

Agreement
Between the Town of Bowdoinham
And
Lisbon Emergency, Inc.
For
Emergency Medical Services

Preamble

This Agreement is by and between the Town of Bowdoinham, Maine (the "TOWN") and Lisbon Emergency, Inc. ("LES"), a Maine non-profit corporation.

Section I. General Conditions

A. Term

This Agreement shall be in force for a period of one (1) year commencing on July 1, 2024 (the "Effective Date") and ending on June 30, 2025 (the "Initial Term") unless earlier terminated by either party in accordance with the terms of this Agreement. The TOWN may elect to renew this Agreement for an additional period of one or more years, provided that (a) the parties are able to agree on a contract price for each subsequent term, and (b) the TOWN provides LES with written notice of its election to renew at least ninety (90) days prior to the expiration of the then current contract term (each a "Renewal Term," collectively the "Term of Agreement").

B. Service

Commencing at 12:01 a.m. on July 1, 2024 and continuing on for the duration of this Agreement, LES agrees to provide emergency medical services ("EMS") within the territorial limits of the TOWN whenever requested via the Lisbon Communications Center ("LCC"), for the entire Term of Agreement. All services provided by LES shall be consistent with prevailing professional standards in the EMS community in Lisbon, Maine, and as established by the Maine Office of Emergency Medical Services ("Maine EMS") as well as those specified in this Agreement. LES will transport patients to the hospital deemed most appropriate based on the needs of the patient and consistent with Maine EMS protocols. Whenever practical and reasonable to do so, LES shall honor the patient's choice of hospitals if situated within 45 minutes of the TOWN. LES agrees that the TOWN may contract with companies or individuals other than LES for similar services. LES does not have an exclusive right to

provide these services to the TOWN. In particular, LES acknowledges that the TOWN may purchase an ambulance for its fire department, and if the TOWN does so, it will establish an ambulance route to provide coverage supplemental to the coverage provided by LES under this Agreement.

Section II. Emergency Medical Services and Performance Requirements

A. Ambulance Service

LES shall provide Advanced Life Support (“ALS”) and Basic Life Support (“BLS”) emergency ambulance services as requested via the LCC at all times during the Term of Agreement. For purpose of this Agreement, ALS is an Advanced or Paramedic provider.

BLS is defined as calls dispatched with the “ALPHA” (A), “BRAVO” (B), and “OMEGA” (O) determinant codes. ALS is defined as calls dispatched with the “ECHO” (E), “DELTA” (D), and “CHARLIE” (C) determinant codes. LES shall serve all persons needing service without regard to place of residence, financial condition, medical insurance coverage, or type of ailment or injury suffered.

B. Other Services

LES shall also provide the following services and training to the TOWN as required:

1. First Aid Training
2. Cardiopulmonary Resuscitation Training
3. Stop the Bleed Training

C. Response Level

LES shall or shall cause an immediate response for EMS with an ALS staffed vehicle for not less than 90% of ALS calls as defined under Section II, Subsection A (the “Response Level”). Pursuant to Section VIII of this Agreement, LES shall have mutual aid agreements in place in the event LES cannot immediately respond to any call for emergency service.

D. Average Response Time Performance Requirements

“Response Time” is defined as the total time from when the call is dispatched by LCC to LES to the time LES’s responder arrives at the incident. LES shall maintain an average Response Time of twenty (20) minutes.

E. Special Events

LES shall cooperate with the TOWN in developing and implementing operations plans for special events.

F. Ambulance Standby

At the request of the Police or Fire Official for the TOWN, LES will provide standby service at a public safety incident at no cost. If an incident requires more standby ambulance units than it can provide, LES shall call for additional ambulances including, when necessary, from other mutual aid providers or ambulance service providers in the region.

G. Disaster Planning

LES shall actively participate in disaster planning and exercises as requested by the TOWN.

Section III. Fees and Contract Price

A. Fees

LES agrees that it will charge each patient a reasonable fee consistent with local industry standards for EMS services rendered to a patient within the TOWN, and that it will bill the patient, or such other person as may be responsible for the patient, directly, unless the patient has a third-party payor, including Medicare, Maine Care, private insurance or any other payor, in which event LES will bill that payor(s) directly. The TOWN shall not be responsible for any payment or collection of a patient's bill.

