

**AGREEMENT BY AND BETWEEN
THE TOWN OF WEST BROOKFIELD
AND
WESTBROOKFIELD RESCUE SQUAD (Contractor)
FOR AMBULANCE SERVICE**

THIS AGREEMENT, made and entered into by and between the TOWN OF WEST BROOKFIELD, a municipal corporation, (hereinafter also referred to as the "Town") with offices located at 2 East Main Street, West Brookfield, Massachusetts 01585 and the West Brookfield Rescue Squad (Contractor), a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal office located at 18 West Main Street, West Brookfield, Massachusetts (hereinafter also referred to as the "Contractor").

WITNESSETH: that the Town and Contractor, for good and valuable consideration to each party, agree as follows:

The Contract Documents consist of the following, and in the event of conflicts or discrepancies among them, they shall be interpreted on the basis of the following priorities:

- (a) This agreement between Town and Contractor, including original signed and sealed Certificate of Corporate Authority
- (b) Invitation for bids, bid specifications, request for proposals or purchase description, including any addenda issued by the Town
- (c) Contractor's bid or proposal
- (d) Copies of all required bonds, certificates of insurance and licenses required under the contract.

EACH OF WHICH IS ATTACHED HERETO. These documents form the entire Agreement between the parties and there are no other agreements between the parties. Any amendment or modification to this Agreement must be in writing and signed by an official with the authority to bind the Town.

1. SCOPE/PURPOSE/SERVICE/EFFECTIVE DATE

The Contractor shall, furnish all labor, materials and equipment so as to supply first line emergency ambulance and back-up ambulance service to the Town (hereinafter also referred to as "services") commencing September 3, 2024 and ending on June 30, 2027 ("Contract Term"), subject to annual appropriation. The services shall be provided in accordance with the provisions of this Agreement and those in EXHIBIT A, attached and made part of hereto, and the requirements of federal, state and local laws, bylaws, and regulations.

In consideration for Contractor's Performance of this Agreement, the Town agrees to pay Contractor the total sum of Sixty Thousand Dollars (\$60,000.00) per year for each year of the Contract Term, payable upon the last day of each year of the Contract Term and subject to annual appropriation. The contractor shall submit an annual invoice to the Town with any reasonable supporting documentation requested by the Town. With any invoice, the Contractor shall submit evidence satisfactory to the Town that the goods or supplies have been delivered and/or that the work has been completed in accordance with this Agreement, and that all payrolls, material bills and other

indebtedness connected with the work have been paid.

The acceptance by Contractor of its final payment under this Agreement shall operate as a release to Town of all claims by and all liability to Contractor. No payment, however, final or otherwise, shall operate to release Contractor from its obligations under this Agreement.

2. CONDITIONS OF ENFORCEABILITY AGAINST TOWN

This Agreement is only binding upon and enforceable against the Town if: (1) the Agreement is signed by the Board of Selectmen and (2) approved as to legal form by the Town Counsel.

3. RESPONSIBILITY OF TOWN

The Town shall assume responsibility for assisting the Contractor insofar as reasonably possible for the purposes of efficiency but noting herein shall be construed as relieving the Contractor of its responsibility to provide the services required herein.

4. EXEMPTION FROM TAXES

The Contractor shall not pay, and the Town shall not reimburse nor pay the Contractor, nor any other party, either directly or indirectly for any tax for which an exemption is provided under law. The Town is exempt from Massachusetts State Sales Tax. The Town will provide a tax exemption number to the Contractor to be used by the Contractor, any subcontractors and their agents with respect to this contract.

5. PERMITS, LICENSES, APPROVALS

All permits, licenses, approvals and other legal or administrative pre-requisites to the performance of this Contract shall be secured and paid for by the Contractor.

6. BILLING

All billing for the use of the ambulance service shall be submitted to the patient Transported (or their responsible party) and/or their insurance provider. All collection policies and procedures shall comply with applicable federal and state law and regulations. There shall be no balance billing to the patient, however patients are responsible for deductibles and co-payments relating to allowable reimbursement rates, unless it is demonstrated and properly documented that adequate resources are not available to make such payment. If there is a question as to whether adequate resources are available, a determination will be made by the Town Administrator. The Contractor shall use its best efforts to inform a patient before the service is provided if the service the Contractor has been asked to provide may not be a covered service.

