

AMBULANCE SERVICES AGREEMENT BETWEEN  
THE TOWN OF PLAISTOW  
AND  
TRINITY EMS INC. OF MASSACHUSETTS

This Agreement ("Agreement") is between Trinity EMS INC. of Massachusetts, d/b/a Trinity EMS Inc. a Massachusetts corporation, hereinafter referred to as "TRINITY EMS Inc." and Town of Plaistow, hereinafter referred to as "The Town".

RECITALS

WHEREAS, The Town desires for TRINITY EMS Inc. to provide emergency medical services and transports within the service the area of the towns of Atkinson, Danville, Hampstead, Newton, Plaistow, and Sandown, hereinafter referred to as "The System"; and

WHEREAS, TRINITY EMS INC. has the experience and resources available to provide such services twenty four hours a day seven days a week;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, incorporate the above Recitals and agree as follows:

AGREEMENT

1. Term and Termination: This Agreement shall be for an initial term of *thirty six* months beginning on *March 1, 2019, and shall run concurrently until February 28, 2022* and be for zero dollars and no cents (\$0.00), unless sooner terminated in accordance with the provisions of this Agreement. This Agreement may be terminated by either party upon the material breach of this Agreement by the other party if such breach is not cured within (30) thirty days written notice ("Breach Notice") thereof to the other Party. The Breach Notice must specifically identify the material breach and specifically request remedy.
  - a. This agreement may be terminated after the 3rd year by any town with at least 60 days written notice. If no town submits written notice within the 60 days then this agreement shall be automatically renewed for a fourth term beginning on March 1, 2022 through February 28, 2023 and again for a fifth term beginning on March 1, 2023 through February 29, 2024.
  - b. This agreement is contingent upon valid agreements with TRINITY EMS Inc. and all the towns within the System, identified as the towns of Atkinson, Danville, Hampstead, Newton, Plaistow, and Sandown. Should any town within the System terminate their agreement, TRINITY EMS

Inc. reserves the right to terminate the agreements with the other towns upon ninety (90) days written notice, after which TRINITY EMS Inc. and the remaining towns may renegotiate a new agreement, if mutually desired by the parties.

2. Emergency Medical Services: TRINITY EMS Inc. will provide Advanced Life Support service consisting of two ALS ambulances to the System, certified to the standards set forth by the New Hampshire Department of Safety/Bureau of EMS, each staffed with one (New Hampshire) Nationally Registered certified Paramedic and one (New Hampshire) Nationally certified Emergency Medical Technician or higher, within the System service area on a twenty-four (24) hour a day basis during the Term of this Agreement. TRINITY EMS Inc. shall respond immediately in accordance with applicable dispatch protocols. At all times while transporting an ALS criteria patient, the highest licensed provider i.e. - paramedic, will render all patient care.

With respect to the emergent transport of sick or injured patients, each individual community identified on Page 1, first paragraph in Recitals, may initiate a transport if, in their opinion, the patient's condition warrants a quicker transport than would be effected by Trinity EMS based on their reported ETA to the scene. This includes either initiating transport with Town resources or, optionally, utilizing another EMS provider (e.g. mutual aid if available).

3. Billing for Emergency Medical Services: TRINITY EMS INC. will bill and keep all fees for emergency medical services provided from their ambulances. TRINITY EMS INC. will be responsible for the collection of any and all fees due and owing to it by those persons furnished with emergency medical services. TRINITY EMS INC. will bill emergency medical services at its usual and customary rate. The Town shall have no financial obligation to TRINITY EMS Inc. for any emergency medical services performed by TRINITY EMS Inc. The Town will not seek fees or payment from TRINITY EMS Inc, patients or any other third-party payors for any emergency medical services, except in the case of a Town Paramedic Intercept of a TRINITY EMS Inc. BLS unit, or under other state or applicable laws.
  - a. In the case of a Town Paramedic Intercept of a TRINITY EMS Inc. BLS unit, TRINITY EMS Inc. will bill for ALS services and reimburse the intercepting Town a flat fee of \$300.00 per transport. Payment to the Town shall not be conditioned upon TRINITY EMS Inc. receipt of payment for the ALS transport. The Town shall forward to TRINITY EMS Inc. an invoice for each intercept, accompanied with the ALS paperwork needed to bill for the service. TRINITY EMS Inc. shall pay the Town within 30 days following receipt of the invoice and applicable paperwork.



