



City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

AGREEMENT

AGREEMENT made this 30th day of September, 2011 between the City of Nashua, New Hampshire (hereinafter called the "City") with an address of 229 Main Street, Nashua, New Hampshire and American Medical Response of Massachusetts, Inc. (hereinafter collectively referred to as "Contractor").

WHEREAS, the City has requested proposals (RFP0025-090111) for emergency ambulance services to be provided to the City of Nashua and set forth a scope of services; and

WHEREAS, the Contractor submitted a proposal to the Mayor and Board of Aldermen in response to the specifications of the scope of services, stating in such proposal that it would provide full-time, 24-hour Emergency Ambulance Service to all citizens of and persons requiring emergency assistance in the City of Nashua; and

WHEREAS, the City and Contractor have reached agreement on the scope of services and the agreement has been accepted by the Mayor and Aldermen as revised; and

NOW, therefore, in consideration of the mutual covenants contained herein, the parties hereby mutually agree as follows:

I. GENERAL REQUIREMENTS AND COMPENSATION

A. TERM AND TERMINATION

1. This agreement shall commence at 6:00 p.m., September 30, 2011 and terminate at 12:00 midnight on September 30, 2013 Eastern Daylight Time.
2. The City reserves the right to cancel this agreement at anytime if deficiencies in equipment, and/or services are not corrected in the following sequence:
 - a) Contractor provides an explanation for the non-compliance.
 - b) City determines if explanation is acceptable. If further action is required, the City may require the Contractor to prepare a plan by which the prescribed standards will be met in the future.
 - c) Such plan will be submitted to the Ambulance Advisory Committee within ten (10) calendar days after the receipt by the Contractor of the City's written request for such a plan.

- d) Upon approval of the plan by the City, the Contractor shall implement it within ten (10) calendar days.
- e) If within four (4) weeks of implementation of the plan, the response standards prescribed in the contract are still not being met to the satisfaction of the City, the City may declare the Contractor to be in default of the service agreement, and reserves the right to cancel this contract.
- 3. The two-year agreement will include two (2) 1-year options to extend the length of the contract for a total additional two (2) years. Annual options shall be awarded at the sole discretion of the City. Contractor shall receive official written notification of the exercise of the first annual option by January 1, 2013 and the second, if a first is awarded, by January 1, 2014.

B. SERVICES REQUIRED TO BE PROVIDED

- 1. The Contractor shall furnish full time twenty-four hour per day emergency ambulance service (hereinafter "service") to all citizens of and persons requiring emergency medical assistance in the City during the term of this agreement. This service will be provided in accordance with the specifications contained in this agreement.
- 2. The Contractor shall provide service as follows:
 - a) During the entire contract period through and including any renewal options, the Contractor will provide Emergency Paramedic Ambulance Service with not fewer than three (3) ambulances (Type I, II or III) that meet or exceed the Current Federal Specifications and the State of New Hampshire requirements for licensing as Transport Vehicles pursuant to the New Hampshire Chapter Saf-C 5900 Emergency Medical Services Rules (Saf-C 5900) and staffed 24 hours per day. In addition, the Contractor will provide one (1) unmanned reserve unit which will be the primary backup ambulance which will meet or exceed the current Federal Specifications and State of New Hampshire requirements for licensing as a Transport Vehicle pursuant to Saf-C 5900 and shall be licensed as a Transport Vehicle by the New Hampshire Department of Safety, Bureau of Emergency Medical Services.
 - b) The Contractor will be responsible for complying with all applicable local, state and Federal regulations. The Mayor shall be informed and have oversight of adoption and/or compliance with any regulatory change.
- 3. In addition to the above, the following services will be provided at no additional cost to the City by the Contractor:
 - a) Emergency Ambulance Standby Service at any situation deemed necessary by the Fire or Police Departments. The EMS unit(s) will remain on standby until relieved by the City Official in charge, as this is part of the City of Nashua's Incident Command System.
 - b) In consideration of the dispatch services provided by the City to Contractor set forth herein, Contractor will provide emergency medical services, free of

any charge or cost, to any City employee while the employee is fulfilling his/her duties as a City employee.

