

OLD BUSINESS

6-30-08

June 17, 2008

GTA ENGINEERING
818 Montgomery St.
Fall River, MA 02720
Tel: (774) 644-9623

Jeanne Spalding, Health Officer
Middleboro, MA

Re: Tispaquin Street, Middleboro, MA Map 66 Lot 6325
Applicant: Fadi Heneine

Dear Ms. Spalding:

In response to your telephone call to me today regarding proposed revision of the septic plan to relocate the soil absorption system (SAS), enclosed please find 5 revised copies of the septic system plan dated June 17, 2008 (4th Revision), following are mitigation to insure protection of public health regarding horizontal separation to proposed well:

- A 40 Mil liner is proposed around the 5' overdig. A 10' high liner will be used on the side of the proposed well and the brook, and a 4' high liner will be used on the opposite side of the well.
- An Eljen In-Drain Geotextile Sand Filter is proposed instead of a conventional system. This system has been recently approved by DEP for General Use, it pre-treats the effluent with a two-stage Biomat fabric. This treatment and long time acceptance rate is 3 to 10 times that of conventional system. Also, a 4' separation between the bottom of sand underlying the SAS & the High Ground Water Table is proposed, it is noted that a 2' separation is allowed by DEP.
- A deep drilled well is proposed to be installed instead of a shallow one.
- The Eljen In-Drain Geotextile Sand Filter is proposed at TP #A1 instead of TP #A2 which has the slower perk rate of 8 MPI, and is located further away from the proposed well.
- No work, including the proposed well, is proposed within 25' of the wetland line.

Your review and approval of this plan is greatly appreciated. Should you have any questions please call me at the above telephone number, or if you prefer I am available to meet with you at your convenience to discuss this proposal.

Thank you for your cooperation.

Sincerely,



George T. Ayoub, PE, LSIT

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

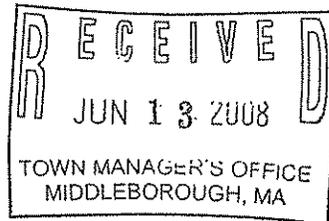
GEORGE C. DECAS
DANIEL F. MURRAY
WILLIAM C. DECAS

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201

FAX (508) 947-7147

WAREHAM OFFICE:
219 MAIN STREET
(508) 255-2115

June 10, 2008



Stephen Lombard, Town Manager
(via FAX#: 508-946-2320)

RE: Ambulance Agreement with AMR (7/1/2008 to 6/30/2010)

Dear Steve:

You asked me to review the referenced agreement.

I have the following comments:

1. The usual Chapter 62C, Section 49A certification affidavit signed by the contractor should be attached to the contract. I enclose a copy of the certification from the previous contract.
2. The date should be stated on page 12.
3. Page 9 – Section L-(1) The monthly payments should be inserted in (a), (b), and (c). I also suggest that an additional statement should be added at the end of Section (L)(1) as follows: AMR shall submit a monthly invoice to the Town Accountant on the first day of each month starting on August 1, 2008 for monthly payments. Each invoice shall be for the month immediately preceding the invoice.
4. Section (M)(3) – 4th line - The phrase “successful AMR” should be “Board of Selectmen”.

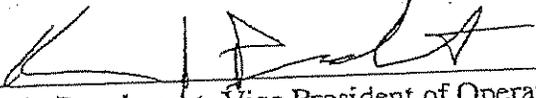
I approve the form of the agreement subject to the above comments.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
#11,084
Enclosure

Pursuant to M.G.L. c. 62C, §49A I certify under the penalties of perjury that American Medical Response of Massachusetts, Inc. has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.


Kevin Prendergast, Vice President of Operations

Jun 19 08 09:37a

DECAS, MURRAY & DECAS

508-947-7147

P. 1

DECAS, MURRAY & DECAS

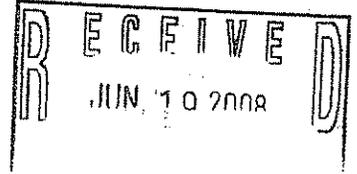
ATTORNEYS AT LAW

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FAX (508) 947-7147

WAREHAM OFFICE:
219 MAIN STREET
(508) 295-2115



June 19, 2008

Stephen J. Lombard, Town Manager
(via FAX#: 508-946-2320)

RE: AMR ambulance contract – new language proposed by AMR

Dear Steve:

You advised that AMR proposes to add a new paragraph to the contract which I reviewed last week. The new language relates to billing of third party users for emergency medical services.

There are at least three provisions in the draft contract pertaining to third party billing: Section I (2); Section M (6); and Section M (7).

Ambulance Committee member Robert Silva advised that the new paragraph is intended to replace Section M (6).

I don't have any problem with the form of the new paragraph to replace Section M (6). The new paragraph will allow AMR to charge an amount for service which may be greater than the amount allowed or paid by an insurer. Section M (6) provides that AMR will accept as payment in full the amount allowed or paid by an insurer.

Very truly yours,

Daniel F. Murray
Town Counsel

DFM/s
#11,084

Allison Ferreira

From: Bo633@aol.com
Sent: Monday, June 16, 2008 1:36 PM
To: Allison Ferreira
Cc: Bo633@aol.com
Subject: AMR wording to be added

Hi Allison,

AMR wants this wording added to the contract, please send to Dan Murray to see if it is okay. Any questions please call me.

Bob Silva

from

Ian Bryant Operations Manager South Mass.

"" Hi Bob,

Listed below is the standard wording we now use in all 911 contracts. Let me know if there is issue with it.

Billing for Emergency Medical Services. AMR will bill and keep all fees for emergency medical services provided from its ambulances. AMR will be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency medical services. AMR may bill a patient for any charge not covered by a third party payor. However, AMR may not receive in return for any emergency service provided under this Agreement, a total payment from a patient and any third party payers in excess of AMR's usual and customary rate.

Vote for your city's best dining and nightlife. City's Best 2008.

See Page 3 Item C
sh/br Section L NOF K

Housing Fee For All Locations
Item C HOUSING and Posting
sh/br \$400.00

6/16/2008

**REVISED
DOCUMENT**

**American Medical Response
AMBULANCE SERVICE AGREEMENT
with the Town of Middleborough**

This agreement is entered into between AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC., 4 Tech Circle, Natick, MA 01760, a licensed ambulance service and Massachusetts corporation, hereafter referred to as "AMR" and the following municipal corporation: the Town of MIDDLEBOROUGH, Massachusetts, hereafter referred to as, "Middleborough" or "Town" acts by and through the Board of Selectmen. AMR shall provide to the Town an ambulance service, hereafter the "service" for a specific term (July 1, 2008 to June 30, 2010) on the following terms and conditions set forth in this agreement:

A) Service and Staffing Levels:

