

PROGRAM 275

AGREEMENT FOR AMBULANCE SERVICE

AGREEMENT made as of the 15th day of December, 2022, by and between the City of Medford, a municipal corporation of Middlesex County and the Commonwealth of Massachusetts, acting by and through its Mayor, and hereinafter called the "CITY" and having a usual place of business at 85 George P. Hassett Drive, Medford, MA, and Armstrong Ambulance Service, Inc., a Massachusetts corporation duly established by law and having a usual place of business at 87 Mystic Street, Arlington, Massachusetts, hereinafter referred to as "Armstrong".

WITNESSETH:

That in consideration of the CITY offering to Armstrong ambulance service requested by the residents of the City of Medford, and in further consideration of the mutual promises, warranties, covenants, representation and agreements made by the parties to each other, it is agreed as follow:

1. Term of Contract:

Armstrong will provide ambulance service to its citizens and visitors of the CITY twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year for a period of three (3) years, commencing on the 21st day of November, 2022 and terminating on the 20th day of November, 2025 and that in order to accomplish the emergency ambulance service as provided in this Agreement.

2. Scope of Service:

2.1. Dedicated Resources

One (1) Advanced Life Support Ambulance (ALS ambulance) 24 hours per day, 365 days per year, pursuant to 105 CMR 170.305 and other such laws or regulations as promulgated by the appropriate federal, state or local government or agency.

Two (2) Basic Life Support Ambulance (BLS ambulance) 24 hours a day 365 days per years, pursuant to 105 CMR 170.305 and other such laws or regulations as promulgated by the appropriate federal, state or local government or agency.

One (1) Basic Life Support Ambulance (BLS ambulance) Monday thru Friday 8 hours a day, pursuant to 105 CMR 170.305 and other such laws or regulations as promulgated by the appropriate federal, state or local government or agency.

2.2. Back Up Resources

In the event the dedicated resources are committed to emergency response, treatment or transport, Armstrong Ambulance shall in accordance with EMD Protocols dispatch the appropriate level of service (ALS or BLS) to every call within the response time parameters.

3
Full-time

2.3. Vehicle Age

The dedicated units shall be no more than (5) years old or less than 150,000 miles.

Armstrong shall maintain and keep all ambulances required by this agreement in good mechanical and operating condition. The vehicles and their maintenance logs shall be readily available for inspection by the Fire Chief or his/her designee.

2.4. Vehicle Type

The dedicated ambulances shall be Class V, Class I Type III or Class I Type II ambulances that meet the requirements of G.L. c 111c and 105CMR 170.455 as well as other applicable federal, state and local laws and regulations.

2.5. Garaging:

Armstrong will lease and maintain a garage within the City of Medford (approved by the Fire Chief) to house at a minimum, the P-1, A-1 and A-2 vehicle, for the duration of this Agreement.

3. Equipment

3.1. Armstrong shall install and maintain the Medford Fire and Police radio frequency in all of its ambulances (ALS and BLS)

3.2. All Armstrong ambulances will be monitored with Automatic Vehicle Locators (ALV) and Global Positioning Satellite (GPS). Armstrong will make available to the City of Medford the Web address to track the location of the dedicated Armstrong units.

3.3. Vehicles A1 and A2 will be each equipped with the LUCAS continuous CPR system.

4. Response Time Standards:

4.1. Armstrong will use its best efforts to arrive at the destination within the national response average of 7:59:59 minutes following dispatch, 90% of the time calculated each calendar month.

4.2. Armstrong will provide, by email, to the Chief of the Department the Medford Daily Summary. The daily summaries are the details that confirm the response data from the previous day's performance.

4.3. Ambulance performance to be reviewed monthly by the Fire Chief or his designee. It is understood that there may be exceptions due to weather and traffic conditions. A six minute (6:59:59) response time will be a goal. To allow for maximum preparedness and quality of care when transferring any critically ill patient to a hospital Emergency Room, the ambulance will call ahead and inform the Emergency Room of the impending arrival.

5. Performance Penalties

5.1. In the event Armstrong fails to comply with the response time standard, to be on-scene in less than 7:59:59 (the measurement will be a 90% fractile per month), if Armstrong's response is greater than 7:59:59 Armstrong will pay a penalty in the amount of \$500.00 to the City.

6. Personnel:

6.1. Certification

All Armstrong personnel shall be certified to the appropriate level of certification (i.e. EMT and Paramedic) as defined by the training requirements of chapter 111 c. of Massachusetts General Laws and applicable agency regulations.

6.2. Background Check

Armstrong will assure all persons assigned to Medford will have a completed background check (CORI, SORI, OEMS certification, Drug) prior to assignment to determine the person's suitability and character.