- c) Standby service shall be provided at the City's Holiday Stroll, 4th of July events, mass vaccination clinics and other City-sponsored functions as requested by the City. This service shall be at no cost to the City.
- d) Response to mutual aid requests by officials of neighboring jurisdictions.
- e) Consistent with its internal training offered to its employees and to promote consistent standard of care and integration with public first responders, Contractor shall, at the direction of the Nashua Fire Department Training Division, assist in the development and implementation of a training system which will result in the certification or recertification of fire department personnel as an EMT-B, EMT-I or EMT-P. All training content must be approved by FD Administration. Contractor shall provide training at no cost to the City.
- f) Consistent with its internal training offered to its employees and to promote consistent standard of care and integration with public first responders, Contractor shall, at the direction of the Nashua Fire Department Training Division, assist in the development and implementation of a training system which will result in the certification or recertification of police department personnel at the CPR, First Responder EMT-B, EMT-I or EMT-P. Contractor shall provide training at no cost to the City.
- g) Train and exercise the components of the EMS Function Group including but not limited to Triage, Treatment, Transport functions. These exercises must occur a minimum of 2 times per year and include a minimum of 7 Category 1 and 2 patients. The Contractor shall also be required to participate in all City of Nashua exercises. All response protocols and EMS Function Group shall be consistent and coordinate with the City of Nashua ERP.
- h) Contractor shall actively participate in meetings of the Local and Regional Emergency Planning Committees (LEPC/REPC).
- i) Contractor shall collaborate with other LEPC/REPC partners in the development and implementation of community education events and messages focused on topics such as, CPR, EMS awareness and the dangers of DWI. Contractor may use the NFR facilities located at 177 Lake Street, Nashua, NH 03060.
- j) The Contractor shall provide, equip, and operate a mass casualty trailer capable of handling no less than 75 patients by June 30, 2012.
- k) Provide recurring oxygen replenishment for Fire and Police Department oxygen cylinders for oxygen utilized in the treatment of patients transported by Contractor.
- l) Contractor will ensure that all personnel are trained to the appropriate Federal NIMS Requirements by identifying Command Staff, Mid-level

Supervisors and Emergency Responders. In addition, all personnel will be trained in Decon/HazMat procedures. The Contractor will work with NFR and the 2 receiving hospitals to train staff in their respective decon systems.

m) Develop and implement a system approved by the Fire Chief or his designee, to replace on-scene all disposable medical equipment or supplies used by the Fire Department utilized in the treatment of patients transported by Contractor. Said medical equipment supplies shall include, but not limited to, infection control supplies, airway maintenance or oxygen administration supplies as well as other disposable medical supplies. Any disposable medical equipment or supplies not replaced by the Contractor on-scene shall be replaced by the City with the Contractor paying the entire cost thereof.

n) The Contractor shall submit a summary of all Patient Satisfaction Surveys conducted by the contractor during the previous two (2) months at each bi-monthly meeting of the Ambulance Advisory Committee.

o) Shall provide EMS when a person who is in the custody of the Nashua Police Department becomes sick, disabled or injured. This service shall be at no cost to the City, however, the Contractor may bill the person for those services pursuant to Section II.L.

p) Shall, at the direction of the Nashua Fire Department Training Division, attend Fire Department trainings, critiques and programs, for example, incident critiques for motor vehicle accidents, mass casualty or Hazardous Materials incidents where integrated operations need to be reviewed.

C. DEFINITION OF AN EMERGENCY AMBULANCE CALL

1. An emergency ambulance call is made in response to a perceived individual need for immediate medical care, to prevent death, or aggravation of psychological injury or illness and which is not or cannot be prearranged or otherwise scheduled prior to the call. All other calls are non-emergency calls.

2. It is the intent of the parties that this agreement pertains solely to emergency ambulance calls. The parties hereby represent and warrant that this agreement is the result of legitimate, arms-length negotiations and is not conditioned on the City making or arranging for, either directly or indirectly, referrals of non-emergency calls or other referrals to Contractor in exchange for remuneration. The Contractor hereby acknowledges and the City hereby states that the City will not arrange for, directly or indirectly, referrals or any non-emergency calls.

D. COMPENSATION

1. The City shall have no obligation to pay the Contractor any monetary compensation for the services being provided pursuant to this agreement.

E. SERVICES UPGRADE

1. The City reserves the right, during the term of this agreement, to negotiate with the Contractor for increases in the level of service to be provided thereunder. Any services upgrade shall be mutually agreed to by the parties and set forth in a signed writing.

F. PERFORMANCE AND PAYMENT BONDS

1. Simultaneously with the delivery of the executed contract the Contractor must deliver to the City two (2) executed bonds in the amount of \$500,000 each, one as a security for the faithful performance of the contract and one for the payment of all persons performing labor or furnishing materials in connection therewith, prepaid in the form of a Performance and Payment Bond, and having as surety thereon, such surety company or companies as are approved by the City and registered and licensed to do business in the State of New Hampshire. Attorney in fact and/or other officers who sign contract bonds must file with each bond a certified copy of their power of attorney or authority to sign said bonds. The following shall be the conditions precedent before the City may draw on the performance security: (i) the City declares Contractor in Material Breach; (ii) the Contractor fails to cure the Material Breach within thirty (30) days; and (iii) the City terminates the Agreement. However, if Contractor has stopped providing EMS service in the City, the City may draw on the performance security immediately.

G. ADMINISTRATION OF AGREEMENT

1. The Contractor acknowledges that the Ambulance Advisory Committee will oversee the performance of the Contract. The Chief of Nashua Fire Rescue or his designee and the Director of Public Health or her designee shall jointly administer the Contractor's performance of its contractual obligations and that the Chief or his designee and the Director of Public Health or her designee shall be responsible for the administration of this agreement on behalf of the Mayor and Board of Aldermen. Additional members of the Ambulance Advisory Committee include the Nashua Police Chief or his designee, the Emergency Management Director and additional members may be added by the City upon written notice to the Contractor
2. The Contractor shall be available to meet with the Mayor or a designee to discuss contractual performance at any time as requested.
3. The Ambulance Service contract representative will report to the Ambulance Advisory Committee no less than six (6) times per year, as determined by the Committee's annual calendar.
4. The Ambulance Service contract representative will participate in Quality Control reviews as deemed necessary by the Ambulance Advisory Committee.