B. Contract Price

In consideration for the services rendered to the TOWN pursuant to the terms of this Agreement, **for the Initial Term commencing on July 1, 2024** the TOWN shall pay LES **\$177,658.10** (the "Contract Price").

Payments of the Contract Price shall be made in equal quarterly payments that shall be due and payable on July 30th, October 30th, January 30th and April 30th of each year. Notwithstanding any other provision of this Agreement to the contrary, the parties agree that the Contract Price is payable by the TOWN from appropriations adopted by the TOWN each year. In the event that an insufficient amount to fund LES under this Agreement is appropriated by the TOWN, this Agreement may be terminated by the TOWN without penalty or further obligation. In such event the TOWN shall certify in writing to LES that sufficient funds are not available to fund the TOWN'S obligation under this Agreement, and such certification shall be binding and conclusive with respect to both parties. In the event that sufficient funds are not available, LES, in its discretion, may discontinue providing services under this Agreement until the earlier of sixty (60) days following certification of insufficient funds by the TOWN or the date that no funds are available from the TOWN.

Section IV. Agreement Administration, Reporting, & Monitoring

A. Representatives

The TOWN shall at all times under this Agreement act through its Town Manager, as designated by the TOWN, and LES shall at all times act through its Chief of Service (“COS”) or Deputy Chief of Service (“DCOS”), or such other officer identified to the TOWN by LES as having sufficient authority. Each a “Representative.”

B. Attendance At Selectboard Meetings.

Upon request, LES will provide an update regarding EMS performance to the TOWN at a Selectboard meeting.

C. Reporting, response time, mutual aid, and paramedic response

1. LES will provide the following reports to the TOWN:

a. Monthly Reports

i. Response Level and Response Time Reports. In order to monitor LES’ performance in compliance with the required Response Level and Response Level as defined in Section II, Subsections C & D, LES will submit a monthly performance report to the TOWN that includes: (1) each instance wherein an ALS ambulance was unavailable to respond and the reason; and (2) the steps that LES shall take to eliminate causes of poor Response Level and Response Time performance. The monthly performance report will be due by the 21st day of the following month.

ii. Use of Mutual Aid and Training Reports. LES shall report monthly the data on the use or provision of mutual aid, any training activities conducted for TOWN employees and/or volunteers and any major upgrades to communications and/or equipment.

iii. Missed Call Reports. LES shall report monthly all missed calls and include reasons for each missed call to the committee.

b. Quarterly reports. Response Level Reports. LES shall report quarterly on the Response Level (as defined under Section 2, Subsection C) of ALS calls.

c. Annual Reports. On an annual basis, prior to the TOWN’s Annual Meeting, LES shall submit an annual report of all EMS activities within the TOWN for inclusion in the Annual Town Report.

D. EMS Committee Meeting

1. Upon request by TOWN, LES’ Representative shall attend EMS Committee meetings with the TOWN. The meetings will consider planning needs for upcoming initiatives and events.

E. Operational Supervision

1. LES shall provide operational supervision from a base in the Town of Lisbon. Such supervision shall include:

- a. Effective lines of communication with TOWN officials that allows access to base supervisory and LES administration officials as appropriate.**
- b. A dedicated LES COS who is qualified as an EMS provider and who has supervisory experience. The LES COS shall:**
 - i. maintain regular communications with TOWN public safety officials, the LCC, and other officials to maintain effective operations and resolve issues that may arise in a timely manner.**
 - ii. be a full-time position and have on duty availability.**
 - iii. provide contact information for the LES COS to LCC and TOWN public safety officials.**

LES designates the DCOS as a back-up to the LES COS, who may be a service administrator and who is on-call only when the LES COS is unavailable.

3. LES will designate a Medical Director for the oversight of LES, who will:

- a. Oversee the clinical performance quality review process.**
- b. Participate in the regular training linked to the quality review process.**
- c. Participate in regular meetings with state/regional EMS officials as required by LES.**
- d. Serve as Medical Director for the TOWN to develop a first responder service at no additional cost to the TOWN.**

F. Operations and Processes

1. Leadership Communications

- a. The LES COS or DCOS, or any designee during periods of absence, will respond to inquiries from the Town Manager within a reasonably immediate timeframe and, when the inquiry involves a determination or investigation of information requiring a matter of days or more, will report on progress periodically and will acknowledge in writing when, and why, the COS or DCOS considers the inquiry to be resolved.**
- b. The Town Manager, or his/her designee during periods of absence, will respond to inquiries from LES COS or DCOS in the same manner as defined in Subsection 1(a) above of this Section E.**