6.3. Minimum Experience

Each unit must have at least one (1) field provider with one (1) year of experience responding to EMS calls.

6.4. Staffing:

The City reserves the right to approve or disapprove of the Armstrong employees that staff the City emergency ambulances. Prior to the removal of any employee the parties shall meet to discuss the employee and to develop appropriate corrective actions as necessary.

6.5. Professionalism:

All Armstrong Ambulance employees responding to EMS calls in the City of Medford shall maintain a professional appearance to include neat uniform and good grooming. They shall conduct themselves in a professional manner at all times and shall show appropriate courtesy and respect towards all people they come in contact with. Any Armstrong Ambulance employee who demonstrates a consistent poor attitude or pattern of personal conflict with anyone while on duty in the City of Medford will be immediately reassigned to another location by Armstrong Ambulance.

7. Dispatch Communications:

7.1. All requests for Emergency ambulance that are received by the City through the 911 system (PSAP) will be transferred from the primary answering point (currently Medford Fire and Police Department) to the Armstrong Ambulance EMS PSAP in Arlington, MA for the purpose of Emergency Medical Dispatching. This will be done via single button transfer through the E911 system.

7.2. Upon receipt of a 911 call transfer Armstrong Ambulance shall dispatch the appropriate ambulance, maintain phone communication with the caller and provide any pre-arrival instructions until the first responders arrive and take over care of the patient

8. Semi-Automatic Defibrillators:

8.1. Armstrong shall further endeavor to improve the quality of emergency care provided by the Medford Fire Department by maintaining the (10) automatic external defibrillators ("AEDs") previously provided by Armstrong at no cost. The AEDs shall remain the property of Armstrong, and shall be returned to Armstrong upon expiration or termination of this contract. The City assumes all risk of loss or damage to the AEDs from any cause and shall maintain at the City's cost, the AEDs in good repair and operating condition, allowing for reasonable wear and tear, and shall not pledge, encumber or convey title to any of the AEDs. Armstrong makes no representation, warranty or guaranty, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose with regard to the AEDs or training supplied to the City pursuant to this contract. Should any of the AEDs fail or be damaged, inoperable, faulty or inaccurate or should the City fail to use the AEDs properly, under no circumstances shall Armstrong be liable for any loss of profits to the City or for any special, consequential, indirect or exemplary damages (all of which are hereby waived by the City), even if Armstrong has been advised of the possibility of such damages. If Armstrong should change cardiac monitor vendors, Armstrong will provide Medford Fire Department ten (10) such units to ensure the continuity of care between Armstrong Ambulance and Medford Fire department.

9. Record Keeping

9.1. Armstrong agrees to maintain accurate records of all emergency ambulance runs and services provided, as mandated by Massachusetts General Laws, Chapter 111C. These records shall be available to the Fire Chief upon request.

10. Contract Requirements:

10.1. On the effective date of this contract Armstrong shall provide a Seventy-Five Thousand and 00/100 Dollar (\$75,000) payment to the CITY and on each of the four (4) subsequent anniversaries of the effective date of this contract, Armstrong shall provide a Seventy-Five Thousand and 00/100 Dollar (\$75,000) payment to the CITY all of which will be used solely for the operation of the Medford 9-1-1 dispatch center in return for the CITY taking initial 9-1-1 calls and alerting Armstrong to all medical calls and requests for EMS. The CITY shall provide annual financial statements to Armstrong detailing the expenditure of the funds provided herein to demonstrate that the funds are used for such purposes. The parties agree that, except for the first installment of this payment, no funds shall be provided to the City by Armstrong pursuant to this section until such financial statements are provided to Armstrong for the prior year.

10.2. In payment of services rendered by Armstrong to the citizens of the City of Medford, Armstrong may submit bills for services to the citizens being served and private insurance companies, or any other third party payers, Medicare, or Medicaid. If, after billing, no payment is received by Armstrong, then Armstrong may undertake any legal process for the collection of the same from user, any third-party payer, and private insurance companies, Medicare or Medicaid. The City of Medford shall not be responsible for the payment of services rendered by Armstrong to the citizens of the CITY. Armstrong shall also provide such services to any employee, agent or servant of the CITY requiring such services and on account of injuries or illness incurred in the performance of duty or duties for the City of Medford, at no cost to the City. This paragraph does not prohibit billing by Armstrong to third party insurers.

10.3. Armstrong shall maintain liability and property damage insurance for all of its motor vehicles at levels specified in regulations issued by the Office of Emergency Medical Services of the Massachusetts Department of Public Health, or in the amount of a total umbrella of \$10,000,000 bodily injury and property damage. Armstrong further agrees to indemnify and hold the CITY harmless from and against any and all damages or injuries to any person or property which may accrue or arise from the action of its contractors, its agents, servants, or employees.