II. SERVICE SPECIFICATIONS

A. AMBULANCES

1. The Contractor will be required to provide no less than three (3) ambulances, (Type I, II, or III) that meet or exceed the current federal specifications and the State of New Hampshire Department of Safety, Bureau of Emergency Medical Services requirements for licensing of Transport Vehicles pursuant to Saf-C 5900.
2. The Contractor will be required to maintain one (1) unmanned primary backup ambulance, van or modular in design. Said ambulance will be the primary backup ambulance that will be utilized as a primary response vehicle when one of the primary ambulances is out of service for maintenance or mechanical failure. The vehicle shall meet the standards set forth in Saf-C 5900 for Transport Vehicles. The primary backup ambulance must be staffed within 15 minutes of when the primary ambulance leaves the City or becomes disabled. All instances of activation of the backup ambulance must be included in the monthly report submitted to the Ambulance Advisory Committee.
3. Except with the approval of the Fire Chief or his designee, the three (3) primary response ambulances and the primary backup ambulance shall be no more than twelve (12) months old at the time the agreement is signed. No ambulance shall be kept in service in excess of forty-eight (48) months except with the approval of the Fire Chief, or his designee. The age of the ambulance shall be determined as the date it is first registered for use in the State of New Hampshire, provided that registration was not used as a demonstrator, or for any other purpose which would start the process of physical deterioration, and further provided, that the ambulance is put into service within one (1)
 - A. Notwithstanding and as an accommodation to Contractor while it waits for delivery of new vehicles, the City shall allow Contractor to continue using the vehicles currently in service with Rockingham Regional Ambulance ("RRA"). These vehicles are included in Contractor's asset purchase from RRA. The in-service dates for these vehicles are August 2008 (36 months), May 2008 (39 months), and July 2007 (49 months), respectively. The primary backup ambulance also has an in-service date of July 2007 (49 months). These vehicles are already equipped with the required City 911 radios. Contractor will provide the Fire Chief or his representative the opportunity to inspect these vehicles prior to September 30, 2011.
 - B. The Contractor shall place into service three (3) new type III ambulances by December, 31, 2011.
4. All emergency response ambulances shall be compliant with current Federal specifications and shall have privacy glass in the patient areas of the ambulance.
5. The three (3) primary ambulances are to be used only for emergency medical response for the City of Nashua, or in response to mutual aid requests.
6. The Contractor shall display the following on each side of the primary response Advanced Life Support unit.

- a) Emergency Paramedics Service for the City of Nashua, New Hampshire
- b) The name of the owner of the business name under which the owner operates.
- c) Dial 9-1-1 for emergencies.
- d) The units' response identification number.

7. All ambulances shall be registered in the State of New Hampshire, licensed by the New Hampshire Department of Safety, Bureau of Emergency Medical Services, and shall meet the motor vehicle inspections requirements of the State of New Hampshire at all times.

B. AMBULANCE DEPLOYMENT HOUSING

1. The Contractor shall provide complete housing facilities and guarantee that the three (3) primary response ambulances are located within the City limits to allow response time for all requests for emergency medical assistance to be compliant to the NFPA 1710 standard.
2. The Contractor shall insure that when answering requests for mutual aid, one (1) of the manned primary ambulances is kept within the City limits for emergency response.

C. AMBULANCE EQUIPMENT, SUPPLIES AND MEDICATIONS

1. The three (3) primary response paramedic ambulances and the backup response ambulance shall be stocked with the supplies and equipment that meet or exceed the requirement of Saf-C 5904.08, in addition to the requirements of the Medical Resource Hospital.
2. Medications shall only be carried on board the primary response paramedic ambulances. The ambulances shall only carry medications approved for paramedic usage pursuant to the requirements of Saf-C 5920, and the paramedic treatment protocols endorsed by the Medical Resource Hospital. All medications shall be stored in locked drug boxes with controlled substances under a double lock system.
3. The Contractor shall follow the policies and procedures of the Medical Resource Hospital for the storage, utilization, and documentation of narcotic agents.
4. The Contractor shall notify the Fire Chief or his designee in writing within twenty-four (24) hours of any unusual events regarding the pre-hospital utilization of narcotic agents, including but not limited to, disappearance, unexplained usage and unexplained breakage.
5. The Contractor shall provide a means to replenish all oxygen cylinders at the facility used to garage the ambulances.

D. COMMUNICATIONS

1. Dispatch: In consideration of the training and transports to City employees by Contractor set forth herein, the City without cost to Contractor shall provide a high quality emergency medical dispatch center using certified Emergency Medical Dispatchers. This center shall also function as the Nashua EMS coordinating center. The City shall also provide a high quality communications system to dispatch and control emergency medical service units (Paramedic Ambulances) and personnel. The City shall assure that the communications system has the appropriate up-to-date F.C.C. licenses, and is operated in conformance with F.C.C. rules and regulations.

a) Citizen access will be through the 9-1-1 system. The City will receive and process all requests for emergency medical services and provide all dispatch functions.

b) The City agrees to allow the Contractor access to the tapes and communication log in the investigation and resolution of system complaints.