4. Bills for the transportation of Town Employees: If for any reason TRINITY EMS INC. transports an on-duty Town employee, TRINITY EMS Inc. will bill customary rates to the Town's insurance carrier. At no time will TRINITY EMS INC. bill any Town employee to their private residence for any cost above what is customarily allowed by the insurance carrier.
5. Replacement of equipment: It will be understood that a one for one replacement of equipment will exist between TRINITY EMS Inc. and on scene personnel, as long as patient condition allows it.
6. Standard of Emergency Medical Services: TRINITY EMS Inc. will provide emergency medical services in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry. TRINITY EMS Inc's staff and vehicles will be licensed, certified and equipped in accordance with applicable federal, state and local laws.
7. Ambulance Housing: The ambulances used for service to the System shall be housed in two locations. One will primarily be in the Atkinson Fire Department station, per a separate lease agreement with the Town of Atkinson, and the second will primarily be in the Hampstead Fire Department station, per separate lease agreement with the Town of Hampstead. It is understood these ambulances may be, on occasion, outside of their respective primary locations due to the nature of the service. However it is understood that unless they are actively engaged in an emergency response and/or transport, they will remain within the communities that comprise the System.
8. Back-Up Emergency Medical Services: Whenever the primary ambulance is being utilized for emergency services, TRINITY EMS Inc. shall provide a back-up ambulance from TRINITY EMS Inc.
9. Quality Improvement: TRINITY EMS Inc. and the Town agree to meet upon request by either party to review quality assurance data and any other issues pertinent to the performance of this agreement. For the duration of this contract Trinity EMS will submit to "the System" a monthly total for all system transports, including ALS and BLS break downs and destinations.
10. Insurance: TRINITY EMS Inc. will obtain and maintain throughout the term of this Agreement, comprehensive automotive insurance, comprehensive general liability insurance, and professional liability insurance. Throughout the Term of this Agreement, TRINITY EMS Inc. will provide the Towns with proof of insurance when requested by any Town
  - a. Insurance coverage shall be maintained throughout the term of this Agreement at the following levels: General Liability Aggregate: \$6,000,000; General Liability per Occurrence: \$2,000,000; Personal Injury: \$2,000,000; Automobile Liability: \$5,000,000; Worker's

Compensation: \$1,000,000; Professional Liability: \$10,000,000 (per occurrence/aggregate). Town shall be named as "Additional Insured"

11. Indemnity:

- TRINITY EMS Indemnification. TRINITY EMS, the "Indemnitor", shall defend, indemnify and hold harmless the Town of Plaistow, and its officials and employees from and against any and all Losses incurred by the Town of Plaistow to the extent arising out of or relating to TRINITY'S negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of TRINITY EMS.
- Town of Plaistow Indemnification. The Town of Plaistow, the "Indemnitor", shall defend, indemnify and hold harmless TRINITY EMS, and its officials and employees from and against any and all Losses incurred by TRINITY EMS arising out of or relating to the Town of Plaistow's negligence or breach of its obligations or warranties set forth in this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of the Town of Plaistow.

12. Relationship: In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and no party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. It will be understood that once dispatched to a call, said ambulance shall notify Plaistow Dispatch their medical level (Basic/Advanced/paramedic), location they are responding from and estimate time of arrival to the incident and will fall under the rules of the Incident Command System and/or the National Incident Management System.

13. No Influence Of Referrals: It is not the intent of any party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, nor shall it be based on the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided. Beginning with the effective date of this Agreement and every year thereafter on the anniversary date of this Agreement, the Town shall certify to TRINITY EMS Inc. that the compensation received for Paramedic Intercept services under this Agreement in the prior twelve month period did not exceed the cost to the Town to provide the Paramedic Intercept services. The parties hereto agree that at no time shall the Paramedic Intercept Fee provided for herein exceed the Town's cost of providing such services.



