth of Massachusetts' Laws & Regulations for ambulances. All Ambulances must be equipped with communication equipment and functionality on such wave lengths and frequencies that obtain full interoperability between the ambulances, the Police, Fire

Departments, E-911 Emergency Dispatch Center, and communication with the hospitals.

6. One Ambulance shall be dispatched to second-alarm fires, or as requested by the Fire Department or the 911 Communication Center. In addition,
 - a. The CONTRACTOR will work with the Police and Fire Departments to develop a comprehensive rehabilitation program to meet or exceed NFPA 1584 and the Commonwealth of Massachusetts' criteria.
 - b. The CONTRACTOR once the program is established will work collaboratively with the Departments to perform joint training exercises on the existence, utilization, and implementation of said program.
7. The CONTRACTOR will dispatch an EMS Unit to the Lock-up when requested to evaluate, treat, and transport detainees in compliance with Massachusetts Statewide Emergency Medical Services Pre-hospital Treatment Protocols and in conjunction with any policy and procedure referenced to Section VI part 3.
8. The CONTRACTOR will provide services twenty-four (24) hours per day seven (7) days a week with appropriately certified personnel as defined by 105 CMR 170.305.
 - a. Response times as defined by 105 CMR 170.000 et al shall be eight (8) minutes or less ninety (90) percent of the time.
 - b. Back up units shall be available within ten (10) minutes.
9. The CONTRACTOR must be so equipped both by telephone at its principal place of business and by communications ability, maintaining its own base station licensed by the FCC on emergency band above 35 mgs., and by radio in the ambulance, so as to receive and shall not refuse to respond and provide service for all calls that are deemed medically necessary. The ambulance company will be granted a right to telephone and radio connection with the Police Department, Fire Department and said E-911 Emergency Dispatch Center. The CONTRACTOR will obtain and maintain a Secondary P-SAP Designation as defined by the Commonwealth of Massachusetts Laws and Regulations.
10. The CONTRACTOR agrees to operate and equip its BLS and ALS transport units in accordance with all applicable state and federal laws and regulations including but not limited to patient monitoring, treatment, and communication equipment. The CONTRACTOR further agrees to conduct all service operations in compliance with state and federal laws and regulations, the Commonwealth of Massachusetts Department of

Public Health, Office of Emergency Medical Services' Statewide Treatment Protocols, Ambulance Point of Entry Guidelines, Communications Plan and Mass Casualty Plan.

11. The CONTRACTOR shall be allowed to use and maintain agreements, affiliations, and contracts for the supply of supplemental or back-up services for Basic Life Support and Advanced Life Support. Any such agreements, affiliations, or contracts including any hospital affiliate partners or medical directors with the CONTRACTOR for services rendered in the City of Lowell are subject to review and approval by the City. The CONTRACTOR shall require all entities with whom it contracts, affiliates, or enters into an agreement for supplemental or back-up services to comply with all standards, guidelines, services, procedures and protocols for Basic Life Support and Advanced Life Support services required by state and federal law and regulation and as articulated in this agreement.
12. Board of Health, or its agent, reserves the right to inspect the Contractors' ambulances and dispatch center at any time, including any subcontractors' ambulances and place of operations.

SECTION III: INFECTION CONTROL

1. The CONTRACTOR will comply with all Federal & State Regulations as they relate to treating and transporting contagious & infectious disease patients.
2. The CONTRACTOR will collaborate with the Public Health Director or designee when called in by a member of the Public or City employee to collect and dispose of a dirty needle.

SECTION IV: DISPATCH/EMD

1. The CONTRACTOR shall be so equipped as to receive a call for service by telephone at its principal place of business, by two-way radio communication capability maintained in the ambulance and at the Dispatch Center at the principal place of business, and from the City of Lowell 911 Communications Center.
2. All CONTRACTOR and any SUB-contractor response units shall have a GPS-AVL system installed. The CONTRACTOR shall make GPS data in real time available to the CITY including the Police and Fire Departments if requested.
3. For all 911 calls for emergency medical services requiring ambulance services that the CITY receives at its 911 Communications Center, the CITY will have the option to transfer such calls to the CONTRACTOR's dispatch center. The CITY hereby designates
the CONTRACTOR's dispatch center as the primary Medical Dispatch Center for the

City of Lowell for 911 calls transferred.