2. MOBILE COMMUNICATIONS

a) The Contractor shall provide mobile radios equipped with the primary and secondary frequencies to access Southern NH Medical Center and St. Joseph Hospital. Tone access to the aforementioned facilities is to be via sub audible tone. Rotary dial is not acceptable.

b) The Contractor shall provide radio communications equipment that provides the ability for EMS personnel to communicate with City of Nashua Public Safety Departments through its 800MHz trunked radio system.

c) All EMS radio systems will conform in frequency and design to the State of New Hampshire EMS Communication Plan.

d) Each ambulance provided for under this agreement shall be equipped with a transportable cellular or PCS telephone to be used to establish medical control in the field when no telephone is available. A backup cellular or PCS telephone shall be available for use in the event of failure of one of the primary cellular or PCS units.

e) All Emergency Ambulances will contain a functioning commercially available Global Positioning System (GPS) unit.

E. MEDICAL STANDARDS AND CONTROL

1. The Contractor shall be licensed as a unit pursuant to Saf-C 5900 and shall have a signed agreement with a licensed NH medical resource acute care hospital pursuant to Saf-C 5902.02. The Contractor will submit a copy of the signed agreement, effective September 30, 2011, to the Ambulance Advisory Committee within 30 days of contract approval.

2. Medical Control for Advanced Life Support procedures shall be obtained from the receiving hospital. Factors determining a Medical Control facility will be limited to:
 - a) The receiving Hospital the patient wishes to be transported to.
 - b) The closest receiving Hospital to the scene of the emergency.
 - c) Point of entry plan for trauma and cardiac intervention.
3. Patients requiring Advanced Life Support procedures will be transported to the receiving medical facility identified as being most appropriate by the on-line Medical Control Physician, or via standing orders of the Clinical Treatment Protocols, approved by the Medical Resource Hospital.
4. In addition to the requirements of paragraph 1.2, the Contractor shall guarantee that the City of Nashua will not be held liable for any acts or omissions of personnel in communicating a patient's clinical condition to the Medical Control Physician providing on-line Medical Control, or in said personnel's understanding, interpretation and implementing orders or treatment protocols specified by the on-line Medical Control Physician or clinical treatment protocols approved by the Medical Resource Hospital. Additionally, the Contractor shall guarantee that the City of Nashua will not be held liable for injuries a patient incurs during the loading into, transportation in and embarking from ambulance operated by the Contractor under the provisions of this contract.
5. The Contractor shall verify to the City by written documentation that the New Hampshire Department of Safety, Bureau of Emergency Medical Service has credentialed all Personnel pursuant to Saf-C 5900.
6. The Medical Resource Hospital shall be responsible for approving Advanced Life Support Personnel and extending protocol privileges allowing them to practice in the Nashua System.
7. The Contractor agrees to abide by the rulings of the Fire Chief or his designee relative to ALS personnel, approval, and disciplinary procedures including protocol revocation and suspension. The Contractor guarantees that any employee whose protocols are suspended or revoked, will be immediately removed from assignment to a primary emergency response Paramedic ambulance until protocols are restored. The Contractor agrees to notify the City in writing of any incident involving an employee's protocol suspension/revocation, the history of the incident leading to protocol suspension/revocation, the disciplinary and/or corrective actions, and eventual resolutions, dismissal, temporary suspension, or reinstatement.

F. RESPONSE

1. Response time is calculated from the time the City dispatch center transmits a call for emergency assistance and the Contractor's responding unit confirms receipt until the time the ambulance arrives on scene and notifies the dispatcher.

2. The Contractor will meet a maximum response time in compliance with the NFPA 1710 standard. The Contractor shall document and submit in writing to the Nashua Fire Rescue Chief each request for Emergency Medical Service with a response time in excess of the requirements, identifying the cause of the extended response time, and document the Contractor's efforts to eliminate repetition of the cause of poor response time performance.
3. Response Time Exemptions: It is understood that "Unusual Circumstances" include only unusual severe weather conditions, disasters, the ambulance is blocked or impeded by a train, slow or impassable traffic or other impediment beyond Contractor's reasonable control, the Communications Center provides inaccurate or incorrect information regarding the destination, or unusual periods of very high demand upon the system due to multiple casualty incidents. ALPHA calls (with traffic responses) are excluded from the NFPA 1710 standard response time requirement that the Contractor is required to meet and shall be reported separately.
4. While in response to the scene of an emergency or transporting a patient to a medical facility, ambulances shall adhere to all provisions of N.H.R.S.A. 265:8 relative to the response of emergency vehicles. In addition, the Contractor agrees to the following:
 - a) The ambulance shall not exceed the posted speed limit by more than ten (10) miles per hour.
 - b) The ambulance shall come to a complete stop prior to proceeding through any stop sign or red light.
 - c) The ambulance shall slow down when given the right of way through a busy intersection.
 - d) If in a dual response to a request for medical assistance, the ambulance will follow the fire apparatus at a safe distance recognizing the fact traffic may not realize an additional unit is following.
 - e) EMS personnel will use optimal judgment and discretion in using audible warning devices between the hours of 11:00 PM and 6:00 AM.