- 1) The primary service shall be Advanced Life Support, (hereafter "ALS"), -Paramedic and the ambulance shall be staffed at all times with a minimum of one (1) Emergency Medical Technician, (hereafter "EMT"), - Paramedic and one (1) E.M.T.-Intermediate, licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established there under.
- 2) The AMR shall as part of the service provide a back-up ambulance at the BLS level, staffed by one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, using the State approved Waiver from the Massachusetts Office of Emergency Medical Service, (hereafter "OEMS"), whenever possible. When a Basic Life Support, (hereafter "BLS"), ambulance is utilized in the Town 911 system and the ambulance staff determine that the patient requires Advanced Life Support, they shall make arrangements through the their Communications Center through radio contact for the closest available Advanced Life Support intercept without delay in transport.
- 3) The AMR shall use its existing 911 Public Safety Answering Point, for the Town at no cost to the Town. When a request for medical service is received through the 911 systems, it will be immediately transferred to the Fire Department for dispatch. The Ambulance dispatched will notify its Communication Center of the Dispatch. Should the call be determined to require BLS services, and a BLS ambulance is immediately available within the system, AMR shall dispatch said ambulance to the scene. Should the call be determined to require ALS services, or if there is not a BLS unit immediately available within the system, the dedicated ALS unit shall be dispatched. Should the ALS unit arrive on scene and determine that a BLS unit may transport patient, the staff may request through their Communications Center that a BLS unit respond to the scene, provided there would be no delay in transport. Should the ALS unit be prepared to transport and the BLS unit has not arrived on scene, the ALS unit shall transport the patient.
- 4) In the case of a life-threatening emergency, the Town reserves the right to activate a mutual aid ambulance response if the Town personnel, on scene, determine the estimated time of arrival of an ambulance is greater than the estimated time of arrival of a mutual aid ambulance and Section D (1) violations shall not apply, if town personnel advises that it is not needed.

B) Equipment:

- 1) The AMR shall provide as part of the service the designated ambulance as follows: the primary ALS ambulance shall be a new (1) Class I Modular type III ambulance on January 1, 2009 and

July 1, 2010 to meet Federal Ambulance Specifications with amendments and Massachusetts Ambulance Regulations to be dedicated to the Town and available twenty-four hours a day, seven days a week, during said three (3) year term starting July 1, 2008. Emergency ambulances shall be provided from quarters maintained in Middleborough. Service shall be provided upon request of police, fire or any agencies as well as any citizen in Middleborough. Vehicles must be operated and maintained, with all equipment and supplies, required for Advanced Life Support in accordance with Chapter 111C, and the Regional Protocols. The AMR under this section must indicate the amount of time required in obtaining a license to provide Advanced Life Support services to the Town. Prior to July 1, 2008, the AMR must sign an Advanced Life Support affiliation agreement with a hospital, which is acceptable to the Town and shall be maintained during the term of this agreement.

- 2) The AMR shall maintain a back up Class 1 ambulance to meet federal Ambulance specifications with amendments to be available to the Town. The AMR shall meet or exceed the staffing specification by staffing said back-up ambulance at a minimum of Massachusetts OEMS approved Waiver of one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, when available, licensed to do ambulance work in accordance with MGL 111C and the Regional Protocols.
- 3) The AMR agrees that all vehicles utilized by the Ambulance Company shall be properly insured and registered and shall display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement and shall provide the Town with documentation of such.
- 4) The AMR agrees that all vehicles shall be maintained in good working order and fully equipped at all times. The AMR shall provide a comparable Class I Modular type III ambulance as a substitute for the primary dedicated ambulance being maintained or undergoing repair if said vehicle is out of service for more than 4 days. All vehicles must be registered, have a valid inspection sticker and be certified as a Class I Modular type III ambulance.
- 5) The AMR shall provide the necessary equipment to permit the primary dedicated ambulance to communicate directly with any Town's dispatch centers as well as their own dispatch for the duration of the contract. The AMR shall provide mobile and hand held unit for the primary dedicated ambulance and the primary and all local back-up ambulances with both the Town Fire and Police frequencies. The other backup ambulances within the region will have the Town's Fire and Police frequency and be equipped as described above with both mobile and hand held units for direct two-way radio communications, at the beginning of this contract.
- 6) The AMR shall provide radio equipment, for its ambulance(s) serving the Town, which permits direct two-way radio communication between the ambulance(s), and hospital emergency departments to which emergency patients would be transported for the duration of the contract. Such equipment shall be compatible with the Centralized Medical Emergency Dispatch, (hereafter "C- MED)" Radio Network currently in use in Region 5 and Plymouth County C-MED.
- 7) The AMR shall assume all costs of its supplies, telephone, and diesel fuel, gasoline and oil, maintenance, materials, communication system, equipment, and all other items required in the proper operation of the service. The purchase of motor fuel shall be within the response area of each assigned Ambulance.

- 8) All vehicles used in regular or back-up service shall be fit for duty and meet or exceed all State Maintenance requirements as well as any and all related regulations and standards set forth by the Office of Emergency Medical Services.
- 9) The primary ambulance shall be used exclusively to provide emergency services to the Town. This primary ambulance shall not be used to perform non-emergency work, inside or outside the Town. Should the Fire Chief choose, he would request documentation to include incident reports, phone records, and/or dispatch tapes to verify the source and/or nature of an ambulance request? If the primary ambulance is utilized for non-emergency use, the Fire Chief will determine and notify the AMR of the infraction and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation--- Warning
 - b) 2nd violation--- \$500.00
 - c) 3rd violation--- \$1,000.00

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 10) Service records of the primary dedicated ALS ambulance shall be made available to the Town at the request of the Fire Chief, Police Chief or the Board of Selectmen.
- 11) The AMR shall perform its duties and obligations under this contract in accordance with all applicable federal, state laws and regulations.

C) Housing and Posting

Effective July 1, 2008, the Town shall allow AMR to house 3 Ambulances in the Town's Fire Stations. AMR shall station the primary dedicated ALS ambulance in the Central Fire Station, a 24/7 non-dedicated ALS ambulance in the South Fire Station and a 40-hour non-dedicated BLS ambulance in the North Fire Station. The Town agrees that the activity of the 2 non-dedicated units shall be governed by AMR Communications Center. Should the primary unit be dispatched from Central Fire Station, the back-up unit shall be staged at the Central Station for primary coverage. AMR personnel in the Town's Fire Station shall have access to common areas, be provided overnight accommodations and will be responsible for their fair share of house duties as defined by the Fire Chief and AMR Field Supervisor. Effective July 1, 2008, the service fee paid by the Town, under Section L, shall be reduced by \$2,400.00 per month for the duration of the contract as long as AMR is housed in the Fire Stations. Annually on July 1, the Housing cost shall be increased by the C.P.I. percentage for the previous 12 months.

D) Area of Operation:

- 1) The AMR's personnel shall be familiar with Town's streets and landmarks. The AMR agrees that the response time to the location of emergency call, regardless of where the primary ambulance is housed shall average nine (9) minutes or less 85% of the time. If any response time (time that call originates to arrival at the location of the emergency call) exceeds twelve (12) minutes, without reasonable explanation, the Fire Chief will determine and notify the AMR of the infraction and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:

- | | | | |
|----|------------------------------|--------------------------------|------------|
| a) | 1 st violation--- | 3 times in a 6 month period--- | Warning |
| b) | 2 nd violation--- | 3 times in a 6 month period--- | \$500.00 |
| c) | 3 rd violation--- | 3 times in a 6 month period--- | \$1,000.00 |

For this section, six- (6) month period shall be a rolling time calculation, defined as the date of the most recent violation figuring back exactly six- (6) months to determine the number of violations in that specific six- (6) month period.