4. The CONTRACTOR agrees to employ certified Emergency Medical Dispatchers (EMD) at its dispatch center. The CONTRACTOR shall have sole authority over the dispatch and utilization of EMS resources within the City of Lowell for 911 calls.
5. The CONTRACTOR will provide EMD dispatching services 24 hours per day, 7 days per week, once the City transfers a 911 caller. The parties agree that the CONTRACTOR will operate the EMD system in collaboration with the City's Police & Fire dispatching systems and in compliance with the Commonwealth of Massachusetts' Laws & Regulations.
6. The parties agree that the CONTRACTOR may utilize back up services for Dispatching, BLS and ALS services as needed to provide and facilitate a comprehensive EMS System to the visitors and residents of Lowell, Massachusetts.
7. As part of the consideration hereof, it is hereby agreed by and between the parties hereto that the CONTRACTOR shall have the exclusive right to be notified of any emergency situation requiring any emergency medical services or mobile integrated healthcare services which has been communicated to the 911 Communication Center and it shall be the responsibility of the CONTRACTOR, to respond thereto. The parties agree that the CONTRACTOR will provide the services described in this agreement at no cost to the City. The parties agree and recognize that this contract is not subject to MGL Ch. 30B.
8. The CONTRACTOR shall perform dispatch operations in accordance with the following standards:
 - a. The CONTRACTOR's EMDs shall utilize the Medical Priority Dispatch System (MPDS) developed by the National Academies of Emergency Dispatch and licensed by the Academy to the Priority Dispatch Corporation, and shall perform dispatch operations in conformity with the MPDS software.
 - b. The CONTRACTOR and its agents, employees and representatives, including but not limited to EMDs, shall perform all dispatch operations in accordance with the applicable local, state and federal ordinances, rules, regulations and statutes.
9. The CONTRACTOR shall pay recoverable costs to the City for Dispatching Fees according to Exhibit A, Dispatch Fee Schedule.
 - a. The Recoverable Costs are calculated based on the percentage of medical dispatch calls performed by the City and the associated costs of such.
 - b. The Recoverable Costs shall be paid in equal monthly payments during the contractual year.

- c. An escalator clause shall be applied in the amount of the rate of inflation as posted by the Federal Government in January of that calendar year plus two percent (2.0%) to a maximum escalation of three and a half percent (3.5%) in any calendar year during the length of this Agreement.
- d. Pursuant to the City exercising the option to renew the Agreement for one year, see Exhibit A for Dispatch Fee Schedule for fiscal years 2023 and 2024.

SECTION V: RECORD KEEPING/REPORTING/PERFORMANCE REVIEWS

1. All record keeping shall be as prescribed by the regulations in 105 CMR 170.345.
2. The CONTRACTOR agrees to provide to the Director of Health for review internal Policies & Procedures relative to the performance of the services provided within this agreement.
3. The CONTRACTOR agrees to produce Performance Reports as requested by the Board of Health or its Designee in compliance with applicable Federal and State Laws.
4. Summary report data may include, at a minimum, data and sufficient descriptions of all EMS services provided during the previous quarter, opioid crisis reports, response times in exceedances of NFPA standards, personnel changes and certification levels, trainings provided and attended, complaints against the EMS provider, and community service events supported.
5. The CONTRACTOR shall report to the Board of Health within seventy-two (72) hours of the event all incidents of fire, theft, and vandalism that affect a vehicle, as well as any motor vehicle accident affecting an ambulance.
6. The CONTRACTOR agrees to participate in periodic reviews of performance or services provided under this agreement.
7. The CONTRACTOR will provide to the extent possible by law specific case review information that is necessary in the evaluation, assessment, or resolution of issues brought forward regarding services provided under this agreement.

SECTION VI: TRAINING

1. The CONTRACTOR will collaborate & assist the Police & Fire Departments in developing training programs to comply with the Commonwealth's transition to the National Educational Standards & National Registry of Emergency Medical Technician standards.

2. The CONTRACTOR will open Company training opportunities to the Police, Fire, Public Health, and School Nursing Departments when appropriate to include but not limited to Cardiopulmonary Resuscitation, Train-the-Trainer Programs, and Emergency Medical Technician continuing and refresher education opportunities at the Trinity Employee rate.
3. The CONTRACTOR will assist the Police Department in developing strategies or programs to address in-custody health concerns in compliance with 105 CMR 170.000 et. al. This may include but is not limited to patient monitoring equipment, documentation processes, protocols, and training for such.
4. Training costs will be the cost of materials plus a sixty dollars (\$60.00) per hour per instructor fee.

SECTION VII: INSURANCES

1. The company shall maintain the following insurance:

Worker's Compensation as required by MGLA C.152; the CONTRACTOR shall carry liability and property damage insurance at its own expense on all vehicles used in the performance of its contract. The CONTRACTOR must be insured for the sum of at least \$3,000,000.00 for property damage per vehicle and \$3,000,000.00 for injuries to or death of anyone person, and \$3,000,000.00 for injuries to or death of more than one person. Also, the CONTRACTOR must carry an overall liability policy of at least \$3,000,000.00 and a malpractice policy of at least \$3,000,000.00. Certificates of Insurance shall be, submitted in triplicate to the City before execution of the Contract. Also, an overall liability policy of at least THREE MILLION (\$3,000,000.00) DOLLARS and a malpractice policy of at least THREE MILLION (\$3,000,000.00) DOLLARS.
2. The said CONTRACTOR agrees that before commencing any work to be done under this Agreement, it shall provide, at its own cost and expense, insurance for the payment of compensation and the furnishing of other benefits under the provisions of General Laws, Chapter 152, and amendments thereto, to cover all employees to be employed by the CONTRACTOR in connection with the work to be done under this Agreement; and the said CONTRACTOR agrees that it shall continue in force and effect said policy of insurance during the period covered by this Agreement. Failure to provide and continue in force, said insurance shall be deemed a material breach of this Agreement and shall operate, without notice of any kind to the said CONTRACTOR, as an immediate termination of this Agreement. The City shall at all times be named as additional insured. In the event that the CITY should be obliged or required to pay compensation or furnish benefits to any of the said CONTRACTOR'S employees, in accordance with the provisions of General Laws, Chapter 152, and amendments thereto, the said CONTRACTOR agrees that it will reimburse and indemnify the said CITY from any payments it may be obliged or required to make under the provisions of General Laws, Chapter 152, and amendments thereto.