G. FIRE DEPARTMENT – SUPPORT/COVERAGE

1. Where Nashua Fire Rescue finds it to be appropriate the Department will act as FIRST responder in a request for emergency medical service. The Department will continue to train personnel up to the level of EMT-B. Their function at the scene of a medical emergency will be to:
 - a) Implement the incident command system and assume command.
 - b) Initiate patient assessment, treatment and stabilization.
 - c) Provide additional resources if needed.

- d) Manage all scenes in which patients are injured or ill. Upon arrival of the Contractor EMS provider, he or she will assume primary medical responsibility for patient care as long as the scene has been deemed safe by the Incident Commander. Patient medical care shall be under the control of the medical control physician when conditions warrant and otherwise through the most current version of the NH EMS Patient Care Protocols
- 2. Nashua Fire Rescue will use its best judgment in determining if a situation is appropriate for a Nashua Fire Rescue response.
- 3. The Contractor agrees to train City Firefighters, while the firefighters are on duty, to familiarize them with the EMS system, equipment and ambulances.

H. PERSONNEL

- 1. Primary Response Paramedic Ambulance: The Contractor will staff each Primary Response Paramedic Ambulance with a minimum of one (1) Nationally Registered Emergency Medical Technician Paramedic and one (1) Nationally Registered Emergency Medical Technician Intermediate.
- 2. The Contractor agrees to submit the names and employment/training records of all personnel involved with the Nashua EMS system to the Fire Chief or his designee prior to hiring and/or assignment. The Fire Chief or his designee shall approve all personnel before assignment to any position in the Nashua EMS system.
- 3. The Contractor will use best efforts to staff Nashua emergency medical services system ambulances with former employees of RRA. Former RRA employees that are hired by Contractor shall be given priority assignment to the Nashua emergency medical services system.
- 4. The Contractor's corporate officers shall have a minimum of five (5) years corporate experience in the operation of an ambulance service or company without any license suspension, revocation, or refusal to renew by the State of New Hampshire.
- 5. The Contractor's corporate officers shall have experience providing ambulance service to at least two (2) other municipalities within New Hampshire within the past three years.
- 6. The Contractor assures that the paramedic practicing in the City will meet the following qualifications:
 - a) Graduate of an approved Paramedic training program.
 - b) A Nationally Registered Emergency Medical Technician Paramedic. Registration -must be verified yearly by Contractor.

- c) Licensed New Hampshire provider pursuant to Saf-C 5903.04 and any other applicable regulations.
- d) Currently certified by the American Heart Association as an Advanced Cardiac Life Support Provider.
- e) Current driver's license -must be verified every 6 months by Contractor
- f) No major motor vehicle violations in past five (5) years, including but not limited to, DWI, reckless operation, chargeable accidents involving an injury or fatality.
- g) No criminal record.
- h) Have two (2) years active experience in an EMS street environment with one (1) year experience as an EMT-P or one (1) year experience as an EMT-I.
- i) Be well versed in the Basic and Advanced Life Support Treatment Protocols authorized by the Medical Resource Hospital(s) and the State of New Hampshire, Department of Safety, Bureau of Emergency Medical Services.
- j) Have, at time of hire, completed training in the National Incident Management System (NIMS) training program to a minimum of:
 - 1) NIMS 100-Introduction to the ICS
 - 2) NIMS 200-ICS for Single Resources and Initial Action Incidents
 - 3) NIMS 700-NIMS, An Introduction
 - 4) NIMS 800-National Response Framework, An Introduction
 - 5) Additional training may be required to meet Federal NRF/NIMS ICS requirements.

Field Supervisor personnel, in addition to the above, are required to have NIMS 300 certification. Command Staff personnel, in addition to the above, are required to have NIMS 400 certification.
- k) Pass a pre-employment physical including an annual drug screening following the Department of Transportation drug screening requirements. Employees shall also be required to pass Contractor's pre-employment drug screening and shall be subject to Contractor's other drug screening programs including, random for cause drug screens.
- l) Be familiar with all major access points and roads in the Nashua area so as to maintain the maximum response time compliant with NFPA 1710 standard.

- m) The Contractor will ensure that all personnel maintain required certifications in a current status and that the certifications are consistent with industry standards.
7. The Contractor assures that EMT-I's practicing in the City of Nashua will meet the following qualifications:
- a) Graduate of an approved EMT-I training program.
 - b) A Nationally Registered Emergency Medical Technician Intermediate.
 - c) Licensed New Hampshire provider pursuant to Saf-C 5903.04 and any other applicable regulations.
 - d.) Current driver's license-must be verified every 6 months by Contractor.
 - d) No major vehicle violations in past five (5) years, including but not limited to, DWI, reckless operation, chargeable accidents involving an injury or fatality.
 - e) No criminal record.
 - f) Be well versed in the Basic and Advanced Life Support Treatment Protocols authorized by the Medical Resource Hospital(s) and the State of New Hampshire Department of Safety, Bureau of Emergency Medical Services.
 - g) Have, at time of hire, completed training in the National Incident Management System (NIMS) training program to a minimum of:
 - 1) NIMS 100-Introduction to the ICS
 - 2) NIMS 200-ICS for Single Resources and Initial Action Incidents
 - 3) NIMS 700-NIMS, An Introduction
 - 4) NIMS 800-National Response Framework, An Introduction
 - 5) Additional training may be required to meet Federal NRF/NIMS ICS requirements.
 - h) Be familiar with all major access points and roads in the Nashua area so as to maintain the maximum response time compliant with NFPA 1710 standard.
 - i) Pass a pre-employment physical including an annual drug screening following the Department of Transportation drug screening requirements. Employees shall also be required to pass Contractor's pre-employment drug screening and shall be subject to Contractor's