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 2) In order to adequately and safely service more than 70 square miles, adjustments must be considered for the back-up response time compliance. Upon dispatch of the primary ambulance, the AMR shall immediately dispatch a back-up ambulance to Town in order to minimize response time to the next call. The back up ambulance shall report directly to the Central Fire Station at 125 North Main Street. The average response time for the backup unit, weather and road conditions permitting, to the Town, shall be five (5) minutes 85% of the time and ten (10) minutes the remainder of the time.
- 3) The Town agrees that the AMR, its agents and employees, are hereby given authority to direct operational procedures with respect to medical policy when rendering services pursuant to this agreement, except that when Town's Fire Department personnel are utilizing extrication equipment, the Senior Fire Department Officer shall have the authority to direct the operational procedures related to the extrication.
- 4) The AMR agrees to provide as accurate information as possible when requested the location of a unit at time of dispatch and their anticipated Estimate Time of Arrival, (hereafter ETA). Should the Fire Chief or the Police Chief choose, he would request documentation to include incident reports, phone records, and/or dispatch tapes that the information provided was accurate. If the Fire Chief or the Police Chief determines and notifies the AMR of an infraction of a violation set forth in previous section and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation--- Warning
 - b) 2nd violation--- \$500.00
 - c) 3rd violation--- \$1,000.00

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 5) As the present 9-1-1 providers for the Town, The AMR understands the unique geography and distances of the service area. The Town comprises an area of more than seventy (70) square miles. Due to this large geographic profile, a 9-minute response from the center of Middleborough might jeopardize safety of the residents and guests of the Town. When requested, the AMR will participate and train the Fire and Police in the process of developing and maintaining a successful First Responder Program to include Semi-Automatic External Defibrillator, E.M.T. Continuing Education classes and use of adult & pediatric Epinephrine pen.
- 6) The AMR shall work to reduce as much as possible the need to utilize a Town employee to

augment their personnel in emergency ambulance transports to the hospital. In each instance where the AMR does so utilize Town personnel, the lead E.M.T. on the transport to the hospital shall prepare a report to the Town setting forth the name(s) of the Town personnel utilized and the reason(s) therefore. They shall deliver this report to the Fire Chief and Police Chief, with a copy to the Field Supervisor, within ten (10) days of the date on which the transport occurred. At either Chief's request, the Field Supervisor shall be reasonably available to meet with the Chief to discuss the report.

E) Ambulance Operation:

- 1) The AMR ambulances assigned to the Town shall participate in all mutual aid agreements with neighboring Towns, participate in all State fire mobilization agreements, and, shall participate in all mobilization and training exercises when requested.
- 2) The primary dedicated ALS ambulance assigned to the Town is strictly dedicated to emergency incidents within the Town and is not to be utilized for non-emergency work. All patients will be transported to the nearest Hospital or as required by appropriate State statute and applicable State regulations.
- 3) At the request of the Town, additional ambulances may be requested for special events and major weather events at no additional cost to the Town.

4) Indemnification

- 1) **AMR's Obligations**
Subject to Section E (4)(3) below, The AMR shall indemnify, hold harmless and defend the Town, its employees, officers and agents (each of which persons and organization is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by The AMR, or its employees or agents. In addition, the AMR shall indemnify and hold harmless the aforesaid parties from and against any and all Claims or Actions, if they arise out of the acts or omissions of Town Personnel (as hereinafter defined) assisting the AMR on a transport trip utilizing the AMR vehicle; provided, however that this provision shall not apply with respect to acts or omissions by Town Personnel that constitute willful misconduct or that are outside of the scope of the Town Personnel's performance of emergency medical services in connection with the transport.
- 2) **Town Obligations**
The Town shall indemnify and hold harmless (and upon request, defend) the AMR and each of its subsidiaries, affiliates, subcontractors, employees, agents, officers and directors (each of which persons and organizations is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by the Town, or its public employees.
- 3) **Notice and Defense**
As a condition of indemnification under paragraphs (1) or (2), the indemnitee shall

- (a) promptly provide written notice to the indemnitor of any Liability or allegation, including any pending or threatened legal action, for which indemnification may be sought hereunder;
- (b) at the request of the indemnitor, turn over control of the defense and/or settlement of such action to the indemnitor and;
- (c) cooperate fully in such defense or settlement.

4) Survival

The respective obligations to indemnify, hold harmless and defend shall survive performance of this Agreement and shall apply only to events which occurred while the Agreement was in force and effect.

F) Insurance:

- 1) The AMR agrees that upon execution of a contract, the AMR shall provide a performance bond acceptable to the Town, with a surety company, which is acceptable to the Town in the amount of \$1,000,000.00, during the duration of the contract. If the AMR defaults on its obligations and duties under this contract, the bond shall require the surety company, if requested by the Town, to complete the contract and perform all other obligations of the AMR set forth in this contract.
- 2) The AMR agrees that upon execution of a contract, the AMR shall provide a certificate of insurance demonstrating that the following insurance coverage is maintained and naming the Town as an additional insured on an annual basis.
- 3) The AMR agrees to maintain, during the term of this agreement, the following insurance coverage sufficient to satisfy claims in any event no less than certificate attached and made part hereof arising out of services rendered under this agreement. The AMR will maintain a standard limit of liability or at least five million dollars (\$5,000,000).

a. Comprehensive General Liability	\$ 5,000,000 per occurrence \$ 5,000,000 aggregate \$ 5,000,000 Products & Completed Operations aggregate \$ 5,000,000 Personal Injury & Advertising Injury aggregate \$5,000 Medical Payment
b. Automobile Liability	\$5,000,000 per occurrence Vehicles: owned, non-owned & hired
c. Ambulance Attendants Liability	\$5,000,000 per occurrence & aggregate
d. Worker's Compensation Insurance	Coverage A: Statutory Coverage B: \$500,000 per insuring

