

**TOWN OF HUDSON
PROFESSIONAL AMBULANCE SERVICE AGREEMENT**

This Agreement by and between the Town of Hudson, Middlesex County, Massachusetts, a municipal corporation, herein referred to as "Town" by its duly appointed Executive Assistant hereunto duly authorized with no personal liability, and Patriot Ambulance Inc., a Massachusetts corporation, herein referred to as "Patriot", is to provide professional paramedic ambulance service as follows:

1. "Patriot" will furnish professional paramedic transport service with vehicles fully staffed with two paramedics and fully equipped in accordance with all applicable laws and regulations of the Commonwealth of Massachusetts for the "Town" on a twenty-four (24) hour per day basis for the term of three (3) years, with the option of an extension upon agreement of the parties. Said ambulance shall respond immediately to all calls for medical emergencies from the "Town" Public Safety Dispatch Center.
2. Ambulance coverage shall be provided as follows:
 - a. There will be Three (3) Class 1 paramedic transport ambulances in service to the City of Marlborough and the "Town", twenty-four (24) hours a days seven days a week. Vehicles will be dedicated to emergency responses and will not be utilized for routine transportation of patients.
 - b. "Patriot" will house (1) ambulance in the Town of Hudson, and (2) in the City of Marlborough. An additional ambulance that can be utilized for routine transportation of patients may be available for emergency responses between both communities. The transport ambulance must make regular daily radio reports to dispatch on availability.
 - c. "Patriot" agrees to house an additional Class 1 paramedic transport ambulance dedicated to emergency responses in the town of Hudson twenty-four (24) hours a day seven days a week when call volume averages six (6) transports per day over the course three consecutive months.
 - d. When either of these vehicles becomes committed to a response, the other may be moved to a posting location where it is better positioned to respond to additional calls. "Patriot" in consultation with the Marlborough and the Hudson Fire Chiefs shall determine and periodically review appropriate posting locations.
 - e. All employees assigned to the contract shall be properly vetted by Patriot Ambulance for work in each respective community. The fire chief reserves the right to approve employees for work in the Town of Hudson. Their continued employment in the Hudson EMS system is contingent upon the Fire Chief's continued approval. Any concerns regarding employee conduct will be directed to Patriot management for their immediate action.
 - f. Upon arrival of the first fire department personnel at any public safety incident, the Incident Command System (ICS) shall be established in accordance with the Department Standard Operating Guidelines. The Incident Commander (IC) shall be the first senior fire department employee on scene until command is passed to a higher-ranking fire official. Upon arrival of the ambulance, the senior

paramedic shall supervise all direct medical care of patients and confer with the IC as to all needs to accomplish patient care. The IC will direct all matters concerning the incident including scene safety, incident mitigation, extrication tactics, etc.

3. This agreement shall not relieve the person or parties utilizing such ambulance service from any or all costs, which may or might be incurred by them as a result of such service. "Patriot" shall provide a schedule of charges as part of this agreement and "Patriot" will accept Medicare and Medicaid assignments.
4. "Patriot" will be responsible for billing and collections. The "Town" shall not be liable for payment of any uncollected bills.
5. Upon receipt of dispatch for emergency medical services, "Patriot" agrees to respond to the scene within one minute from the time the call was received.
6. "Patriot" agrees to indemnify and hold harmless the "Town" from any and all claims, law suits or litigation and any damages or loss incurred but not limited to expenses and legal fees resulting there from which may arise under this agreement, and also to indemnify the "Town" from any liability imposed upon it as a result of this agreement. Additionally, "Patriot" agrees that the aforementioned indemnification shall apply to the employees of the "Town", including but not limited to members of the Hudson Fire Department, when they are engaged in operating or riding in a "Patriot" vehicle for the purpose of providing an additional level of care for the patient being transferred for public safety purposes.
7. In furtherance of #6 above, "Patriot" agrees to carry the "Town" as an additional insured on its insurance policies with said policies being so endorsed pertaining to its operations delineated under this agreement, with written evidence being furnished to the "Town" simultaneous with the execution of this agreement.
8. Should "Patriot", at anytime during the term of this agreement, fail to provide ambulance service under the terms and conditions set forth, or other wise default in the performance of this agreement, then in such case, the Executive Assistant of the "Town", or his designee, shall inform "Patriot" to perform its duties which shall be rectified by "Patriot" within thirty (30) days. Failure to do so will be grounds for termination of this contract by the "Town" in its sole discretion. In the event of such termination "Patriot" agrees to provide operational assistance and transport service otherwise required and on the same terms there under for a period of nine (9) months or upon the "Town's" designation of a replacement ambulance service, which ever occurs first.
9. Training:
 - a. Emergency Medical Dispatch Training (EMD): "Patriot" agrees to provide EMD training to Public Safety Communications personnel. EMD training shall be offered at a mutually agreed time. Additionally, "Patriot" will provide the "Town" with two sets of the APCO Institutes guide cards for use by Public Safety Communication personnel.
 - b. First Responder Training: "Patriot" agrees to train and re-certify fire and police personnel to the First Responder level, to include CPR, First Aid and Defibrillation.