other drug screening programs including, random for cause drug screens.

j) The Contractor will ensure that all personnel maintain required certifications in a current status and that the certification levels are consistent with industry standards.

8. Reasonable Work Schedules and Working Conditions: While this Contract is a "performance" contract and while the Contractor is not only allowed, but encouraged to employ its own methods and techniques for producing the required performance reliably and efficiently, the Contractor is expressly required to utilize reasonable work schedules, shift assignments and to provide adequate working conditions. The primary issue is patient care, and the Contractor is expected to utilize management practices which ensure that field personnel working extended shifts, part-time jobs, voluntary or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills.

9. Reasonable Compensation and Fringe Benefits required: A high level of efficiency is expected and required under agreement. It is assumed that such efficiency will be derived from a system with superior economics of scale, precision dispatching, from the numerous advantages of more professional and better-motivated work force, from superior management practices, and from the effects of periodic competition. It is not, however, intended that economic efficiency should be derived by the use of compensation levels for personnel that are below the New England industry average. The City in no way intends to restrict the ingenuity of the Contractor and its employees in working out new and creative compensation packages.

10. The Contractor agrees to provide the names, current certification levels, and any issues discovered during background and licensure checks of all personnel involved with the Nashua EMS system to the Ambulance Advisory Committee. Included in the monthly report to the Ambulance Advisory Committee shall be personnel issues including performance, termination or resignation. Personnel must meet the criteria of Saf-C 5900.

1. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Both parties agree that all persons furnished by either of them to provide services connected with this agreement shall be considered the employees or agents of each of them, as applicable, and shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them required by law.

2. Each party hereby agrees to protect, defend indemnify and hold the other and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of actions of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, liens, debts, personal injuries including injuries sustained by employees of the other, death or limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising from the agreement. Each party agrees to investigate, handle, respond to,

- provide defense for and defend any such claims, demands, or suits at the expense of the responsible party or parties as the case may be.
3. Each party shall indemnify and hold the other harmless from any damage or injury to any person or property caused by or attributable to any actions of human error by the other party's employees or agents.
 4. Contractor agrees to maintain in full force and effect:
 - a) Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal liability coverage and contractual coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and \$3,000,000 aggregate naming the City of Nashua as additional insured.
 - b) Professional Liability or Malpractice Insurance with limits not less than \$1,000,000 each occurrence and \$3,000,000 aggregate.
 - c) Motor Vehicle Liability Insurance for owned, non-owned and hired vehicles with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury and property damage.
 - d) Worker's Compensation Insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 each employee and \$500,000 per policy year.
 - e) Any and all deductibles on the above described insurance policies shall be assumed by and be for the accident of, and at the sole risk of Contractor.
 - f) Insurance companies utilized must be admitted to do business in New Hampshire or be on the New Hampshire Insurance Commissioner's list of approved non-admitted companies and if self-insured, shall be in good standing with that office.
 - g) A Certification of Insurance naming the City as an additional insured shall be forwarded to the City for each year in the contract period. The period of coverage of the malpractice insurance shall not exceed twelve (12) months. The contract will provide 30 day written notification to the City of any change in the insurance coverage or provider. Said written notice shall be given to the City of Nashua Office of Risk Management, 229 Main Street, Nashua, New Hampshire 03060.
 - h) The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of Contractor's liability hereunder or in any way modify the Contractor's indemnification responsibilities to the City of Nashua.

J. INSPECTIONS

1. The City of Nashua reserves the right to inspect, at any time, any and all ambulances, the premises used to garage the ambulances and crew quarters.

