

**TOWN OF CONWAY EMERGENCY AMBULANCE
SERVICE AGREEMENT
DRAFT 1/6/17**

This Agreement is made by and between the Town of Conway (the "Town"), a municipal corporation having a business address at 1634 Main Street, Center Conway, NH 03813, and Conway Village Fire District Inc. having a mailing address of 128 W. Main St., Conway NH (hereinafter called the "Provider").

Whereas, the Board of Selectmen of the Town of Conway has determined that it is in the best interest of the citizens of the Town to support the provision of emergency ambulance services and;

Whereas, the Board of Selectmen of the Town of Conway recognizes that the Provider currently provide said services within the Town of Conway, the parties hereby agree to the following:

A. Definition of Emergency Medical Service

Emergency Medical Service is a call made in response to a perceived individual need for immediate medical care to prevent death or aggravation of physiological and psychological illness or injury, and which cannot be prearranged or otherwise scheduled prior to the call. It includes DOA cases. All other calls are non-emergency calls.

B. Service Areas

It is acknowledged that Provider shall serve the following areas:

Service Area 2:

Center Conway Fire District
B9, C9, and D9 Non Precinct Fire Coverage Areas

C. Ambulances and Level of Service

Payment under this agreement is based on the understanding and mutual agreement that a minimum of two (2) primary ambulances and one (1) back up ambulance shall be provided for the total service area during the term of this agreement. Ambulance coverage shall be provided twenty-four hours per day, seven days per week.

Provider must have available sufficient vehicles to meet the contract response times, as follows:

Average response times of the primary ambulances to be on scene shall be within ten (10) minutes for ninety (90) percent of all emergency calls and eight (8) minutes for seventy five (75) percent of all emergency calls.

Backup emergency call ambulance runs are to average no more than fifteen (15) minutes.

It is understood by the parties that calls involving bad weather driving conditions, emergency calls to the farthest district/precinct coverage areas, or unusual and isolated unforeseen circumstances shall not be used for the calculation of average response times due to safety reasons.

D. Vehicle Licensing

Vehicles shall be licensed as minimum basic life support ambulances, registered and inspected per the State of New Hampshire Motor Vehicle Regulations and New Hampshire Division of Public Health Services, Bureau of Emergency Medical Services Regulations.

E. Communications

The Town of Conway agrees that it will provide exclusive dispatch services to the Provider through the Conway Dispatch Center under the Police Department. The Town shall ensure that the communications systems has the appropriate up-to-date FCC licenses, and is operated to conform to FCC rules and regulations.

Citizen access is through the E 911 system. The Dispatch Center will receive and process all requests for emergency medical services and provide all dispatch functions for Provider(s).

F. Ambulance Deployment

The Provider shall ensure that when answering requests for mutual aid, that at least one primary response ambulance shall be kept within the Town limits for emergency response at all times.

G. Personnel

Provider will staff all ambulances with a minimum of 2 Nationally Registered EMTs licensed by the State of New Hampshire Bureau of EMS.

H. Indemnification and Insurance Requirements

1. In consideration of the utilization of Provider's services by the Town of

Conway and other valuable consideration the receipt of which is hereby acknowledged, Provider agrees that all persons furnished by Provider shall be considered the Provider's employees or agents and that Provider shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from them as required by law.

2. Provider agrees to maintain in full force and effect:

- a. Comprehensive general liability insurance including completed operations coverage, personal injury liability coverage, broad form property damage 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 \$1,000,000.00 each occurrence and, where applicable, in the aggregate combine single limit for bodily injury, property damage liability and personal injury (wrongful acts).

- b. Medical Malpractice (professional Liability)

Professional liability insurance for all activities of the Provider arising out of or in connection with this Agreement in an amount of no less than \$1,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language: "This Policy shall not be canceled or materially changed without first giving (30) days prior written notice to the Conway Board of Selectmen."

- c. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 per person and \$3,000,000 each occurrence, combined single limit for bodily injury and property damage.
- d. Workers' 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 before the account of, and at the sole risk of Provider.
- 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 shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.

- g. Provider shall furnish certificates of the above-mentioned insurance to the Town of Conway by May 1, 2017 and with respect to the renewals of current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability, auto liability, medical malpractice insurance and workers' compensation insurance, shall state that in the event of cancellation or material change, written notice shall be given to the Town of Conway, 1634 East Main Street, Center Conway, NH 03813, at least thirty (30) days in advance of such cancellation or change.

I. Vehicle and Equipment Maintenance

1. The Provider shall be responsible for the maintenance of all vehicles and equipment in order to ensure safe, dependable and clean operations.
2. Vehicles shall be licensed registered and inspected per the State of New Hampshire Motor Vehicle Regulations and New Hampshire Division of Public Health Services, Bureau of Emergency Medical Services Regulations.
3. The Provider agree that if any ambulance assigned to service the Town of Conway becomes inoperative for any reason, a backup ambulance will be available and staffed in a manner to meet the response time requirements.

J. Reimbursement

1. All billing and collections for the service shall be the responsibility of the Provider.
2. 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.
3. The Provider agrees that it shall accept assignment from Medicare and Medicaid Assignment of other insurance carriers is encouraged, but optional.

K. Performance Evaluation

1. The Provider's delegated employees shall attend meetings or sessions requested by the Chiefs of the Precinct/District Fire or Town Police Departments or meetings with other Town officials requested by the Town.
2. The Provider agrees to notify the Town of Conway, 1634 East Main Street, Center Conway, NH 03813, not less than thirty (30) days prior to any cancellation or major changes to insurance coverage as specified in the contract.

3. Right of Audit and Inspection

At any time during normal business hours, and as often as the Town may determine to be necessary, the Town’ representative may observe Provider’s operations, and Provider shall make available to the Town for examination, its records with respect to all matters covered by this contract, and make excerpts or transcripts from such records.

L. Date of Service Commencement, Term of Agreement and Cancellation

Contingent on voter approval at the 2017 Annual Town Meeting, this agreement shall become effective at 12:00 A.M May 1, 2017 and shall terminate at 11:59 PM on April 30, 2022. Each year of the agreement shall begin at 12:01 A.M. on May 1 and shall terminate on at 11:59 PM April 30.

This agreement may be terminated by either party with 180 days written notice to the other party.

M. Town of Conway Annual Contribution

The Town of Conway agrees to contribute an annual payment amount to the Provider as follows:

For the contract years beginning:

May 1, 2017	\$115,000.00
May 1, 2018	\$118,036.50
May 1, 2019	\$121,073.00
May 1, 2020	\$125,627.12
May 1, 2021	\$128,663.38.

Payment under this Agreement shall be made in quarterly installments, as Invoiced by the Provider.

N. Changes to Agreement

This agreement shall be interpreted and enforced in accordance with the all applicable Federal, State, and local laws of the State of New Hampshire.

This agreement contains all the terms and conditions agreed upon by the parties hereto, and the terms of this agreement may not be amended without the expressed written consent of the Town and the Provider.

IN WITNESS WHEREOF, the Town and Provider have executed this AGREEMENT dated

this _____ day of _____, 2017.

CONWAY VILLAGE FIRE DISTRICT

By:

Its Commissioners

TOWN OF CONWAY

By:

Its Board of Selectmen