- c. The LES COS or DCOS will contact or meet with TOWN public safety officials, when named, on an individual or group basis as requested to discuss the status of EMS response and to plan initiatives or operational details of mutual interest.
- d. LES COS and the TOWN will schedule current ambulance service performance reviews and other related meetings in advance of the Initial Term and each Renewal Term. The meetings will consider all reports as defined in Section IV, Subsection (B)(1), including complaints and their resolution, operational issues, and planning needs for upcoming initiatives and events. These meetings may further include the:
 1. Town Manager
 2. Fire Chief
 3. Lisbon Board appointed Representative
 4. LES Chief of Service/Deputy Chief of Service
 5. Police Chief/ Sherrif Department.

2. Assistance with the TOWN's First Responder Service. LES agrees to participate with and assist, as needed, the TOWN's First Responder Service; and to assist with items such as:

- i. Dispatch Procedures and Protocols;
- ii. Integration of Clinical Care; and
- iii. Education and Quality Improvement.

3. Medical supplies.

LES agrees to:

- i. loan the TOWN up to 4 oxygen tanks at no cost for the duration of the Agreement.
- ii. supply oxygen for those 4 oxygen tanks at no cost.
- iii. provide all single use medical supplies on calls where LES is on scene except:
 1. Gloves
 2. PPE
 3. Stat pads
 4. Items used when a mutual aid service answers the call
 5. Medications

Section V. Personnel

A. Certification of Personnel

LES represents that prior to performing any services for the TOWN, all LES EMS providers have successfully completed authorized training courses at their respective license levels and are duly licensed to practice by Maine EMS.

B. Employee Training & Professional Development

As required, LES will make available a number of nationally recognized training programs such as PHTLS (Prehospital Trauma Life Support), AMLS (Advanced Medical Life Support), PEPP (Pediatric Education for Prehospital Professionals) to its personnel.

C. Ambulance Driver Training

LES shall ensure that all personnel who operate LES vehicles meet the standards of both LES and its insurance carrier. LES will review driving records of all LES applicants prior to hire. LES will ensure that its insurance carrier reviews driving records of all personnel on an ongoing basis by to ensure that personnel have not received violations or been involved in accidents that would render them ineligible to drive LES vehicles under current LES and insurance carrier standards.

LES shall provide Ambulance Driver training to all TOWN firefighters as requested at no cost.

D. Incident Command System

LES shall train all its employees assigned to any part of the TOWN service area on the National Incident Management System ("NIMS") within ninety (90) days of the Effective Date or, with regard to any new employees, within ninety (90) days of the start of their employment. LES will train all employees working in the field on NIMS. LES will make certain the COS and DCOS maintain the current NIMS standard for service officers. LES will provide the TOWN with written verification that the training is completed.

LES shall conduct continuing training as needed to maintain NIMS proficiency for all employees.

Section VI. Communications

A. Communications with Ambulances

LES shall at all times maintain direct communication between its ambulances at any location within its service area and the LCC.

B. Telephone and Radio Recording

The TOWN is authorized to possess and maintain copies of any telephone and radio communications for incidents in which LCC resources are dispatched or should have been dispatched in accordance with this Agreement.

C. Two-Way Communications

LES will, at its own expense, provide for two-way radio communications between its units, LCC, and the Fire Department of the TOWN.

If LCC changes two-way radio frequencies during the term of this Agreement, LES is responsible for making necessary modifications at its own expense to maintain communications.

D. System Upgrades

LES shall cooperate with the TOWN and the LCC during planning and implementing upgrades and enhancements to communications systems.

Section VII. Quality Assurance

A. Rules and Standards for Quality Improvement

At all times LES shall meet state and local rules, regulations, and standards relating to the operation of ambulances. LES shall follow the Protocols, Guidelines, and Operating Procedures established by Maine EMS.

B. Customer Service

LES will ensure high quality and safe customer service in all aspects of service delivery and performance.

1. Inquiries and Complaints

LES shall provide prompt written responses and follow-up to inquiries and complaints. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

TOWN will forward any complaint received by the TOWN to LES for action and LES shall advise the disposition of the incident to the TOWN within twenty-one (21) days of receipt.