K. VEHICLE AND EQUIPMENT MAINTENANCE

1. The Contractor shall be responsible for the maintenance of all vehicles and equipment in order to ensure safe, dependable, and clean operations.
2. The Contractor shall have an established preventative maintenance program for all ambulances responding to emergencies in the City of Nashua.
3. Ambulance exteriors shall be washed frequently and be free of rust, dents, missing wheel covers, or other broken parts.
4. Ambulance interiors and equipment shall be "hospital" clean at all times free of dust, dirt, grease or any bodily fluid.
5. Vehicles shall be licensed as transport vehicles, registered, and inspected per the State of New Hampshire Motor Vehicles Regulations and New Hampshire Department of Safety, Bureau of Emergency Medical Services Regulations.
6. The Contractor shall be permitted to refuel emergency vehicles at City owned gasoline pumps as designated by the Fire Chief. Each month the City shall provide to the Contractor a statement of the total gallons dispensed, the cost per gallon and the total amount due. The total amount due shall be paid by the Contractor within thirty (30) days.
7. The Contractor shall have a reputable towing service and automotive maintenance organization retained to perform towing and emergency repairs in an expeditious manner.
8. The Contractor agrees that if any ambulance assigned to service the City of Nashua becomes inoperable for any reason, a backup ambulance will be available and physically located within the City of Nashua within fifteen (15) minutes.
9. The Contractor agrees to notify the Fire Chief or his designee of any mechanical failure of a primary response ambulance while enroute to the scene of an emergency or in transit to the hospital with a patient via radio communications and to provide a written report within two (2) business days.
10. The Contractor agrees to notify immediately, the Fire Chief or his designee, of any ambulance involved in an accident and provide a written report within two (2) business days.

L. REIMBURSEMENT

1. All billing and collections for service shall be the responsibility of the Contractor.

2. The Contractor agrees to bill the patient's insurance company, or assist the patient in any way possible, so they may recoup insurance company reimbursement.
3. No person shall be denied emergency transportation because of inability to pay any fee. No person shall be forced to pay any fee before emergency medical services and/or transportation is provided.
4. The maximum rate charged by the Contractor shall be:
 - (i) For third-party payers, Contractor's usual and customary rates.
 - (ii) For self-pay patients, the Medicare Fee Schedule plus twenty-five percent (25%).
 - (iii) For patients with third-party insurance that have a co-pay, deductible, or co-insurance obligation, their co-pay, deductible or co-insurance obligation shall not exceed the Medicare Fee Schedule plus twenty-five percent (25%).
5. The parties agree that the limitations in 4(i) and 4(ii) immediately above shall not apply to any amounts paid directly to a patient by a third-party payer. Contractor may make all reasonable attempts to collect its usual and customary rates where a third-party payer reimburses the patient directly. The Contractor may pursue the patient and/or the third-party payer for the full amount of its usual and customary rates.
6. If the City brings to Contractor's attention, with verification, that a financial hardship or other hardship exists for a patient, Contractor will use commercially reasonable efforts to reach a reasonable financial accommodation with the patient or his or her family consistent with applicable laws.
7. For billing purposes Year 1 shall be defined to cover the period from September 30, 2011 to September 30, 2012. Years two (2) through any renewal periods, shall be fiscal periods July 1 to September 30.
8. All patients involved shall be given a minimum of ninety (90) days in which to pay the Contractor before any collection action is taken.
9. The schedule of patients charges included herein will remain in effect over the term of the contract. The Contractor will notify the Ambulance Advisory Committee of any changes to rates as soon as changes are made by CMS. Any change in the schedule is subject to approval by the Mayor and Board of Aldermen as provided for in paragraph L-4 of the agreement.

M. PERFORMANCE EVALUATION

1. The Fire Chief or a designee and the Director of Public Health or a designee shall monitor the emergency ambulance service for the City and shall meet with the Contractor as requested or needed.

2. The Contractor shall provide the City with the following information, one week prior to the Ambulance Advisory Committee Meetings
 - a) Number of EMS responses made.
 - b) Number of patients transported.
 - c) Number of patients receiving Advanced Life Support.
 - d) Nature of patient's problem (those transported).
 - e) Number of patient refusals or false alarms.
 - f) Average response, on scene, transport times.
 - g) An explanation of all non-alpha emergency responses that exceed the NFPA 1710 standard.
 - h) Date, time, duration and reason of standbys.
 - i) Date, time, duration and receiving community of each mutual aid request for service out of Nashua.
 - j) Date, time, duration and sending community of mutual aid requests for service into Nashua.
 - k) Payer class status spread.
 - l) Number, type and ambulance identifier of mechanical failures.
 - m) Personnel changes, levels of certifications upgrades.
 - n) Vehicle maintenance log.
 - o) Complaints or other relevant issues.
3. The Contractor agrees to notify the Fire Chief or his designee, the Director of Public Health or her designee, and the City of Nashua, Office of Risk Management, 229 Main Street, Nashua, New Hampshire, 03060, not less than thirty (30) days prior to any cancellation or major change to insurance coverage as specified in the contract.
4. The Contractor shall comply with all New Hampshire Department of Safety, Bureau of Emergency Medical Services ambulance run data reporting requirements.
5. The Contractor agrees to allow the City officials complete access to all personnel, operations, and financial records and data pertaining to the services specified in the contract, provided that the City will not require the Contractor to provide information that may violate the privacy protections provided to employees and to persons receiving healthcare services under the law.

6. The Contractor shall provide the Mayor or a designee with an annual report of activity related to this agreement that summarizes the contractor's services to the community for the reporting period. Annual reports shall be submitted to the Mayor or a designee by July 30, 2012 and August 30, 2013.

N. DATE OF SERVICE COMMENCEMENT

1. The Contractor shall begin service at the level required by this agreement at one hundred percent (100%) capacity by 6:00 p.m., September 30, 2011.