agreement

- e. Medical Malpractice coverage for medical malpractice of not less than \$5,000,000 for professionals, ambulance attendants and other employees or agents
 - f. The Town shall be named as additional insured on the AMR's general liability, auto, and Medical Malpractice insurance.
 - 4) The AMR agrees that no service shall be rendered under any Agreement hereunder until and unless the company furnishes the Town with certificates of insurance and a performance bond that meets these specifications.
 - 5) The AMR agrees that the AMR shall indemnify and save harmless the Town from any and all claims, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement. The AMR also agrees to indemnify and save harmless the Town from any liability or expense imposed upon it as a result of this Agreement.
- G) Records & State Regulations:**
- 1) The AMR agrees that any and all regulations promulgated by any department, agency, or division of the Commonwealth or Federal Government, any general laws and bylaws of the Town relative to supplying ambulance service are hereby incorporated in this specification as if fully written out, and covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws should govern except when the Agreement calls for a higher standard. The Town, or its agent, shall have the right to inspect, without notice, all vehicles and equipment used to perform emergency services to the Town.
 - 2) The AMR agrees they shall maintain accurate records of all emergency ambulance runs and services provided as mandated by Mass. General Laws, Chapter 111C and make same available to Town, as requested.
 - 3) The AMR agrees that they shall promptly forward to the Fire Chief within 24 hours and a copy forwarded to the E.M.S. Committee, a copy of all inspection reports of the primary ambulance serving Middleborough issued by the Department of Public Health, Office of Emergency Medical Services, and/or the Ambulance Regulations Program. The AMR agrees that any deficiencies noted therein shall be corrected within 24 hours, and any costs incurred shall be the responsibility of the AMR.
 - 4) The AMR shall provide to the Town a monthly breakdown of ALS and BLS transports. The report shall describe the patient condition at time of transport; identify the transports that required ALS and BLS services and the number of transports that ultimately received ALS services. The AMR shall ensure that over 90 % of patients on a monthly basis that require ALS, receive such services.

- 5) The AMR also agrees to allow municipal officials of the Town or their duly hired representatives to inspect the AMR's financial records in regards to services rendered under this agreement, said records may be inspected on a semi-annual basis.

H) Quality Improvement (QI) Reporting:

The AMR shall agree to contract with, at their expense, an independent EMS QI firm approved by the town, whose primary service is developing, implementing and overseeing EMS QI programs. The QI firm must have on staff, member(s) who are credentialed in healthcare compliance or Quality Improvement (QI), and who are familiar with Massachusetts DPH/OEMS regulations to assure that the standards and protocols of patient care are either met or exceeded as per Massachusetts requirements. The AMR also agrees to maintain said contract with the QA/QI agency for one year. The Town's EMS Committee will review after first year to see if it will continue. The AMR will submit any and all run reports to the agency for independent audit and the agency will submit a full report to the Town EMS Committee on a quarterly basis. AMR will submit to the Town's EMS Committee QA/QI reports from the Emergency Departments that the majority of the calls are transport on a quarterly basis. The AMR shall not utilize its own internal quality assurance program for the audit. AMR must submit to an independent QI agency a sampling of 911 emergency patient care reports in order to set a benchmark for future reports.

I) Operating Conditions:

- 1) The AMR acknowledges that it is an independent contractor and is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized in this contract and that it is not engaged in a partnership, joint venture, or an employer-employee relationship with the Town.
- 2) The Town agrees that the AMR has the separate right to make claims, demands or bring suit against any individual so provided with ambulance service under this agreement in order to effect payment for services rendered by the AMR, exclusive of Town personnel injured, while working, covered under Section K (2).
- 3) Upon request of the Town's Board of Selectmen or EMS Committee, the AMR will make requested data available for quality control and evaluation of emergency services to the Board of Selectmen, EMS Committee or Fire Chief, who requested it.
- 4) All medical supplies that are used during a call by any Public Safety Agency of the Town shall be replaced on a one to one ratio by the AMR.
- 5) The Town makes no guarantee as to the amount of business to be generated under this Agreement.

J) Training:

- 1) The AMR shall train and certify all firefighters and police officers requested in CPR, First Responder, E.M.T. course and S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR) and E911 medical dispatch training, for only the costs incurred by the AMR for such training. Training shall occur as requested by the Fire Chief or the Police Chief.

- 2) The AMR shall follow the point-of-entry plan and treatment protocols for the Town, as established by Region 5 of the Regional Emergency Medical Services Advisory Council.

K) Assigning of Personnel:

At any time, the Town may request in writing that the ambulance company reassign an employee currently providing emergency services to the Town, to duties other than duties under this contract. Upon receipt of such request, the company shall take appropriate steps to reassign that employee.

L) Compensation:

The parties hereto agree that in consideration of the faithful performance of the services provided by the AMR pursuant to this agreement that the AMR shall receive a service fee annually to be paid as follows:

- a) July 1, 2008- June 30, 2009 = **\$238,000.00** in 11 monthly payments of **\$19,833.34**
1 monthly payment of **\$19,833.26**
 - b) July 1, 2009- June 30, 2010 = **\$239,000.00** in 11 monthly payments of **\$19,916.67**
1 monthly payment of **\$19,916.63**
 - c) July 1, 2010- June 30, 2011 = **\$249,000.00** in 12 monthly payments of **\$20,750.00**
- 1) ~~AMR shall submit a monthly invoice to the Town Accountant on the first day of each month starting on August 1, 2008 for monthly payments. Each invoice shall be for the month immediately preceding the invoice.~~
- 2) In addition to the services listed above, said service fee shall include full coverage for all emergency care and transportation of town employees injured in the line of duty.
- a) The AMR shall supply to the Town, on a loan basis, four (4) S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR), which shall be included with the service fee. The Town shall sign a separate loaner agreement at time of loan of units, for \$1.00
- 3) The aforesaid payments to be made under the foregoing paragraphs for the term of this agreement are subject to and conditional upon annual appropriations approved by a duly convened town meeting of the Town. In the event such appropriations are not made, the parties hereto or any party hereto may terminate this contract, such termination to be effective at the end of the fiscal year in which appropriations were made to fund this agreement. The non-appropriation of any of the funds required for this agreement shall not be considered an event of breach.

M) Termination:

- 1) The AMR agrees that the Town shall have the right to terminate the Agreement in the Town's judgment, through the Board of Selectmen, if the service being provided is not consistent with the terms of the contract. Before terminating the agreement, the Town shall give notice of the claimed violations in writing, to the AMR and provide an opportunity to be heard and offer resolution therein at a public meeting before the Board of Selectmen.

- 2) The Board of Selectmen shall schedule the meeting not less than 14 days after giving such notice. The Town shall issue such notice in writing to the AMR. Such notice shall include any and all alleged contractual violations. The Town shall send such notice to the AMR via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.
- 3) After the meeting with the Board of Selectmen, the AMR shall have the opportunity to cure said violations, within 10 days. Details of the cure shall be provided by the AMR to the Board of Selectmen in writing and shall be sent to the Board of Selectmen via the US Postal Service, Certified and/or Registered Mail at the address of the Board of Selectmen.
- 4) Should the AMR fail to cure said violations within 30 days, the Board of Selectmen may terminate the contract after providing the AMR notice of termination. The AMR shall be sent notice of termination in writing within 24 hours of the Town's decision. Said notice shall be sent to the AMR via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.
- 5) Should the Town terminate the contract as aforesaid, the Town shall have the right to contract said service from another qualified party. The AMR shall refund any remaining service fees, if already paid, from the termination date to the end of the respective fiscal year in which the termination occurred. The AMR is in no way liable or financially responsible for any increase in costs, (other than the performance bond to the Town) or service fees paid to the new contractor.
- 6) AMR will bill and keep all fees for emergency medical services provided from its ambulances. AMR will be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency medical services. AMR may bill a patient for any charge not covered by a third party payor. However, AMR may not receive in return for any emergency service provided under this Agreement, a total payment from a patient and any third party payers in excess of AMR's usual and customary rate.
- 7) The AMR reserves the right to take whatever collection steps necessary in regards to accounts that are paid directly by third party insurers to the patients or their heirs, for services rendered under this agreement.

N) Replacement Operation:

Should the Town purchase an ambulance, hire the appropriate personnel, obtain a State BLS or ALS license for patient transportation, the Town may notify the AMR thirty (30) days in advance of availability of the Town to provide back-up services, in addition to the AMR under section A (2).

Back-up procedures shall be as follows:

- 1) If the AMR is unable to arrive at the scene of a 911 request within 12 minutes for a patient whose condition is determined to be priority 3; or the AMR is unable to arrive at the scene of a 911 request within 12 minutes for a patient whose condition is determined to be priority 1 or 2 as defined by the Massachusetts OEMS Region V protocols, the Town will transport the patient at its sole discretion to an appropriate medical facility.

- 2) If the AMR unit and the Town unit are on scene, the AMR shall transport the patient, unless the Town unit is an ALS unit and the AMR unit is BLS and the emergency requires an ALS transport.
- 3) If the emergency were a priority 1 or 2 and requires transportation by the Town's BLS ambulance to an ALS intercept ambulance, the Town would transport the patient.

Should the Town transport patients inconsistent with these guidelines to an extent that reduced patient billing materially impacts the financial viability of this agreement and if the Town, at that time has both an ALS and a BLS unit licensed and in service, the AMR may, at its option, be released from all obligations of this agreement upon 90 days written notice to the Town. Material Impact, for this purpose, shall be defined as a reduction in patient billing of 10 % or greater in a six-month period, compared to the six-month period immediately prior to the six-month period of reduced patient billing.

If the Town transports patients inconsistent with these guidelines as determined by the AMR, the AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The E.M.S. Committee shall investigate violations and present their findings in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law. After a full review, including the hearing with the Selectmen, the AMR was successful, the Town will be obligated to the AMR for the full amount that would have been billed by the AMR had they provided the transportation, when funds are available.

O) **Amendments to Contract**

The EMS Committee would negotiate any additional amendments to the contract and present those amendments, in writing, to the Board of Selectmen, for their approval for the duration of this contract.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals on
This 30th day of June, 2008.

AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC.

BY:

Signature

Print Name and Title

Signature

Print Name and Title

Town of Middleborough
BY:

Approved as to form:

Town Counsel, Middleborough

Board of Selectmen

Pursuant to M.G.L. c. 62C, section 49A, I certify under the penalties of perjury that American Medical Response of Massachusetts, Inc. has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature, American Medical Response Representative

Date

**ORIGINAL
DOCUMENT**

**American Medical Response
AMBULANCE SERVICE AGREEMENT
with the Town of Middleborough**

This agreement is entered into between AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC., 4 Tech Circle, Natick, MA 01760, a licensed ambulance service and Massachusetts corporation, hereafter referred to as "AMR" and the following municipal corporation: the Town of MIDDLEBOROUGH, Massachusetts, hereafter referred to as, "Middleborough" or "Town" acts by and through the Board of Selectmen. AMR shall provide to the Town an ambulance service, hereafter the "service" for a specific term (July 1, 2008 to June 30, 2010) on the following terms and conditions set forth in this agreement:

A) Service and Staffing Levels:

- 1) The primary service shall be Advanced Life Support, (hereafter "ALS"), -Paramedic and the ambulance shall be staffed at all times with a minimum of one (1) Emergency Medical Technician, (hereafter "EMT"), - Paramedic and one (1) E.M.T.-Intermediate, licensed to do ambulance work in accordance with General Laws, Chapter 111C, and the rules and regulations established there under.
- 2) The AMR shall as part of the service provide a back-up ambulance at the BLS level, staffed by one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, using the State approved Waiver from the Massachusetts Office of Emergency Medical Service, (hereafter "OEMS"), whenever possible. When a Basic Life Support, (hereafter "BLS"), ambulance is utilized in the Town 911 system and the ambulance staff determine that the patient requires Advanced Life Support, they shall make arrangements through the their Communications Center through radio contact for the closest available Advanced Life Support intercept without delay in transport.
- 3) The AMR shall use its existing 911 Public Safety Answering Point, for the Town at no cost to the Town. When a request for medical service is received through the 911 systems, it will be immediately transferred to the Fire Department for dispatch. The Ambulance dispatched will notify its Communication Center of the Dispatch. Should the call be determined to require BLS services, and a BLS ambulance is immediately available within the system, AMR shall dispatch said ambulance to the scene. Should the call be determined to require ALS services, or if there is not a BLS unit immediately available within the system, the dedicated ALS unit shall be dispatched. Should the ALS unit arrive on scene and determine that a BLS unit may transport patient, the staff may request through their Communications Center that a BLS unit respond to the scene, provided there would be no delay in transport. Should the ALS unit be prepared to transport and the BLS unit has not arrived on scene, the ALS unit shall transport the patient.
- 4) In the case of a life-threatening emergency, the Town reserves the right to activate a mutual aid ambulance response if the Town personnel, on scene, determine the estimated time of arrival of an ambulance is greater than the estimated time of arrival of a mutual aid ambulance and Section D (1) violations shall not apply, if town personnel advises that it is not needed.

B) Equipment:

- 1) The AMR shall provide as part of the service the designated ambulance as follows: the primary ALS ambulance shall be a new (1) Class I Modular type III ambulance on January 1, 2009 and

July 1, 2010 to meet Federal Ambulance Specifications with amendments and Massachusetts Ambulance Regulations to be dedicated to the Town and available twenty-four hours a day, seven days a week, during said three (3) year term starting July 1, 2008. Emergency ambulances shall be provided from quarters maintained in Middleborough. Service shall be provided upon request of police, fire or any agencies as well as any citizen in Middleborough. Vehicles must be operated and maintained, with all equipment and supplies, required for Advanced Life Support in accordance with Chapter 111C, and the Regional Protocols. The AMR under this section must indicate the amount of time required in obtaining a license to provide Advanced Life Support services to the Town. Prior to July 1, 2008, the AMR must sign an Advanced Life Support affiliation agreement with a hospital, which is acceptable to the Town and shall be maintained during the term of this agreement.

- 2) The AMR shall maintain a back up Class 1 ambulance to meet federal Ambulance specifications with amendments to be available to the Town. The AMR shall meet or exceed the staffing specification by staffing said back-up ambulance at a minimum of Massachusetts OEMS approved Waiver of one (1) E.M.T.- Paramedic and one (1) E.M.T.- Basic, when available, licensed to do ambulance work in accordance with MGL 111C and the Regional Protocols.
- 3) The AMR agrees that all vehicles utilized by the Ambulance Company shall be properly insured and registered and shall display a valid motor vehicle inspection sticker and Massachusetts Ambulance Regulations sticker during the life of the Agreement and shall provide the Town with documentation of such.
- 4) The AMR agrees that all vehicles shall be maintained in good working order and fully equipped at all times. The AMR shall provide a comparable Class I Modular type III ambulance as a substitute for the primary dedicated ambulance being maintained or undergoing repair if said vehicle is out of service for more than 4 days. All vehicles must be registered, have a valid inspection sticker and be certified as a Class I Modular type III ambulance.
- 5) The AMR shall provide the necessary equipment to permit the primary dedicated ambulance to communicate directly with any Town's dispatch centers as well as their own dispatch for the duration of the contract. The AMR shall provide mobile and hand held unit for the primary dedicated ambulance and the primary and all local back-up ambulances with both the Town Fire and Police frequencies. The other backup ambulances within the region will have the Town's Fire and Police frequency and be equipped as described above with both mobile and hand held units for direct two-way radio communications, at the beginning of this contract.
- 6) The AMR shall provide radio equipment, for its ambulance(s) serving the Town, which permits direct two-way radio communication between the ambulance(s), and hospital emergency departments to which emergency patients would be transported for the duration of the contract. Such equipment shall be compatible with the Centralized Medical Emergency Dispatch, (hereafter "C- MED)" Radio Network currently in use in Region 5 and Plymouth County C-MED.
- 7) The AMR shall assume all costs of its supplies, telephone, and diesel fuel, gasoline and oil, maintenance, materials, communication system, equipment, and all other items required in the proper operation of the service. The purchase of motor fuel shall be within the response area of each assigned Ambulance.

- 8) All vehicles used in regular or back-up service shall be fit for duty and meet or exceed all State Maintenance requirements as well as any and all related regulations and standards set forth by the Office of Emergency Medical Services.
- 9) The primary ambulance shall be used exclusively to provide emergency services to the Town. This primary ambulance shall not be used to perform non-emergency work, inside or outside the Town. Should the Fire Chief choose, he would request documentation to include incident reports, phone records, and/or dispatch tapes to verify the source and/or nature of an ambulance request? If the primary ambulance is utilized for non-emergency use, the Fire Chief will determine and notify the AMR of the infraction and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation— Warning
 - b) 2nd violation— \$500.00
 - c) 3rd violation— \$1,000.00

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 10) Service records of the primary dedicated ALS ambulance shall be made available to the Town at the request of the Fire Chief, Police Chief or the Board of Selectmen.
- 11) The AMR shall perform its duties and obligations under this contract in accordance with all applicable federal, state laws and regulations.

C) Housing and Posting

Effective July 1, 2008, the Town shall allow the AMR to house one (1) Ambulance in the Town's Central Fire Station. AMR shall station the primary dedicated ALS ambulance in the Central Fire Station only. Should the primary unit be dispatched from Central Fire Station, the back-up unit shall be staged at the Central Station for primary coverage. The AMR's personnel in the Town's Central Fire Station shall have access to common areas, be provided overnight accommodations and will be responsible for their fair share of house duties as defined by the Fire Chief and AMR's Supervisor. Effective July 1, 2008, the service fee paid by the Town, under Section K, shall be reduced by \$1,000.00 per month for the duration of the contract as long as the AMR is housed in the Central Fire Station. Annually on July 1, the Housing cost shall be increased by the Consumer Price Index for Middleborough area, a percentage for the previous 12 months.

D) Area of Operation:

- 1) The AMR's personnel shall be familiar with Town's streets and landmarks. The AMR agrees that the response time to the location of emergency call, regardless of where the primary ambulance is housed shall average nine (9) minutes or less 85% of the time. If any response time (time that call originates to arrival at the location of the emergency call) exceeds twelve (12) minutes, without reasonable explanation, the Fire Chief will determine and notify the AMR of the infraction and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation--- 3 times in a 6 month period---Warning
 - b) 2nd violation--- 3 times in a 6 month period---\$500.00

- c) 3rd violation--- 3 times in a 6 month period---\$1,000.00

For this section, six- (6) month period shall be a rolling time calculation, defined as the date of the most recent violation figuring back exactly six- (6) months to determine the number of violations in that specific six- (6) month period.

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 2) In order to adequately and safely service more than 70 square miles, adjustments must be considered for the back-up response time compliance. Upon dispatch of the primary ambulance, the AMR shall immediately dispatch a back-up ambulance to Town in order to minimize response time to the next call. The back up ambulance shall report directly to the Central Fire Station at 125 North Main Street. The average response time for the backup unit, weather and road conditions permitting, to the Town, shall be five (5) minutes 85% of the time and ten (10) minutes the remainder of the time.
- 3) The Town agrees that the AMR, its agents and employees, are hereby given authority to direct operational procedures with respect to medical policy when rendering services pursuant to this agreement, except that when Town's Fire Department personnel are utilizing extrication equipment, the Senior Fire Department Officer shall have the authority to direct the operational procedures related to the extrication.
- 4) The AMR agrees to provide as accurate information as possible when requested the location of a unit at time of dispatch and their anticipated Estimate Time of Arrival, (hereafter ETA). Should the Fire Chief or the Police Chief choose, he would request documentation to include incident reports, phone records, and/or dispatch tapes that the information provided was accurate. If the Fire Chief or the Police Chief determines and notifies the AMR of an infraction of a violation set forth in previous section and the AMR shall pay to the Town the amount determined and assessed, subject to appeals as provided. Violation amount shall be as follows:
 - a) 1st violation--- Warning
 - b) 2nd violation--- \$500.00
 - c) 3rd violation--- \$1,000.00

The AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The EMS Committee shall investigate violations and present their findings and recommendations in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law.

- 5) As the present 9-1-1 providers for the Town, The AMR understands the unique geography and distances of the service area. The Town comprises an area of more than seventy (70) square miles. Due to this large geographic profile, a 9-minute response from the center of Middleborough might jeopardize safety of the residents and guests of the Town. When requested, the AMR will participate and train the Fire and Police in the process of developing and maintaining a successful First Responder Program to include Semi-Automatic External Defibrillator, E.M.T. Continuing Education classes and use of adult & pediatric Epinephrine pen.
- 6) The AMR shall work to reduce as much as possible the need to utilize a Town employee to augment their personnel in emergency ambulance transports to the hospital. In each instance where the AMR does so utilize Town personnel, the lead E.M.T. on the transport to the

hospital shall prepare a report to the Town setting forth the name(s) of the Town personnel utilized and the reason(s) therefore. They shall deliver this report to the Fire Chief and Police Chief, with a copy to the Field Supervisor, within ten (10) days of the date on which the transport occurred. At either Chief's request, the Field Supervisor shall be reasonably available to meet with the Chief to discuss the report.

E) Ambulance Operation:

- 1) The AMR ambulances assigned to the Town shall participate in all mutual aid agreements with neighboring Towns, participate in all State fire mobilization agreements, and, shall participate in all mobilization and training exercises when requested.
- 2) The primary dedicated ALS ambulance assigned to the Town is strictly dedicated to emergency incidents within the Town and is not to be utilized for non-emergency work. All patients will be transported to the nearest Hospital or as required by appropriate State statute and applicable State regulations.
- 3) At the request of the Town, additional ambulances may be requested for special events and major weather events at no additional cost to the Town.

4) Indemnification

1) **AMR's Obligations**

Subject to Section E (4)(3) below, The AMR shall indemnify, hold harmless and defend the Town, its employees, officers and agents (each of which persons and organization is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by The AMR, or its employees or agents. In addition, the AMR shall indemnify and hold harmless the aforesaid parties from and against any and all Claims or Actions, if they arise out of the acts or omissions of Town Personnel (as hereinafter defined) assisting the AMR on a transport trip utilizing the AMR vehicle; provided, however that this provision shall not apply with respect to acts or omissions by Town Personnel that constitute willful misconduct or that are outside of the scope of the Town Personnel's performance of emergency medical services in connection with the transport.

2) **Town Obligations**

The Town shall indemnify and hold harmless (and upon request, defend) the AMR and each of its subsidiaries, affiliates, subcontractors, employees, agents, officers and directors (each of which persons and organizations is an indemnitee) from and against any and all Claims or Actions, to the extent they arise out of the negligent act or failure to act or willful misconduct by the Town, or its public employees.

3) **Notice and Defense**

As a condition of indemnification under paragraphs (1) or (2), the indemnitee shall

- (a) promptly provide written notice to the indemnitor of any Liability or allegation, including any pending or threatened legal action, for which indemnification may be sought hereunder;

- (b) at the request of the indemnitor, turn over control of the defense and/or settlement of such action to the indemnitor and;
- (c) cooperate fully in such defense or settlement.

4) Survival

The respective obligations to indemnify, hold harmless and defend shall survive performance of this Agreement and shall apply only to events which occurred while the Agreement was in force and effect.

F) Insurance:

- 1) The AMR agrees that upon execution of a contract, the AMR shall provide a performance bond acceptable to the Town, with a surety company, which is acceptable to the Town in the amount of \$1,000,000.00, during the duration of the contract. If the AMR defaults on its obligations and duties under this contract, the bond shall require the surety company, if requested by the Town, to complete the contract and perform all other obligations of the AMR set forth in this contract.
- 2) The AMR agrees that upon execution of a contract, the AMR shall provide a certificate of insurance demonstrating that the following insurance coverage is maintained and naming the Town as an additional insured on an annual basis.
- 3) The AMR agrees to maintain, during the term of this agreement, the following insurance coverage sufficient to satisfy claims in any event no less than certificate attached and made part hereof arising out of services rendered under this agreement. The AMR will maintain a standard limit of liability or at least five million dollars (\$5,000,000).

- a. Comprehensive General Liability
 - \$ 5,000,000 per occurrence
 - \$ 5,000,000 aggregate
 - \$ 5,000,000 Products & Completed Operations aggregate
 - \$ 5,000,000 Personal Injury & Advertising Injury aggregate
 - \$5,000 Medical Payment
- b. Automobile Liability
 - \$5,000,000 per occurrence
 - Vehicles: owned, non-owned & hired
- c. Ambulance Attendants Liability
 - \$5,000,000 per occurrence & aggregate
- d. Worker's Compensation Insurance
 - Coverage A: Statutory
 - Coverage B: \$500,000 per insuring agreement
- e. Medical Malpractice coverage for medical malpractice of not less than

\$5,000,000 for professionals, ambulance attendants and other employees or agents

- f. The Town shall be named as additional insured on the AMR's general liability, auto, and Medical Malpractice insurance.
- 4) The AMR agrees that no service shall be rendered under any Agreement hereunder until and unless the company furnishes the Town with certificates of insurance and a performance bond that meets these specifications.
- 5) The AMR agrees that the AMR shall indemnify and save harmless the Town from any and all claims, settlements, lawsuits or litigation which may arise from its performance under this Agreement, the operation of its motor vehicles, its contract with its employees, or damage to any motor vehicles caused while operating under this Agreement. The AMR also agrees to indemnify and save harmless the Town from any liability or expense imposed upon it as a result of this Agreement.

G) Records & State Regulations:

- 1) The AMR agrees that any and all regulations promulgated by any department, agency, or division of the Commonwealth or Federal Government, any general laws and bylaws of the Town relative to supplying ambulance service are hereby incorporated in this specification as if fully written out, and covenants to meet at all times such requirements and laws presented. Should any provision of this Agreement be in conflict with said regulations and laws, then said regulations and laws should govern except when the Agreement calls for a higher standard. The Town, or its agent, shall have the right to inspect, without notice, all vehicles and equipment used to perform emergency services to the Town.
- 2) The AMR agrees they shall maintain accurate records of all emergency ambulance runs and services provided as mandated by Mass. General Laws, Chapter 111C and make same available to Town, as requested.
- 3) The AMR agrees that they shall promptly forward to the Fire Chief within 24 hours and a copy forwarded to the E.M.S. Committee, a copy of all inspection reports of the primary ambulance serving Middleborough issued by the Department of Public Health, Office of Emergency Medical Services, and/or the Ambulance Regulations Program. The AMR agrees that any deficiencies noted therein shall be corrected within 24 hours, and any costs incurred shall be the responsibility of the AMR.
- 4) The AMR shall provide to the Town a monthly breakdown of ALS and BLS transports. The report shall describe the patient condition at time of transport; identify the transports that required ALS and BLS services and the number of transports that ultimately received ALS services. The AMR shall ensure that over 90 % of patients on a monthly basis that require ALS, receive such services.
- 5) The AMR also agrees to allow municipal officials of the Town or their duly hired representatives to inspect the AMR's financial records in regards to services rendered under this agreement, said records may be inspected on a semi-annual basis.

H) Quality Improvement (QI) Reporting:

The AMR shall agree to contract with, at their expense, an independent EMS QI firm approved by the town, whose primary service is developing, implementing and overseeing EMS QI programs. The QI firm must have on staff, member(s) who are credentialed in healthcare compliance or Quality Improvement (QI), and who are familiar with Massachusetts DPH/OEMS regulations to assure that the standards and protocols of patient care are either met or exceeded as per Massachusetts requirements. The AMR also agrees to maintain said contract with the QA/QI agency for one year. The Town's EMS Committee will review after first year to see if it will continue. The AMR will submit any and all run reports to the agency for independent audit and the agency will submit a full report to the Town EMS Committee on a quarterly basis. AMR will submit to the Town's EMS Committee QA/QI reports from the Emergency Departments that the majority of the calls are transport on a quarterly basis. The AMR shall not utilize its own internal quality assurance program for the audit. AMR must submit to an independent QI agency a sampling of 911 emergency patient care reports in order to set a benchmark for future reports.