C. Protection of Patient Information.

LES shall follow all applicable federal and state laws and regulations, including Health Insurance Portability and Accountability Act of 1996 ("HIPAA") related to the disclosure of protected health information. LES may only disclose protected health information when permitted by HIPAA or required by law.

Section VIII Mutual Aid

A. Mutual Aid

LES shall obtain mutual aid from outside sources as may be necessary to ensure LES' ability to provide appropriate EMS coverage under circumstances when LES is unable to do so with its own vehicles and staff. In circumstances where LES utilizes mutual aid:

1. LES shall be responsible for bearing all associated costs.
2. LES will only utilize mutual aid assistance from services that are duly licensed and authorized by Maine EMS to provide EMS.

Section IX. Liability

A. Hold Harmless

To the fullest extent permitted by law, LES will defend, indemnify, and hold harmless the TOWN and its officers, agents, volunteers, and employees in any claim for personal injuries including death, damages to persons or property, injunctive relief, or administrative enforcement arising out of LES' operations, action, or obligations under this Agreement. Nothing in this Agreement shall be construed as a waiver of LES's or the TOWN's immunities and protections under the Maine Tort Claims Act, or Title 32, Chapter 2-B: Maine Emergency Medical Services Act of 1982 of the Maine Revised Statutes, as such may be applied to third parties. This hold harmless and indemnity provision shall survive expiration or termination of this Agreement.

B. Third Party Claims

LES shall maintain insurance coverage and the indemnification by LES in this Agreement shall specifically include liability and indemnification protection for any and all third-party claims, direct or indirect, against the TOWN, and their officers, agents, volunteers, and employees except to the extent such third-party claims are related to the TOWN's negligence or willful misconduct.

This Agreement shall not be construed to provide any benefits to any third parties. Action by LES Employees

LES acknowledges that all persons providing services under this Agreement are employees of LES and not of the TOWN. LES is an independent contractor to the TOWN and, as such, LES is neither an agent nor a department of the TOWN. Nothing herein should be deemed to infer that an employment or agency relationship exists between the parties. Persons acting on behalf of LES are

not employees of the Town and shall not hold themselves out to be employees of the TOWN. LES assumes any and all liability for actions brought by its own employees. Solely for the purpose of the indemnification and defense in Section X, LES waives any immunity to which it may be entitled under Maine State workers' compensation laws, Title 39-A. Any personnel needed to fulfill the obligations of LES under this Agreement shall be employed by LES which shall be wholly responsible for complying with applicable state and federal laws, including, but not limited to Worker's compensation and minimum wage. As an independent contractor, LES is also responsible for maintaining its equipment in a safe, operable, and legal condition.

Section X. Insurance

A. General Liability

LES shall keep in effect at all times commercial general liability insurance and automotive liability insurance policies, each in an amount not less than \$2,000,000. Worker's compensation liability insurance in at least the statutory amount, as amended from time to time (including occupational disease provisions for all employees); and EMT and paramedic professional liability insurance coverage in an amount no less than \$2,000,000 per occurrence and in the aggregate.

All such insurance policies shall name the TOWN, its officers, employees, and agents as additional insured, except that for the purpose of Worker's compensation insurance, LES may provide a written waiver of subrogation rights against the TOWN. LES, prior to the commencement of services under this Agreement, shall deliver to the TOWN certificates evidencing such insurance coverages, which certificates shall state that LES must provide written notice to the TOWN at least thirty (30) days prior to cancellation, non-renewal, material modification, or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the TOWN prior to the effective date of cancellation, termination, material modification, or expiration of any such insurance policy.

LES shall not commence services under this Agreement until it has obtained all insurance coverages required under this section and all such insurance certificates have been delivered to and approved by the TOWN. If at any time insurance coverage for LES, as required herein, is suspended or terminated, LES shall immediately notify the TOWN, and LES shall immediately request mutual aid which must be approved by the TOWN, and LES shall pay any cost incurred by the TOWN for said

mutual aid. If insurance coverage for LES is not reinstated within forty-eight (48) hours, the TOWN may immediately terminate this Agreement without penalty in its sole discretion.

Section XI. Termination

A. Termination Without Cause

Neither LES nor the TOWN may terminate this Agreement without cause except at the end of the Initial Term or any Renewal Term of the Agreement as provided in Section I, Subsection A.