- c. "Patriot" agrees to hold jointly scheduled training courses and programs that will result in re-certification credit for emergency medical technicians (8 live continuing education sessions, one live refresher and one online refresher annually). Such programs shall be at the request of the Fire Chief. "Patriot" agrees to make all Patriot online education available to fire personnel. Training shall be offered at no additional cost to the "Town". The "Town" will provide the training site for courses and programs.
10. To continually strive and improve or enhance professional service, "Patriot" agrees to participate in Emergency Management drills, as requested by the "Town" on an ongoing basis.
11. Any supplies owned or carried by the "Town" fire or police department that are used on or accompany any patient will be replaced on site by "Patriot".
12. "Patriot" agrees to provide additional EMS units, as requested by the Fire Chief or his designee, for the coverage of municipality sponsored events such as parades, etc at no additional cost to the "Town".
13. Patriot" shall provide monthly comprehensive ambulance activity reports to the Fire Chief. The report shall include:
 - a. Number of calls by week, day and month, segregated by ALS and BLS.
 - b. Request for service, source of request for service, number of patients transported, response times, amount received per patient, skills used by EMTs and demographics of the patient population.
14. Term of this agreement shall be from July 1, 2020 through June 30, 2023. This agreement may be extended upon mutual consent of both parties.
15. The parties hereto have read the terms of this agreement before signing and hereby agree that no statement, agreement to understanding, oral or written not contained herein or attached hereto, will be recognized or enforced.
16. The parties to this agreement stipulate that Massachusetts Law shall govern all rights and obligations by said parties under this agreement.
17. "Patriot" agrees, acknowledges, and affirms that during the terms of this agreement it shall fully comply with the provisions of Chapter 111C of the Massachusetts General Laws together with all regulations promulgated there under all other laws regulating the use of ambulance in the Commonwealth of Massachusetts.
18. "Patriot" will furnish to the "Town" a performance bond, issued by a qualified insurance or surety company as approved by the Town Counsel, guaranteeing performance of all obligations contained herein, in an amount as agreed upon with the executive assistant or his designee on behalf of the "Town".
19. In consideration of dispatch services provided by the "Town" to ambulance(s) provided under this agreement, "Patriot" agrees to provide an annual emergency dispatch fee to the "Town". This fee was not adjusted during the term of the FY 2018-2020 contract. The

CPI July 1, 2019 was 2%. 2% of 27,740 is \$555 which is due the town of Hudson for FY20. The FY 2020 new base figure is \$28,295. Patriot agrees to a new dispatch service fee of 15% of the FY20 base figure \$28,295 which is \$4,244 plus the FY2020 base figure of \$28,295 for a total of \$32,539 new base amount payable to the town of Hudson July 1, 2020 and on July 1 of each subsequent year of this contract. It shall be the sole responsibility or "Patriot" to submit the final agreement to the United States Department of Health and Human Services, Office of the Inspector General, for an advisory opinion and bear responsibility for any costs relative thereto.

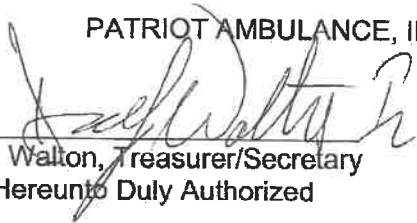
20. In consideration of the cost to the "Town" to provide personnel staffing of a Patriot Ambulance, "Patriot" shall reimburse the "Town" for such services at the overtime rate for a 3.5-hour minimum call-in time. Reimbursement shall occur anytime the department staffing falls below the existing daily staffing level requiring call back staffing.
21. "Patriot" agrees to provide Global Positioning System (GPS) tracking of ambulance(s) provided under this agreement to "Town" dispatch center in order to better track resource and minimize response times.
22. If any section, sentence, clause, phrase or any portion of this agreement is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, then such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Witness our hands and seals this 20th day of _____ June 2020.

TOWN OF HUDSON

PATRIOT AMBULANCE, INC.


Thomas Moses, Executive Assistant
Hereunto Duly Authorized


David J. Walton, Treasurer/Secretary
Hereunto Duly Authorized

CERTIFICATE OF AUTHORITY
MEETING OF BOARD OF DIRECTORS

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TOWN OF HUDSON

Thomas Moses, Executive Assistant
Hereunto Duly Authorized

PATRIOT AMBULANCE, INC.



David J. Walton, Treasurer/Secretary
Hereunto Duly Authorized

CERTIFICATE OF AUTHORITY
MEETING OF BOARD OF DIRECTORS

At a meeting of the Directors of the Patriot Ambulance (corporation) duly called and

held at CHELMSFORD, MASS on the 24th day of June of June in the 2020 year at which a quorum was present and acting, it was voted that DAVID WALTON the TREASURER of this Corporation is hereby authorized and empowered to submit a bid, make enter into, sign, seal and deliver, on behalf of this Corporation a Contract

Brief Description:
911 AMBULANCE CONTRACT - TOWN OF HUDSON
JULY 2020 TO JUNE 2023

With the Town of Hudson, and to issue any bid, performance, or payment bonds if required in connection with such contract.

I hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effects as this date, and that DAVID V. WALTON is duly elected TREASURER of this Corporation.

David V. Walton Sec.
Clerk or Secretary of the Corporation