I) Operating Conditions:

- 1) The AMR acknowledges that it is an independent contractor and is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized in this contract and that it is not engaged in a partnership, joint venture, or an employer-employee relationship with the Town.
- 2) The Town agrees that the AMR has the separate right to make claims, demands or bring suit against any individual so provided with ambulance service under this agreement in order to effect payment for services rendered by the AMR, exclusive of Town personnel injured, while working, covered under Section K (2).
- 3) Upon request of the Town's Board of Selectmen or EMS Committee, the AMR will make requested data available for quality control and evaluation of emergency services to the Board of Selectmen, EMS Committee or Fire Chief, who requested it.
- 4) All medical supplies that are used during a call by any Public Safety Agency of the Town shall be replaced on a one to one ratio by the AMR.
- 5) The Town makes no guarantee as to the amount of business to be generated under this Agreement.

J) Training:

- 1) The AMR shall train and certify all firefighters and police officers requested in CPR, First Responder, E.M.T. course and S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR) and E911 medical dispatch training, for only the costs incurred by the AMR for such training. Training shall occur as requested by the Fire Chief or the Police Chief.
- 2) The AMR shall follow the point-of-entry plan and treatment protocols for the Town, as established by Region 5 of the Regional Emergency Medical Services Advisory Council.

K) Assigning of Personnel:

At any time, the Town may request in writing that the ambulance company reassign an employee currently providing emergency services to the Town, to duties other than duties under this contract. Upon receipt of such request, the company shall take appropriate steps to reassign that employee.

L) Compensation:

- 1) The parties hereto agree that in consideration of the faithful performance of the services provided by the AMR pursuant to this agreement that the AMR shall receive a service fee annually to be paid as follows:
 - a) July 1, 2008- June 30, 2009 = \$238,000.00 in 12 monthly payments of \$ _____
 - b) July 1, 2009- June 30, 2010 = \$239,000.00 in 12 monthly payments of \$ _____
 - c) July 1, 2010- June 30, 2011 = \$249,000.00 in 12 monthly payments of \$ _____
- 2) In addition to the services listed above, said service fee shall include full coverage for all emergency care and transportation of town employees injured in the line of duty.
 - a) The AMR shall supply to the Town, on a loan basis, four (4) S.A.E.D. (SEMI-AUTOMATIC EXTERNAL DEFIBRILATOR), which shall be included with the service fee. The Town shall sign a separate loaner agreement at time of loan of units, for \$1.00
- 3) The aforesaid payments to be made under the foregoing paragraphs for the term of this agreement are subject to and conditional upon annual appropriations approved by a duly convened town meeting of the Town. In the event such appropriations are not made, the parties hereto or any party hereto may terminate this contract, such termination to be effective at the end of the fiscal year in which appropriations were made to fund this agreement. The non-appropriation of any of the funds required for this agreement shall not be considered an event of breach.

M) Termination:

- 1) The AMR agrees that the Town shall have the right to terminate the Agreement in the Town's judgment, through the Board of Selectmen, if the service being provided is not consistent with the terms of the contract. Before terminating the agreement, the Town shall give notice of the claimed violations in writing, to the AMR and provide an opportunity to be heard and offer resolution therein at a public meeting before the Board of Selectmen.
- 2) The Board of Selectmen shall schedule the meeting not less than 14 days after giving such notice. The Town shall issue such notice in writing to the AMR. Such notice shall include any and all alleged contractual violations. The Town shall send such notice to the AMR via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.
- 3) After the meeting with the Board of Selectmen, the AMR shall have the opportunity to cure said violations, within 10 days. Details of the cure shall be provided by the AMR to the Board of Selectmen in writing and shall be sent to the Board of Selectmen via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.

- 4) Should the AMR fail to cure said violations within 30 days, the Board of Selectmen may terminate the contract after providing the AMR notice of termination. The AMR shall be sent notice of termination in writing within 24 hours of the Town's decision. Said notice shall be sent to the AMR via the US Postal Service, Certified and/or Registered Mail at the address of the successful AMR.
- 5) Should the Town terminate the contract as aforesaid, the Town shall have the right to contract said service from another qualified party. The AMR shall refund any remaining service fees, if already paid, from the termination date to the end of the respective fiscal year in which the termination occurred. The AMR is in no way liable or financially responsible for any increase in costs, (other than the performance bond to the Town) or service fees paid to the new contractor.
- 6) The AMR will handle all billing and book keeping in regards to any third party insurance carriers and will "accept assignment" from said carriers for emergency care and transportation of patients from the Town. In accepting assignment, the AMR is accepting as payment in full, that amount allowable by the third party insurer in accordance with the provisions of federal and state regulations or contracts with insurance companies, HMOs or other carriers, except that patients are responsible for "co-pays" or "deductibles" as required by their insurer.
- 7) The AMR reserves the right to take whatever collection steps necessary in regards to accounts that are paid directly by third party insurers to the patients or their heirs, for services rendered under this agreement.

N) Replacement Operation:

Should the Town purchase an ambulance, hire the appropriate personnel, obtain a State BLS or ALS license for patient transportation, the Town may notify the AMR thirty (30) days in advance of availability of the Town to provide back-up services, in addition to the AMR under section A (2).

Back-up procedures shall be as follows:

- 1) If the AMR is unable to arrive at the scene of a 911 request within 12 minutes for a patient whose condition is determined to be priority 3; or the AMR is unable to arrive at the scene of a 911 request within 12 minutes for a patient whose condition is determined to be priority 1 or 2 as defined by the Massachusetts OEMS Region V protocols, the Town will transport the patient at its sole discretion to an appropriate medical facility.
- 2) If the AMR unit and the Town unit are on scene, the AMR shall transport the patient, unless the Town unit is an ALS unit and the AMR unit is BLS and the emergency requires an ALS transport.
- 3) If the emergency were a priority 1 or 2 and requires transportation by the Town's BLS ambulance to an ALS intercept ambulance, the Town would transport the patient.

Should the Town transport patients inconsistent with these guidelines to an extent that reduced patient billing materially impacts the financial viability of this agreement and if the Town, at that time has both an ALS and a BLS unit licensed and in service, the AMR may, at its option, be released from all obligations of this agreement upon 90 days written notice to the Town. Material Impact, for this purpose, shall be defined as a reduction in patient billing of 10 % or

greater in a six-month period, compared to the six-month period immediately prior to the six-month period of reduced patient billing.

If the Town transports patients inconsistent with these guidelines as determined by the AMR, the AMR may request the EMS Committee to review any violation found within seven days of notice of said violation. The E.M.S. Committee shall investigate violations and present their findings in thirty days to the Board of Selectmen, at the next regular schedule Selectmen's meeting in Executive Session, if allowed by the Open Meeting Law. After a full review, including the hearing with the Selectmen, the AMR was successful, the Town will be obligated to the AMR for the full amount that would have been billed by the AMR had they provided the transportation, when funds are available.

O) **Amendments to Contract**

The EMS Committee would negotiate any additional amendments to the contract and present those amendments, in writing, to the Board of Selectmen, for their approval for the duration of this contract.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals on
This _____ day of _____ 20____.

AMERICAN MEDICAL RESPONSE OF MASSACHUSETTS, INC.

BY:

Signature

Print Name and Title

Signature

Print Name and Title

Town of Middleborough
BY:

Approved as to form:

Town Counsel, Middleborough

Board of Selectmen