14. Governing Law: This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.
15. Compliance with Laws: Each party shall be in material compliance with all applicable federal, state or local laws.
16. Amendments to Agreement: This Agreement contains all agreements of the parties with respect to the matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.
17. Notice: Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to TRINITY EMS Inc:

With Mandatory Copy to:

Trinity EMS INC,  
**Administration**  
PO Box 187  
Lowell MA 01853

If to the Town:

The Town of Plaistow  
**27 Elm Street**  
Plaistow, NH 03865  
Attention: **Fire Chief**

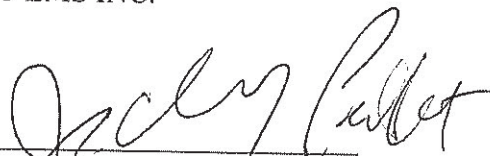
18. Force Majeure. TRINITY EMS Inc. shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, or other circumstances not reasonably within its control.
19. HIPAA. Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations there of under ("HIPAA"), and with such other requirements of HIPAA that may become effective during the term of this contract. "The System" shall reasonably assist TRINITY EMS INC. in complying with HIPAA, including assisting TRINITY EMS Inc. in providing TRINITY EMS Inc's notice of privacy practices to Patients prior to non-emergency transports and as soon as reasonably possible after emergency transports, and obtaining an acknowledgment of delivery of such

notices for non and emergency transports. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

20. Compliance Program and Code of Conduct: The Town acknowledges that TRINITY EMS Inc. has made available to each Town a copy of its Compliance Program and Code of Conduct and that it may be changed from time-to-time. "The System" shall comply with any training requirements that may be legally imposed upon TRINITY EMS Inc. by any applicable regulatory authority, but will not assume any financial responsibility by said compliances.
21. Non-Exclusion. Each party represents and certifies that it has not been convicted of any conduct identified on **Exhibit "A"**. Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program, as provided on Schedule C or otherwise. Each party understands that if DHHS or OIG excludes it, or any of its employees who provide health care services, from participation in Federal health care programs, the party must notify the other party within 5 days of knowledge of such fact, and the other party may immediately terminate the Agreement.

SIGNATURE PAGE TO FOLLOW

TRINITY EMS INC.

By:   
John Cherny, President  
Date:                     

TOWN OF PLAISTOW

By: 

Date: 1/29/19

By:                     

Date:                     

By:                     

Date:                     

By:                     

Date:                     

By:                     

Date:



**Exhibit "A"**  
Overview of law regarding exclusion from  
Medicare and State Health Care Programs  
**42 U.S.C. 1320a-7**

(a) **Mandatory exclusion.** The Secretary shall exclude the following individuals and entities from participation in any Federal health care program (as defined in section 1320a-7b(f) of this title):

(1) Conviction of program-related crimes. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under subchapter XVIII of this chapter or under any State health care program.

(2) Conviction relating to patient abuse. Any individual or entity that has been convicted, under Federal or State law, of a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service.

(3) Felony conviction relating to health care fraud. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, in connection with the delivery of a health care item or service or with respect to any act or omission in a health care program (other than those specifically described in paragraph (1)) operated by or financed in whole or in part by any Federal, State, or local government agency, of a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct.

(4) Felony conviction relating to controlled substance. Any individual or entity that has been convicted for an offense which occurred after August 21, 1996, under Federal or State law, of a criminal offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance.

(b) **Permissive exclusion.** The Secretary may exclude individuals and entities from participation in any Federal health care program. These Permissive Exclusions are for misdemeanors of the above (see 42 USC 1320a-7(b)(1-15)) offenses plus other infractions that shall be determined on an individual case-by-case basis.

(NOTE: the DHHS and OIG list of excluded individuals/entities is available through the Internet at <http://www.hhs.gov/oig>)