7. TOWN ASSUMES NO FINANCIAL RESPONSIBILITY

The Town assumes no financial responsibility for any person transported by the Contractor.

8. PATIENT CARE DOCUMENTATION

The Contractor shall submit patient care documentation on all patients treated or Transported by it pursuant to this Agreement to the receiving hospital emergency room prior to

leaving the hospital (and shall do so in compliance with any applicable federal and state law and regulation), unless prohibited by the need to respond immediately to another call or emergency, in which case said documentation shall be forwarded to the emergency room as soon as possible. Completed forms shall also be submitted to the Town when requested either in a specific case or generally, also consistent, however, with applicable federal and state law and regulations. At no time shall the Contractor be required to submit any documentation to the Town which may violate HIP AA laws for the protection and confidentiality of patient records. The Contractor and the Town (or its agent) shall meet to review patient care issues or matters whenever the Town or Contractor deems it useful or necessary.

9. COMPLIANCE WITH LAWS

The Contractor shall keep itself fully informed of and comply with all applicable federal, state and local laws, by-laws and regulations and all orders and decrees of any governmental bodies or tribunals having jurisdiction in any manner over any matter which affects this Contract or the conduct of the work (hereinafter collectively referred to as "laws"), and shall cause all its employees and agents to comply with such. If the Contractor its employees or agents violates any applicable law or regulation, the Contractor shall bear all costs arising therefrom. If any clause in this Contract does not conform to such law, then such clause shall be void and the law operative shall be inserted in lieu thereof. The Contractor shall cause its employees, agents and subcontractors too also observe and comply with all such laws. The Contractor shall protect and indemnify the Town and its officials, employees and duly appointed agents against any claim or liability arising from or based on any violation, whether by the Contractor or its employees or agents of any such law.

10. RIGHT TO KNOW LAW

If the Contractor uses or stores toxic or hazardous substances, he is subject to G.L. c. 11 IF, sec. 2 the "Right to Know" law and regulations promulgated by the Department of Public Health, the Department of Environmental Protection and the Department of Labor and Industries; and must post a Workplace Notice obtainable from the Department of Labor and Industries.

11. LIABILITY OF TOWN OFFICIALS AND EMPLOYEES

To the fullest extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable for any obligation of the Town under this Contract.

12. RESPONSIBILITY FOR WORKERS

The Contractor and employees, agents, servants, or other persons for whose conduct the Contractor is responsible shall not be deemed to be employees of the Town and shall not file any claim or bring any action for any worker's compensation or unemployment benefits and compensation against the Town.

13. INDEPENDENT CONTRACTOR / NO PRIVACY BETWEEN TOWN AND OTHERS

The Contractor is not an employee or agent of the Town, but is an independent contractor. Nothing contained in this Contract shall create, or be interpreted to create privity or any other contractual agreement between the Town and any person or entity other than the Contractor.

14. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold Harmless the Town, its employees, officials and agents from and against any and all claims, damages, losses, expenses and legal and attorney fees, including, but not limited to, those arising from personal injury or death or property damage arising out of, resulting from or in connection with the performance of this Contract by the Contractor, a sub-contractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

15. INSURANCE

The Contractor shall purchase and maintain the below referenced insurance at no less than the below prescribed minimum limits of liability, at its sole cost, including, but not limited to all premium costs and the cost of all deductibles, insurance in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts and approved by the Town as will protect the Contractor from any claim which may arise out of or result from the Contractor's operations pursuant to or under color of this Agreement, whether such operations are by the Contractor, an agent of the Contractor, a Subcontractor or by anyone for whose acts any of them may be liable:

- a. Commercial General Public Liability (which shall be written on an "occurrence basis"):
 - Personal Injury and Property Damage
 - Per Occurrence - One Million Dollars (\$1,000,000.)
 - Aggregate - Three Million Dollars (\$3,000,000.)
- b. Comprehensive Automobile Liability:
 - Bodily Injury and Accidental Death Per Person - One Million Dollars (\$1,000,000)
 - Property Damage Per Occurrence - One Million Dollars (\$1,000,000)
- c. Excess Liability - The Contractor shall carry excess liability, written on an occurrence basis, in the minimum amount of Two Million Dollars (\$2,000,000.00) in umbrella form over all other liability insurance required by this Section 26.
- d. Professional Liability - One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate.
- e. Worker's Compensation - as required by law.

The above insurance policies shall also be subject to the following requirements:

- a. Additional Insured - The Town shall be named as an additional insured on all liability insurance policies.
- b. Certificates of Insurance - Certificates of Insurance acceptable to the Town shall be addressed to and filed with the Town prior to the commencement of work by the Contractor for all insurance required above. Renewal certificate shall be addressed

to and filed with the Town at least thirty (30) days prior to the expiration date of required policies. All Certificates of Insurance shall include a thirty (30) day prior written notice of cancellation forwarded by registered or certified mail to the Town.

c. Subcontractors - All Certificates of Insurance shall cover all Subcontractors or the Contractor shall require all subcontractors file with the Town all insurance certificates required to be filed by the Contractor.

d. Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

e. Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the state.

f. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

g. The Contractor's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of this Agreement under which the Town may immediately suspend operations under the Renewal License.

h. The insurance policies required by this Contract shall not be construed to excuse the faithful performance by the Contractor or limit the liability of the Contractor.

16. ASSIGNMENT, SUBCONTRACTORS, SUCCESSORS

The Contractor shall not, in whole or in part, (a) assign or otherwise transfer any interest, including but not limited to any monies payable under this Contract or any claim thereto (b) assign any obligations, responsibilities or liabilities under this Contract, nor (c) subcontract or delegate any of the services to be provided under this Contract without the prior written approval of the Town. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract, except as specifically set forth in the instrument of approval. All such sub-contracts, if allowed by the Town, shall be in writing and contain provisions which are functionally identical to and consistent with the provisions of this Agreement. The Town shall be provided with a copy of the subcontract upon request. This Agreement shall be binding upon the Contractor and any heirs, assigns, transferees and/or successors in interest.

17. AUDIT, INSPECTION, RECORD KEEPING

At any time during normal business hours, and as often as the Town may deem necessary, there shall be made available to the Town for the purpose of audit, examination and/or to make excerpts or transcripts, all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. At no time shall the Contractor be required to submit or allow the inspection of any documentation which may violate HIP AA laws for the protection and confidentiality of patient records. The documentation required to be provided by the Contractor is strictly limited to those

documents that are relevant and applicable to the services provided in this Agreement. At no time shall the Contractor be required to produce for inspection or audit any records which relate to any other clients of the West Brookfield Rescue Squad. For a period of three (3) years after final payment of this Contract or any extension thereof, the Contractor shall make its work papers, records and other evidence of audit available to the Town or its duly authorized representatives. The Town shall be entitled to reproduce any or all such documents at its own expense, for which provision shall be made at the time the need for reproduction arises.

18. CONFLICT OF INTEREST

Both the Town and the Contractor stipulate to the applicability of the State Conflict Of Interest Law (General Laws Chapter 268A) and this contract expressly prohibits any activity which would constitute a violation of that law. The Contractor shall be deemed to have investigated the applicability of the Conflict-of-Interest Law to the performance of this contract; and by executing this contract, the Contractor certifies to the Town that neither it, nor its agents, employees or subcontractors are in violation of said law. The Contractor warrants that neither it nor or its employees, agents, officers, directors or trustees have offered or attempted to offer anything of any value to any official or employee of the Town in connection with this Contract.

19. DISCRIMINATION

The Contractor shall carry out the obligations of this Contract in compliance with all of the requirements imposed by or pursuant to Federal, State and local laws, by-laws and regulations prohibiting discrimination in employment.

20. BREACH AND REMEDY

Failure of the Contractor to comply with any material term, provision or condition of this Contract shall be deemed a breach of the Contract, and the Town shall have all the rights and remedies provided under law, including, but not limited to, the right to immediately cancel, terminate, or suspend the contract in whole or in part upon written notice to the Contractor, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance, and the right to select any or all of the remedies available to it. Upon any termination, unless otherwise directed by the Town, the Contractor shall promptly discontinue all services provided under the Contract and incur no further obligations in connection with the services. The Contractor shall also terminate outstanding orders and subcontracts and settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee. The Contractor shall deliver or otherwise make available to the Town all data, drawings, reports, estimates, memoranda, summaries, work products and other information that the Contractor may have accumulated in performing this Contract, whether complete or in process. The Town may then take over the work required by the Contract and prosecute the same to completion by contract with another contractor or otherwise. The Town shall be responsible to the Contractor for not greater than the reasonable value of the services provided to the Town, not to exceed the prorated contract price, minus any cost incurred by the Town as a result of the Contractor's contract performance, subject, also to the legal rights and remedies either party has under law.

21. CLAIMS AND DISPUTES

All claims, disputes and other matter in questions between the parties, arising out

of or in relating to this Contract or an alleged breach thereof, shall be decided only in the Superior Court of Massachusetts in Worcester County, Worcester or the District Court of Massachusetts, the East Brookfield Division.

22. AMENDMENT/WAIVER PROCEDURE

Changes to any of the provisions specified in this Contract may occur only when Mutually agreed upon by the Contractor and the Town, set forth in writing and signed both by the Contractor and the Town. All conditions, covenants duties and obligations contained in this Contract may be waived only by written agreement by the parties. Forbearance or indulgence in any form or manner by the Town shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach shall constitute a waiver of any subsequent default or breach by the Contractor.

23. CAPTIONS AND HEADINGS

The captions and headings in this Contract are for convenience and reference only and in no way define or limit the scope or content of this Contract on in any way affect its provisions or their interpretation.

24. SEVERABILITY

If any provision of this contract is held invalid by any court or body of competent jurisdiction, the remainder of this Contract shall remain in full force and effect.

25. GOVERNING LAW

This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

26. CONTRACTOR'S CERTIFICATIONS

The Contractor hereby represents and certifies under the pains and penalties of perjury as follows:

- a. Organization - The Contractor is a duly organized and legally existing entity and is qualified to do business and is in good standing in the Commonwealth of Massachusetts, with full power and authority to execute and perform this Contract.
- b. Authority - This Contract has been duly executed and delivered on behalf of the Contractor in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified or rescinded as of the date hereof.
- c. Non-Collusion - The bid upon which this Contract was based was made without collusion or fraud with any other person and was in all respects bona fide and fair. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.
- d. Tax Compliance - The Contractor has filed all Massachusetts state tax returns, has complied with all Massachusetts state laws relating to taxes and has paid all Massachusetts state taxes. The Contractor acknowledges that any taxes or fees due the Town shall be considered as being covered by the foregoing.

e. Employment Security - The Contractor has complied with all Massachusetts state laws relating to contributions and payments in lieu of contributions to the Employment Security System.

f. Debarment or Suspension - The Contractor is not presently debarred or suspended from providing goods and/or services to a "public agency" pursuant to General Laws, Chapter 29, Section 29F or any other applicable debarment or suspension provision of the General Laws or regulations promulgated pursuant thereto.

27. NOTICE

No official notice, action or other communication regarding this Agreement shall not be effective unless received by the following designated persons:

For the Town:

For the Contractor:

Each party may change such names and/or addresses by written notice to the other party pursuant hereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement, a sealed instrument, this 3RD day of September 2024

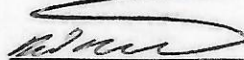
For Contractor:

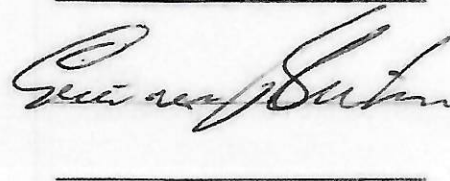
Town of West Brookfield:

04-2625224

Contractor's Tax I.D. No. Approved as to legal form:







Daniel C McCall, NRP
President/ Chief of EMS

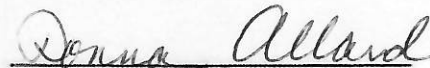
West Brookfield Rescue Squad

Approved as to form:



Town Counsel Christopher J. Petrini
September 4, 2024

Approved as to funding:



Town Accountant

860,000. FY 2025 Appropriation

EXHIBIT A

Request for Services, Ambulance Services Document in its entirety
Contractors Response to RFS including
Signed Certificate of Non-collusion, Certificate of Authorization and Tax Compliance forms
Performance Bond
Certificate of Insurance