3. This Contract shall not be in force until the CONTRACTOR has executed and delivered to the CITY a performance and payment bond acceptable to the CITY in an amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each. The Performance Bond is for the faithful performance of the contract. The Payment Bond is for the payment of all persons performing labor or furnishing materials. Both must be prepaid in the form of a Performance and Payment Bond, with such surety company or companies as are approved by the City and registered and licensed to do business in the Commonwealth of Massachusetts. Signatories to the contract bonds must file with each bond a certified copy of their power of attorney or authority to sign said bonds. The following shall be the conditions precedent before the CITY may draw on the performance security: (i) the City declares Contractor in Material Breach; (ii) the Contractor fails to cure the Material Breach within thirty (30) days; and (iii) the City terminates the Agreement. However, if Contractor has stopped providing EMS service in the City, the City may draw on the performance security immediately.

SECTION VIII: TERMS, TRANSFER, ASSIGNMENT & TERMINATION

1. It is further agreed that the City of Lowell may terminate this Agreement at any time, upon any material breach, upon fourteen (14) days' written notice to the other party, sent by certified mail, to the usual place of business of the other party.
2. It is further agreed by the CONTRACTOR that, in the event the CITY is sued in a court of law or equity, or demand is made upon the CITY for payment of any damages arising out of the CONTRACTOR'S performance or non-performance of this Contract, then the CONTRACTOR, without reservation, shall indemnify and hold harmless the CITY against any and all claims arising out of the CONTRACTOR'S performance or non-performance of the Agreement.
3. If any provisions of the Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.
4. The City reserves the right to terminate the contract at any time during its term upon ninety (90) days' written notice to the other party sent by certified mail to the usual place of business of the CONTRACTOR.
5. The Agreement shall not be transferred or assigned, including transfer or assignment through bankruptcy or insolvency proceeding or pledging of assets, or through sale of the firm by merger or acquisition, without the prior written consent of the Board of Health and the City Manager. The Operator shall submit to the Manager, for review on the matter of any proposed transfer of License, a copy of written approval from the Department of Public Health for such a transfer, and the License, as issued pursuant to the Statutes.
6. The CONTRACTOR shall at all times strictly comply with the requirements of 105 CMR 170 et seq., and any amendments thereto, which governs ambulance services within the Commonwealth of Massachusetts.

7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under the contract and for all acts of its agents and employees, and agrees that it will indemnify and hold harmless the CITY, its officers, board, committees, agents, servants and employees from any and all loss, damage, costs, charges, expenses and claims which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its officers, boards, committees, agents, servants or employees and will pay promptly on demand all reasonable costs and expenses of the defense thereof, including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act, or other employee benefits act.
8. The Term of contract shall be up to three (3) years commencing on July 1, 2019 and terminating June 30, 2022. The CITY reserves the right, at its own discretion, to renew the contract for two (2) additional one (1) year terms, unless sooner terminated. If the CONTRACTOR fails to comply with any and all terms of this contract, the CITY at its option may declare the CONTRACTOR in default, upon ninety (90) days written notice to terminate the contract and pursue any remedies available by law or in equity for any loss or damage the City sustained.
9. The CONTRACTOR shall be subject to satisfactory examination of all required documents by the CITY.
10. This Contract is subject to all laws, federal, state and local, as well as any service zone plans which are applicable to this Contract, and it is presumed that the CONTRACTOR is cognizant thereof.
11. The undersigned certifies under penalties of perjury that this agreement has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.
12. The CONTRACTOR certifies that any and all taxes and municipal fees due and owing to the City of Lowell have been paid in full.

IN WITNESS WHEREOF, the said TRINITY EMS, INC., and the said CITY OF LOWELL, have hereto and to a duplicate the triplicate hereof caused their corporate seals to be affixed, and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

APPROVED:

TRINITY EMS, INC.,

Eileen M. Donoghue
City Manager

John Chemaly, President

Gary Sepe, Vice President

Federal I.D. or Social Security No.

APPROVED AS TO FORM:

CITY OF LOWELL

Christine P. O'Connor
City Solicitor

Date: _____

Bryan Perry
City Auditor

P. Michael Vaughn
Chief Procurement Officer

BOARD OF HEALTH