O. IMPLEMENTATION OF NEW TECHNOLOGIES

1. During the term of this contract the City and the Contractor shall cooperate in the introduction of new technologies and programs that will improve the delivery of services and/or communications or such other additions or modernizations as may be required by either the City or the Contractor. Examples of such new technologies, programs or modernizations include, but are not limited to: software interfaces between the City and the Contractor for the purpose of dispatching and records management; automatic vehicle location applications; ProQA; 9-1-1 ANI/ALI programs; mobile data terminal applications and call coding and system status applications. It shall be the Contractor's responsibility to plan and execute all software interface operations.

III. ADDITIONAL TERMS AND CONDITIONS

A. AUDITING AND FINANCE

1. It is the City's intent and expressed desire to closely monitor the financial performance of this contract. Therefore, the Contractor agrees to maintain an acceptable accounting and financial reporting system that will make it possible to fairly present and fully disclose the financial operations of the Contractor relating solely to this contract. The Contractor will keep, in accordance with generally accepted accounting principals, such books of account and records as will properly reflect all income and disbursements made solely in connection with the contract.
2. The Contractor agrees to maintain all required records for three (3) years after the termination of this Agreement.
3. The City shall have complete access to all personnel, books, documents (including electronic), papers, data records, and information of the Contractor, including subcontractors thereof, which are directly pertinent to this agreement for the purposes of making an audit, examination, excerpts and transcriptions.
4. The Contractor shall make all such personnel, data, records, books and other documents available at the place where these books and records are normally maintained, provided that, all such inspections and audits shall be conducted during regular business hours.

5. The Contractor shall furnish a quarterly profit and loss statement and balance sheet, which shall provide financial information restricted to the services called for under this agreement, to the Ambulance Advisory Committee.

6. The Contractor shall provide the Ambulance Advisory Committee within ninety (90) days after the end of each operating year, or upon completion whichever is sooner, year-end financial statements.

B. ACCREDITATION

Contractor is already currently accredited by the Commission on Accreditation of Ambulance Services ("CAAS") in its other New Hampshire operations. Contractor agrees to start the process to achieve CAAS accreditation status for its Nashua operations and use best efforts to complete it within twelve (12) months. Contractor shall start the application for CAAS accreditation within thirty (30) days of commencement of this Agreement. The Contractor shall assume all costs for Accreditation. The Contractor shall provide documented evidence of initial and all re-accreditations to the Ambulance Advisory Committee.

C. SUCCESSORS AND ASSIGNS

Each party binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants to this Agreement. The Contractor shall not assign, subcontract or transfer its interest in this Agreement without the written consent of the City.

D. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Contractor and replaces all prior negotiations, representatives or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Contractor.

E. NATURE OF AGREEMENT

This Agreement is intended to cover the delivery and performance of the services described herein, and in no way is intended to promote a business agreement or otherwise counsel a party to this agreement to establish a business arrangement which violates state or federal law.

F. COMPLIANCE WITH LAWS AND GOVERNING LAW

Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-Kickback statute. Compliance Program and Code of Conduct. Contractor has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at Contractor's web site, located at: www.amr.net. Contractor warrants that its personnel shall comply with Contractor's compliance policies, including training related to the Anti-kickback Statute.

Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(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. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the 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, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

HIPAA. Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act and the regulations thereunder (collectively, "HIPAA"). The Customer shall reasonably assist Provider in complying with HIPAA, including assisting Provider in providing Provider'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-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.

Governing Law. The laws of the State of New Hampshire shall govern this Agreement and any litigation shall be brought in a court located in the State of New Hampshire.

G. CAPTIONS

All captions used herein are for purposes of convenience only and shall not be referred to in construing this Agreement.

H. SEVERABILITY

In the event any provision of this agreement shall be held invalid or unenforceable according to law, such invalidity or unenforceability shall not invalidate, or render unenforceable, any other provision hereof.

I. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or national origin.

J. CONFIDENTIALITY

The parties agree that any information regarding the protected health information of persons being treated under this Agreement is considered confidential pursuant to the federal privacy regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA). If any individually identifiable information will be shared between the Parties, the Parties agree to enter into a separate Business Associate Agreement.

K. NOTICE

Whenever under this Agreement notice is required to be given, it shall be in writing, sent by registered mail, return receipt requested, and shall be deemed to have been given on the date when such notice is posted:

a) If to City:

Kerran Vigroux, Director
Division of Public Health & Community Services
18 Mulberry Street
Nashua, New Hampshire 03060

Brian Morrissey, Fire Chief
Nashua Fire Rescue
70 East Hollis Street
Nashua, NH 03060

b) If to Contractor:

General Manager
American Medical Response of Massachusetts, Inc.
4 Tech Circle
Natick, Massachusetts 01760

With copy to:

Legal Department
American Medical Response, Inc.
6200 South Syracuse Way, Suite 200
Greenwood Village, CO 80111

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, placed their hands and seals on the date first above written.

City of Nashua

September 30, 2011
Date

By: 
Donnalee Lozeau, Mayor

9/29/11
Date

Name of Contractor
By: 
Brendan McNiff, General Manager
American Medical Response