10.4. Armstrong acknowledges that it is an independent contractor and that it is solely responsible for all payments to personnel employed by it, all equipment purchased by it and utilized by Armstrong in the fulfillment of this Contract and that it is not engaged in a partnership, joint venture or any employer-employee relationship with the City of Medford.

10.5. Armstrong will provide CPR and First Responder Certification and recertification to public safety and municipal employees as designated by the Mayor. All continuing EMT and Paramedic education offered by Armstrong to its employees may be attended by the City of Medford Police Officers and Fire Fighters. Armstrong will supply an ambulance for public gatherings at the request of the Mayor. Armstrong will assist public agencies in public health education such as blood pressure screening and CPR.

10.6. In an effort to reduce the incidents of death due to Sudden Cardiac Arrest suffered by citizens and visitors to the City of Medford, Armstrong will work in cooperation with the City Health and Fire Departments to ensure the success of the Public Access AED Program. Armstrong will provide CPR and AED training for the community in conjunction with this program at mutually agreed dates and locations.

10.7. Armstrong will replace disposable medical supplies used by the Police or Fire Department at the scene of the medical call on a one-for-one basis. The City of Medford will be allowed to purchase medical supplies from Armstrong at our cost.

10.8. Armstrong will participate with the Medford Fire Department to form a Quality Review Committee to review the delivery of out-of-hospital services and in-hospital patient outcome to determine collaborative education modules.

10.9. Armstrong will supply a rehab unit at Medford fire scenes, at the CITY's request, to provide water and oxygen to fire fighters. A formalized protocol will be developed by Armstrong in conjunction with the Medford Fire Training Division.

10.10. Both A-1 and A-2 will have distinctive lettering to reflect the dedicated service to the City of Medford. The exact wording will be agreed upon by Armstrong and the City and meet OEMS compliance.

10.11. Armstrong will assist the CITY in the development of its service zone plan, as required under applicable law.

10.12. This contract is made subject to all Federal and State laws and ordinances of the City and if any clause thereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

11. Termination:

11.1. Termination for Cause. If at any time during the term of this contract the CITY determines that Armstrong has breached the terms of this contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the CITY, or by not complying with the direction of the CITY or its agents, or by otherwise failing to perform this contract in accordance with all of its terms and provisions, the CITY shall notify Armstrong in

writing stating therein the nature of the alleged breach and directing the Armstrong to cure such breach within ten (10) days. If Armstrong fails to cure said breach within ten (10) days, the City may, at its election at any time after the expiration of said ten (10) days, terminate this contract by giving written notice thereof to Armstrong specifying the effective date of the termination. Upon receipt of said notice, Armstrong shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this contract shall terminate.

11.2. Termination for Convenience. The CITY may terminate this contract at any time for convenience by providing Armstrong written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, Armstrong shall cease to incur additional expenses in connection with this contract.

12. Compliance with Laws:

Armstrong shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the work provided pursuant to this contract, including, but not limited to, the Health Insurance and Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, as amended from time to time and any applicable state laws and regulations governing the use, disclosure, security, confidentiality and destruction of any and all records which contain individuals' protected health information or confidential information protected by G.L. c. 93H, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.

13. Confidentiality and Compliance:

13.1 Each party shall maintain patient confidentiality in accordance with all federal and state laws and standards, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be amended from time to time. The parties hereby further agree to execute a Business Associate Agreement, which is expressly incorporated to this Agreement and attached as Exhibit ____.

13.2 The parties shall, and intend for this Agreement to, comply with all applicable federal and state laws pertaining to the provision of healthcare services, including but not limited to the federal Physician Self-Referral Law (commonly known as the Stark Law), any state self-referral law, the federal Anti-Kickback Statute, any state kick-back statute, and any implementing regulations for such laws, as all may be amended from time to time.

14. Notice:

Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses

set forth on Page I or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

15. Governing Law:

This contract shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and Armstrong submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this contract.

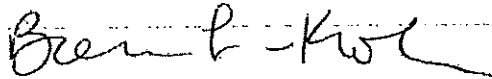
16. Entire Agreement:

This contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

Witness our hands and seals this 13 day of November 2022:

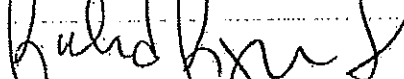
day of December 2022

City of Medford



Breanna Lungo-Koch, Mayor

Armstrong Ambulance, Inc.



Richard Raymond, CEO

Approved as to Form