

AMBULANCE SERVICES AGREEMENT BETWEEN  
THE TOWNS OF ATKINSON, DANVILLE, HAMPSTEAD, NEWTON AND  
SANDOWN  
AND  
PRIDESTAR EMS INC. OF MASSACHUSETTS

This Agreement (“Agreement”) is between PRIDESTAR EMS Inc. of Massachusetts, a Massachusetts corporation and Towns of Atkinson, Danville, Hampstead, Newton and Sandown.

RECITALS

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

WHEREAS, PRIDESTAR 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:

Definitions

1. Advanced life support (ALS) means medical procedures and the scope of practice rendered by advanced emergency medical care providers in accordance with RSA 153-A:12.
2. Basic life support (BLS) means fundamental medical procedures and the scope of practice in which emergency medical care providers at the first responder or emergency medical technician-basic levels are trained in accordance with RSA 153-A:11.
3. Per the use of this agreement, the term S3 or S4 refers to the Supervisor Vehicle that is staffed with 1 (one) ALS level (Paramedic) Supervisor.

AGREEMENT

1. The term of this contract shall be for twelve (12) months, commencing on March 1, 2024, the Effective Commencement Date of the contract, and terminating February 28, 2025. The system reserves the right to, at its own discretion and

mutually agreed upon with Pridestar EMS, Inc., renew the contract for one (1) additional two (2) year term.

- a. This agreement is contingent upon valid agreements with PRIDESTAR EMS Inc. and all the towns within the System, identified as the towns of Atkinson, Danville, Hampstead, Newton, and Sandown. Should any town within the System terminate their agreement, PRIDESTAR EMS Inc. reserves the right to terminate the agreements with the other towns upon ninety (90) days written notice, after which PRIDESTAR EMS Inc. and the remaining towns may renegotiate a new agreement, if mutually desired by the parties.
2. Payment: Payment under this Agreement shall not exceed (without prior written approval), the sum of SIX HUNDRED FIFTY THOUSAND (\$650,000.00) DOLLARS for the period commencing on the Effective Commencement Date or March 1, 2024, of the contract and terminating February 28, 2025. PRIDESTAR EMS, Inc. will invoice each Town their respective quarterly amount thirty (30) days prior to the due date according to the payment schedule below. Total payments under this Agreement for the one (1) year period shall not exceed without prior written approval the sum of, SIX HUNDRED FIFTY THOUSAND (\$650,000.00) DOLLARS, subject to Effective Commencement Date and annual appropriation.

If the System exercises the one (1) additional two (2) year term, there shall be a built-in escalator clause for year two (2) and year three (3). An escalator of 2.5% shall be calculated into the subsidy as follows:

Year 2 (March 1<sup>st</sup>, 2024 – February 28<sup>th</sup>, 2025) Annual Subsidy: \$666,250.00

Year 3 (March 1<sup>st</sup>, 2025 – February 28<sup>th</sup>, 2026) Annual Subsidy: \$682,906.25

Payments terms for years two (2) and three (3) will reflect the same initial quarterly payment schedule as year one (1).

Initial Payment schedule (Year one (1)):

Town	Quarterly Installment	Contract Year 2024/25	Contract Year 2024/25	Contract Year 2024/25	Contract Year 2024/25
Atkinson	\$32,500.00	6/1/2024	9/1/ 2024	12/1/2024	3/1/2025
Danville	\$32,500.00	6/1/2024	9/1/ 2024	12/1/2024	3/1/2025
Hampstead	\$32,500.00	6/1/2024	9/1/ 2024	12/1/2024	3/1/2025
Newton	\$32,500.00	6/1/2024	9/1/ 2024	12/1/2024	3/1/2025
Sandown	\$32,500.00	6/1/2024	9/1/ 2024	12/1/2024	3/1/2025

Yearly Total	\$650,000.00				
-----------------	--------------	--	--	--	--

3. Emergency Medical Services: PRIDESTAR EMS Inc. will provide Advanced Life Support service consisting of Two (2) 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, dedicated to the System on a twenty-four (24) hour a day basis during the Term of this Agreement. PRIDESTAR 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 PRIDESTAR EMS Inc. based on their reported ETA to the scene. This includes either initiating transport with Town resources, PRIDESTAR EMS Inc. staffing an ambulance with an Advanced EMT or S3 or S4 or, optionally, utilizing another EMS provider (e.g. mutual aid if available).

4. Billing for Emergency Medical Services: PRIDESTAR EMS INC. will bill and keep all fees for emergency medical services provided from PRIDESTAR EMS INC. ambulances'. PRIDESTAR 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. PRIDESTAR EMS INC. will bill emergency medical services at its usual and customary rate. The System shall have no financial obligation to PRIDESTAR EMS Inc. for any emergency medical services performed by PRIDESTAR EMS Inc. The System will not seek fees or payment from PRIDESTAR EMS Inc, patients or any other third-party payors for any emergency medical services, except in the case of a Paramedic Intercept by a member town of the System of a PRIDESTAR EMS Inc. BLS unit, or under other state or applicable laws. The Town may bill for services if a Town otherwise provides emergency medical transport, pursuant to the Second Paragraph of Section 3 of this Agreement.
  - a. In the case of a Town Paramedic Intercept of a PRIDESTAR EMS Inc. BLS unit, PRIDESTAR EMS Inc. will bill for ALS services and reimburse the intercepting Town the difference between and ALS and BLS call per transport. Payment to the Town shall be conditioned upon PRIDESTAR EMS Inc. receipt of payment for the ALS transport. The Town shall forward to PRIDESTAR EMS Inc. with the ALS paperwork needed to bill for the service. PRIDESTAR EMS Inc. shall pay the Town within 30 days following receipt of payment.

5. Bills for the transportation of Town Employees: If for any reason PRIDESTAR EMS INC. transports an on-duty Town employee, PRIDESTAR EMS Inc. will bill customary rates to the Town's insurance carrier. At no time will PRIDESTAR EMS INC. bill any Town employee to their private residence for any cost above what is customarily allowed by the insurance carrier.
6. Replacement of equipment: It will be understood that a one for one replacement of equipment will exist between PRIDESTAR EMS Inc. and on scene personnel, as long as patient condition allows it.
7. Standard of Emergency Medical Services: PRIDESTAR EMS Inc. will provide emergency medical services in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry. PRIDESTAR EMS Inc's staff and vehicles will be licensed, certified and equipped in accordance with applicable federal, state and local laws.
8. 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.
9. Back-Up Emergency Medical Services: Whenever the primary ambulances are being utilized for emergency services, PRIDESTAR EMS Inc. shall provide a back-up ambulance from PRIDESTAR EMS Inc. when available utilizing S3 or S4.
10. Quality Improvement: PRIDESTAR EMS Inc. and the System 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 Pridestar EMS will submit to "the System" a monthly total for all system transports, including ALS and BLS break downs and destinations.
11. Insurance: PRIDESTAR 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, PRIDESTAR EMS Inc. will provide the Towns with proof of insurance when requested by any Town member of the System. PRIDESTAR EMS Inc. shall maintain insurance policies for the entirety of the Term of the Agreement in the following amounts:
  - a. Worker's Compensation liability insurance will be provided as required in accordance with applicable law.;

- b. Liability and property damage insurance on all vehicles used in the performance of services under this agreement. Each Party agrees to maintain insurance for at least
- c. \$3,000,000 for injuries to or death of any one person, and \$3,000,000 for more than one person, and \$3,000,000 for property damage per vehicle;
- d. An overall liability policy of at least \$3,000,000;

12. Indemnity:

- PRIDESTAR EMS Inc. Indemnification. PRIDESTAR EMS Inc. and its successors and assigns (“PRIDESTAR Indemnitors”), shall defend, indemnify and hold harmless the Towns of Atkinson, Danville, Hampstead, Newton and Sandown, and its officials, employees, agents, successors and assigns (“Town Indemnitees”) from and against any and all claims, lawsuits, causes of action, regulatory proceedings, investigations, judgments, and government fines and penalties, and any costs reasonably incurred in connection therewith (including reasonable attorney’s fees) (“Losses”) incurred by the Town Indemnitees to the extent arising out of or relating to the PRIDESTAR Indemnitors’ negligence, breach of its obligations or warranties set forth in this Agreement, or violation of any local, state or federal laws, rules, or regulations to the extent such arises out of the performance of any obligations pursuant to this Agreement, except to the extent such Losses are caused by the gross negligence or willful misconduct of the Town Indemnitees.
- Towns of Atkinson, Danville, Hampstead, Newton and Sandown Indemnification. The Towns of Atkinson, Danville, Hampstead, Newton and Sandown, individually, on behalf of their respective officials, employees, agents, successors, and assigns (the “Town Indemnitors”), shall defend, indemnify and hold harmless PRIDESTAR EMS Inc., and its officials, employees, agents, successors and assigns (“PRIDESTAR Indemnitees”) from and against any and all Losses incurred by PRIDESTAR EMS arising out of or relating to the Town Indemnitors’ negligence, breach of its obligations or warranties set forth in this Agreement but only to the extent of the Towns’ insurance coverage and except to the extent such Losses are caused by the gross negligence or willful misconduct of the PRIDESTAR Indemnitees; provided, however, each Town agrees that it is obligated to procure and maintain liability insurance covering the negligence of the Town Indemnitors throughout the term of this Agreement in the amount of \$3,000,000 per occurrence. The indemnification obligations set forth in this Paragraph shall not be joint and several amongst the Towns; therefore, any indemnification obligations arising from the actions of any individual Town will not be imputed and shall not trigger any obligation to indemnify of any other

Town. The indemnification obligations set forth herein shall be limited to the amount of the Town's individual insurance coverage. Nothing in this indemnification shall be construed as waiving, abrogating, modifying, otherwise impacting any available defenses, privileges or immunities as available to the Towns against a claimant (other than the PRIDESTAR Indemnitees) or third-party either at law or in equity.

13. 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 Rockingham 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.
14. 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 System shall certify to PRIDESTAR 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 System to provide the Paramedic Intercept services. The parties hereto agree that at no time shall the Paramedic Intercept services provided for herein exceed the System's cost of providing such services.
15. Governing Law: This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire.
16. Compliance with Laws: Each party shall be in material compliance with all applicable federal, state or local laws. PRIDESTAR EMS, Inc. acknowledges and represents that, except as otherwise set forth herein and only to the extent applicable to PRIDESTAR EMS in the performance of the duties described hereunder, it is solely responsible for complying with all rules, regulations, standards, and practices related to the provision of emergency medical services, including those related to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), RSA chapter 153-A, and New Hampshire Code of Administrative Rules Chapter Saf-C5900."

17. 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.
18. 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 PRIDESTAR EMS Inc:

With Mandatory Copy to:

Pridestar EMS INC,  
**Administration**  
229 Stedman Street  
Lowell MA 01851

If to the Town:

The Town of Atkinson  
**PO Box**  
Atkinson, NH 03XXX  
Attention: **Fire Chief**

The Town of Danville  
**PO Box**  
Danville, NH 03XXX  
Attention: **Fire Chief**

The Town of Hampstead  
**PO Box**  
Hampstead, NH 03XXX  
Attention: **Fire Chief**

The Town of Newton  
**PO Box 1756**  
Sandown, NH 03873  
Attention: **Fire Chief**

The Town of Sandown  
**PO Box 1756**  
Sandown, NH 03873

Attention: **Fire Chief**

19. Force Majeure. PRIDESTAR 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.
20. HIPAA. Each party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations there under ("HIPAA"), and with such other requirements of HIPAA that may become effective during the term of this contract. "The System" shall reasonably assist PRIDESTAR EMS INC. in complying with HIPAA, including assisting PRIDESTAR EMS Inc. in providing PRIDESTAR 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.
21. Compliance Program and Code of Conduct: The System acknowledges that PRIDESTAR EMS Inc. has made available to each member Town of The System 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 PRIDESTAR EMS Inc. by any applicable regulatory authority, but will not assume any financial responsibility by said compliances.
22. 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

PRIDESTAR EMS INC.

By: \_\_\_\_\_

David T. Daly, President & CEO

Date: \_\_\_\_\_

TOWN OF ATKINSON

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF DANVILLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF HAMPSTEAD

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF NEWTON

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF SANDOWN

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**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>)