B. Termination for Material Breach

A material breach of this Agreement shall mean, with respect to each party, a level of significance that would have affected any decision of a reasonable person in that party's position regarding whether to enter into this Agreement. With regard to LES, this includes, without limitation, non-performance as provided in Subsection C of this Section XI below. In the event of a failure to meet established performance standards, the TOWN shall notify LES in writing. Said notice shall set forth in detail the nature of the performance failure so that LES can assess the alleged failure and make a reasonable effort to remedy the performance failure. LES, upon receipt of a notice alleging a performance failure, shall have thirty (30) days to cure the performance deficiency. The TOWN agrees to work with LES in curing the failure if requested to do so by LES. In the event that LES fails to cure the performance failure within said time frame, the TOWN may elect to terminate this Agreement without penalty upon written notice to LES as set forth below. This Agreement may otherwise be terminated by either party for material breach upon (60) days written notice to the other party given after failing to cure the breach within a reasonable cure period.

C. Non-performance

A material breach of the Agreement by LES includes without limitation the following: a) LES' failure to meet established performance standards; b) LES' failure to maintain State-required licenses and certifications; c) LES' failure to reasonably meet established response time specifications, or d) LES' failure to meet other agreed upon performance standards in a manner that is satisfactory to the EMS Committee, when so recommended by the TOWN'S EMS committee representative(s) and approved by the TOWN.

D. Refund

In the event of any termination of this Agreement, LES shall promptly refund to the TOWN a pro-rata portion of the Contract Price paid for the services based on the number of days remaining, as of the effective date of termination, in the quarterly period to which the Contract Price relates.

Section XIII. Miscellaneous Provisions

A. Applicable Law

This Agreement is to be performed under the laws of the State of Maine. For any dispute, controversy or claim arising out the terms or conditions of this Agreement, the parties shall resolve the dispute, controversy, or claim by arbitration through a single arbiter, pursuant to the Commercial Rules of the American Arbitration Association, which shall be conducted in Androscoggin County, Maine. The parties agree that any questions or disputes regarding the arbitrability of any dispute shall be decided by the arbiter. The prevailing party, as determined by the arbiter, shall be awarded reasonable attorney fees, costs, and expenses.

B. Compliance with Law

The parties shall comply with all federal, state, and local laws, rules and regulations, (including but not limited to the federal Anti-Kickback Statute) applicable to this Agreement that are now or hereafter existing, in particular: Title 32, Chapter 2-B: Maine Emergency Medical Services Act of 1982 of the Maine Revised Statutes. Pertaining to emergency medical care, transportation services, and ambulance rules and regulations.

C. Non-Discrimination

The parties shall comply with all applicable federal, state, and local non-discrimination laws.

D. Consumer Protection

Unfair, fraudulent, or deceptive practices by the parties are prohibited. Conduct of business in a manner unfair or unsafe to the public or persons requiring ambulance services is prohibited.

E. Savings Clause

If any provision of this Agreement is made invalid or unenforceable, such action shall not invalidate the entire Agreement. The provisions not made invalid or unenforceable shall remain in full force and effect.

F. Force Majeure

The parties shall be excused from performance under this Agreement for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's reasonable control, which shall include, without limitation: any labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of

any utilities or fuel, inability to obtain any material or services, or through acts of God. In such an event the affected party shall immediately give notice to the other party and shall do everything possible to resume performance. If the period of nonperformance exceeds sixty (60) days from the receipt of notice of the force majeure condition, the party whose ability to perform has not been so affected may by giving written notice terminate this Agreement without penalty.

G. Assignment

LES shall not assign this Agreement or subcontract any portion of the services without first obtaining the TOWN's written authorization.

H. Waiver

Waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the parties' right to exercise the same or different rights in any subsequent instance.

I. Remedies

All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently, without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

J. Notices

All notices required under this Agreement shall be in writing, shall be delivered in person or via overnight or US Mail that provides evidence of delivery, and shall be effective upon receipt or refusal of receipt.

K. Entire Agreement

This Agreement constitutes the entire understanding and contract between the parties. Any modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, THE PARTIES hereto have caused this Agreement to be executed on the day and year set forth herein above.

TOWN OF BOWDOINHAM

BY:

ITS:

DATE:

LISBON EMERGENCY, INC.

BY:

ITS: Chief Of Service

DATE: