

**CONTRACT FOR
EMERGENCY AMBULANCE SERVICES BETWEEN
THE TOWN OF DERRY and THE TOWN OF AUBURN**

WHEREAS, a geographic and economic similarity exists between the two towns to maintain Emergency Ambulance Services; and

WHEREAS, the Town of Derry/ Derry Fire Department desires to provide Emergency Ambulance Services; and

WHEREAS, Chapter 53-A of the New Hampshire Revised Statutes Annotated permits towns to enter into agreements to the mutual advantage of two or more communities when the communities will be best served by such mutual cooperation.

THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, the Town of Derry and the Town of Auburn hereby agree to join together in fulfilling their responsibilities imposed by law for providing Emergency Ambulance Services to their constituencies and citizens and to exercise all powers available to them for acquiring, developing, financing, managing, and operating an Emergency Ambulance Service for their needs in accordance with the following articles, effective on the date signed by the Town Administrator and the Fire Chief of the Town of Derry, Derry Municipal Center, 14 Manning Street, Derry, New Hampshire, duly authorized by a vote of the Derry Town Council, and by the Board of Selectmen for the Town of Auburn and the Town of Auburn's Fire Chief, P.O. Box 309, 47 Chester Road, Auburn, NH 03032.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

1. THE CONTRACT

- 1.1. The contract consists of this executed document, all relevant portions of the Town of Derry Charter and its ordinances, and all documents listed below, attached hereto, and made a part hereof, collectively constituting the entire integrated Contract between the Town of Derry/Derry Fire Department and the Town of Auburn and supersedes all prior negotiations, representations, understandings, or contracts, either written or oral. The contract shall not be modified or amended except upon a written instrument executed by both parties, and as approved pursuant to RSA 53-A by the Attorney General of the State of New Hampshire.
- 1.2. This agreement shall be construed as a New Hampshire contract with venue for all actions hereunder being in the courts of the State of New Hampshire and sitting in Rockingham

County. This contract is fully integrated containing 13 pages, including Addendums A, B, and C, and is to be construed without reference to other documents, correspondence between the parties, circumstances, or practices.

2. ATTACHMENTS

- 2.1. Service Specifications (Addendum A)
- 2.2. Ambulance Service Rates - Patient Billing / Collection Policy (Addendum B)
- 2.3. Privacy Agreement (Addendum C)

3. SCOPE OF SERVICES

- 3.1. The Derry Fire Department shall provide emergency ambulance services in full and complete accordance with the terms and provisions of this Contract. The Derry Fire Department shall apply all necessary due diligence and control to ensure that the work is provided as per State guidelines and professional methods. Specifications for the services to be provided by the Town of Derry are set forth in Addendum A of this contract, "Service Specifications".
- 3.2. The Town of Derry agrees to furnish full-time, twenty-four hour Emergency Ambulance Services to the Town of Auburn, New Hampshire, beginning at 12:00 a.m. July 1, 2013, and ending at 11:59 p.m. on June 30, 2018, except that providing the contract shall renew past June 30 2018, there shall be no lapse in coverage. This Agreement shall become effective upon signing by both parties and approval by the Attorney General of the State of New Hampshire and filing with the clerks of the Town of Derry, the Town of Auburn and the Secretary of State for the State of New Hampshire. The contract shall continue in effect unless and until either party provides written legal notice to the other, in cases not involving a breach of the contract, at least twelve (12) months in advance of the date of termination that the party wishes to terminate this agreement. The services shall be provided in accordance with the specification of this Agreement.

- 3.3. Legal notice shall be in writing sent certified mail, return receipt requested to the following address:

Town Administrator
Town of Derry
14 Manning Street
Derry, New Hampshire 03038

Chairman of the Board of Selectmen
Town of Auburn
PO Box 309, 47 Chester Road
Auburn, New Hampshire 03032

- 3.4. The Derry Fire Department shall utilize the ambulance equipment presently in place, which is

owned by the Town of Derry / Derry Fire Department. As this equipment needs to be replaced or use necessitates additional equipment, costs shall be the responsibility of the Town of Derry / Derry Fire Department.

- 3.5. The Town of Derry / Derry Fire Department maintains sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Derry Fire Department. Any personnel concerns by the Town of Auburn shall be addressed to the Chief of the Derry Fire Department (and/or his/her designee) by the Auburn Fire Chief.
- 3.6. Derry Fire Department shall maintain all directories, maps, mass casualty response plans, personnel rosters, and Town information supplied from the Town of Auburn, to effectively provide ambulance services.
- 3.7. Derry Fire Department shall furnish emergency ambulance transportation of patients within a radius of 50 miles from the town limits of Auburn.
- 3.8. The Derry Fire Department will provide upon request up to thirty-six hours of annual Emergency Medical Services (EMS) training, and shall include:
 - 3.8.1. Training at the Auburn Fire Department Safety Complex on Derry EMS equipment, Derry Vehicles, and Derry EMS Policies and Procedures to members of the Auburn Fire Department.
 - 3.8.2. A State of New Hampshire, Bureau of EMS approved twenty-four hour Emergency Medical Technician refresher training program onsite in Auburn. The refresher training program will be offered in separate training periods throughout the year at a time and location mutually agreed upon by both parties.
 - 3.8.3. Six hours of Simulation Lab training per year. Two hours on an adult simulation mannequin, two hours on a pediatric simulation mannequin and two hours with both mannequins with interactive case reviews. This training may take place at either the Auburn or Derry Fire Station and dates and times agreeable by both parties.
- 3.9. The Derry Fire Department and the Auburn Fire Department will form a joint Continuous Quality Improvement (CQI) Committee that shall meet up to 3 times a year or as may be needed to review medical cases.

4 COMPENSATION

- 4.1 The maximum annual value of this contract is specified below per year of the agreement. The Town of Derry / Derry Fire Department shall invoice the Town of Auburn for actual documented costs incurred up to the said contract value and shall submit its invoice to the Town of Auburn on or before June 30th for the assigned annual payment.

Term	Annual Payment
YEAR -- 1 (JULY 1, 2013 - JUNE 30, 2014)	\$57,302
YEAR — 2 (JULY 1, 2014 - JUNE 30, 2015)	\$63,033
YEAR— 3 (JULY 1, 2015 - JUNE 30, 2016)	\$69,336
YEAR— 4 (JULY 1, 2016 - JUNE 30, 2017)	\$76,269
YEAR— 5 (JULY 1, 2017 - JUNE 30, 2018)	\$83,896

4.2 The Town of Derry Fire Department shall invoice the Town of Auburn at least thirty (30) days prior to the payment due date, provided that this Agreement is not cancelled as herein specifically permitted during its term. In the event of such cancellation, payment due shall be prorated to the date of termination and no further payments shall be due for any period after the date of termination.

4.3 All payments shall be sent to:

Tax Collector
Town of Derry
PO Box 405
Derry, New Hampshire 03038-0405

4.5 All other correspondence and notices other than legal notices as outlined in paragraph 3.3 shall be sent to:

Fire Chief
Derry Fire Department
14 Manning Street
Derry, New Hampshire 03038

5. CONTRACT TERMS

5.1. The Town of Derry has the right to request negotiations on raising the fee annually. The Town of Derry must notify the Town of Auburn, in writing, no later than September 1, of each year, if it wishes to exercise this right. Any increases in fees must be approved by the Town of Auburn Board of Selectmen within thirty (30) days of the proposed fee increase. If the Town of Auburn Board of Selectmen does not approve the fee increases, then the Contract shall terminate without further action of either party on July 1st of the following year.

5.2 Auburn reserves the right to cancel this agreement for breach of the conditions contained in the agreement 120 calendar days after the date upon notifying the Town of Derry in writing,

during its term upon a breach of any condition contained within. For the purposes of this provision, all terms hereof are deemed to be material. In the event Derry is in material breach of any condition described herein, Auburn shall give Derry written notice thereof. If Derry has not commenced to cure such material breach within fifteen (15) calendar days after receipt of notice, Auburn may, upon written notice, terminate this agreement, and the agreement shall terminate 120 calendar days thereafter. In the event of a cancellation of this agreement, the fee due to Derry shall be prorated to the date of the written notice of the material breach to Derry.

5.3 Derry reserves the right to terminate this agreement, after sending written notice to Auburn, for any breach of the terms of the contract by Auburn. The termination shall be 120 calendar days from Auburn's receipt of the notice and shall not be deemed a material breach of this agreement. For as long as neither party is in breach of any material term of the contract, then termination requires 365 days' notice by either party. If the contract is terminated for a breach and the reason for the breach is something other than for non-payment of contractually obligated payments, then Derry shall reimburse Auburn for any prepaid payments that Auburn has paid to Derry.

5.4 The parties shall have the right to renew this agreement for such additional periods and upon such additional terms as they may agree. Negotiations for such renewal shall begin as early as possible in the last year of this agreement, but no later than April 1.

6. ASSISTANCE AT SCENES

6.1. The Auburn Fire Department shall respond with apparatus / personnel to assist ambulance personnel on medical emergencies in order to provide effective first- response medical care to patients within the Town of Auburn.

7. CONFLICT RESOLUTION

7.1 Both Towns agree that if there are any conflicts regarding services as specified in this contract or questions that they be addressed to the Fire Chief of the Derry Fire Department or his/her agent, through the Fire Chief of the Auburn Fire Department or his/her agent. agreement.

8. BOOKS AND RECORDS

8.1. The Town of Derry / Derry Fire Department will maintain or cause to be maintained all

records, books, or other documents relative to all changes or any other matter involving its performance of the Contract or demand for compensation from the Town of Auburn for a period not less than three years from the date of final payment for services performed under this contract.

9. INSURANCE

9.1. The Town of Derry / Derry Fire Department shall secure and maintain Derry's equipment and personnel, for the duration of this Contract, all insurances required by law. The insurance coverage shall be at no cost to the Town of Auburn for any and all occasions the Derry Fire Department is providing services pursuant to this Contract.

9.2. The Town of Derry/Derry Fire Department shall provide Certificates of Insurance for general public liability and automobile for personal injuries. Such insurance policies shall be in force as required by the applicable ordinances of the municipality and as required by the N.H. Code of Administrative Rules, He-P 1203.03(2) b. The coverage shall be for Town of Derry equipment and personnel only. The Town of Auburn shall be named as an additional insured during the period of the contract.

9.3. The Town of Derry/Derry Fire Department shall provide, at no cost to the Town of Auburn, workers compensation insurance to all Derry's employees as required by law.

9.4. The Town of Derry/Derry Fire Department shall provide, at no cost to the Town of Auburn, malpractice insurance for all of Derry's employees having the same limits and provisions as the Town of Derry's liability insurance Coverage must coincide with the dates of this agreement. The Town of Auburn shall be named as an additional insured during the period of this agreement, any cost of which shall be borne by the Town of Derry/Derry Fire Department.

10. MISCELLANEOUS AND LIMITATIONS

10.1 The Town of Derry / Derry Fire Department shall not subcontract any portion of its services under this contract without the express prior written consent of the Town of Auburn.

11. INDEMNIFICATIONS AND HOLD HARMLESS

11.1. The Town of Auburn hereby covenants and agrees to indemnify and hold harmless the Derry Fire Department and the Town of Derry, its officers, agents, representatives, and employees from any and all claims, suits, actions, losses, damages, costs or injury to persons or property

to the extent caused by the Derry Fire Department services under his contract or the negligent performance, negligent acts, errors or omissions in the work performed by the Derry Fire Department or any servant, agent or employee thereof, under this contract except to the extent caused by the gross negligence of the Town, their agents, representatives, and employees, and such indemnity shall not be limited by any reason of any insurance coverage.

12. GOVERNING LAWS

12.1. This contract, including any supplements hereto, shall be governed by the laws of the State of New Hampshire and shall be subject solely to the jurisdiction of courts located within the State of New Hampshire.

APPROVAL SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

SERVICE PROVIDER

DERRY TOWN ADMINISTRATOR duly authorized, by the Derry Town Council, to sign on behalf of Derry:

John Anderson
John Anderson

7/10/13
Date

Sheila M. Bodemader
Witness

FIRE CHIEF duly authorized to sign on behalf of Derry:

George Klauber
George Klauber

7/10/13
Date

Sheila M. Bodemader
Witness

SERVICE RECEIVER

SELECTMAN CHAIR TOWN of AUBURN: duly authorized to sign on behalf of Auburn:

Arnold Suel
Signature

7/11/13
Date

William K. Bon
Witness

FIRE CHIEF duly authorized to sign on behalf of Auburn:

Bruce Phillips
Fire Chief

07-02-2013
Date

William K. Bon
Witness

**ADDENDUM A
SERVICE SPECIFICATION**

Town of Derry / Derry Fire Department shall provide services in accordance with the following specifications:

1. Ambulance dispatching services through the Derry Fire / EMS Dispatch Center.
2. Emergency ambulance service for those who are experiencing or are perceived to be experiencing a traumatic or medical condition in which immediate medical care is required in order to prevent death or aggravation of such condition. Reported witnessed deaths or dead on arrivals are included.
3. Emergency ambulance standby service for any potential medical emergency situation within the town limits deemed necessary by the Auburn Fire or Police Departments. The ambulance shall remain on standby until released by the Auburn Fire or Police Official in charge of the incident. There is no additional charge to the Town of Auburn for this service. This emergency ambulance standby shall not include special event coverage.
4. No less than three (3) ambulances total shall be maintained within the stations of the Derry Fire Department.
 - a. All ambulances will be registered in the State of New Hampshire and licensed by the New Hampshire Department of Safety, Division of Fire Standards & Training - Bureau of Emergency Medical Services.
 - b. All ambulances shall meet the motor vehicle inspection requirements of the State of New Hampshire at all times. Maintenance of a current Ambulance Transporting License issued by the New Hampshire Department of Safety, Division of Fire Standards & Training - Bureau of Emergency Medical Services in accordance with the provisions of RSA 153-A.
 - c. All ambulances will be equipped with a means to contact Auburn Fire Department apparatus via radio communications.
5. Advanced Life Support service at the Paramedic level.
6. All Advanced Life Support Level ambulances will be staffed with a minimum of one (1) Paramedic and one (1) EMT who are licensed State of NH EMS providers. Maintenance of certificates and educational documentation of all department EMS personnel must be made available to a designated representative Town of Auburn for inspection, upon request.
7. As may be required during a Mass Casualty Incident, as defined in RSA 153-A:2, XIII, it will be the responsibility of the Derry Fire Department to request additional ambulances through its mutual aid agreements / plans. Any additional cost incurred because of this type of incident will be the responsibility of the Town of Auburn.
8. Submit to an inspection of the department buildings, vehicles, equipment, patient information, incident statistics, and personnel at any time by a designated representative of Auburn.

9. Written documentation that the Parkland Medical Center of Derry will act as the Primary Resource Hospital for the Department.

10. The replacement of certain expendable supplies (as mutually specified by the Auburn Fire Department and the Derry Fire Department Ambulance Service) utilized by the Auburn Fire Department on a medical emergency incident. Expendable supplies are to include but are not limited to bandaging, dressings, tape, oxygen delivery masks, hot/cold packs, EKG electrodes, and IV supplies. The Auburn Fire Department must initially stock all vehicles and personnel EMS kits prior to this agreement.
 - a. The Auburn Fire Department and Derry may mutually agree on bulk purchases of items not considered 'expendable'.

ADDENDUM B
AMBULANCE SERVICE RATES - PATIENT BILLING / COLLECTION POLICY

1. The Town of Derry / Derry Fire Department intends to charge for all transported users or responsible parties that receive emergency ambulance services. The current rate / fee structure is:

Town of Derry Ambulance
 Ambulance Fee Schedule
 Effective January 1, 2013

BLS Emergency	\$457
BLS Interfaculty Transport	\$457
ALS1	\$707
ALS2	\$778
SCT	\$934
Treat/Release	\$166
Mileage	\$ 13
Oxygen	\$ 53
IV Therapy	\$145
ALS/BLS Exp. Supplies	\$ 94
Defibrillation	\$124
Ad. Airway	\$124

- a. Ambulance rates may be updated annually based on the changes in allowable rates as published by The Centers for Medicare & Medicaid Services (CMS). New rate schedules shall be forwarded to the Town of Auburn once adopted by the Town of Derry.
2. No person shall be denied emergency care / transport due to the inability to pay the fees.
3. The Town of Derry shall appoint an Ambulance Hardship Committee to address patient concerns related to patient payment of ambulance service billable fees.
- a. An Ambulance Hardship Committee shall be maintained for those patients who feel the fee for the ambulance service causes an undue financial hardship. The board may consist of representatives from the Towns of Auburn, Derry, and/or an area member of the healthcare / public services. Members shall serve without compensation. Any administrative cost shall be borne by the Town of Derry.
- b. Any patient transported by the department who believes that the fees cause an undue hardship shall be informed by the Department that the Ambulance Hardship Committee exists and that they may make application for consideration for a waiver of the fees or a payment plan for the fees. The patient shall have sixty (60) calendar days to contact the board from the date of service, excluding any hospitalization days.
- c. The Ambulance Hardship Committee shall meet at mutually agreed times and dates as necessary to discuss these hardships. A majority vote of the board shall decide all cases. If the patient is absolved of any or all parts of the obligation to pay the fee, Derry shall consider the outstanding debt as a loss. If the board rules that the patient should pay the fees, the Town of Derry shall be permitted to collect all fees by all means allowed by law.

ADDENDUM C PRIVACY AGREEMENT

Auburn Fire Department ("Auburn") shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of any mutual services provided to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center by Auburn. In conformity therewith, Auburn agrees that it will:

- Not use or further disclose PHI except as permitted under this Agreement or required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
- To mitigate, to the extent practicable, any harmful effect that is known to **Auburn** of a use or disclosure of PHI by **Auburn** in violation of this Agreement.
- Report to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center any use or disclosure of PHI not provided for by this Agreement of which **Auburn** becomes aware;
- Ensure that any agents or subcontractors to whom **Auburn** provides PHI, or who have access to PHI, such as consulting companies or law firms, agree to the same restrictions and conditions that apply to **Auburn** with respect to such PHI;
- Make PHI available to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center and to the individual who has a right of access as required under HIPAA;
- Incorporate any amendments to PHI when notified to do so by the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center;
- Provide an accounting of all uses or disclosures of PHI made by **Auburn** as required under the HIPAA privacy rule;
- Make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining Auburn's and the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center's compliance with HIPAA; and
- At the termination of this Agreement, return or destroy all PHI received from, or created or received by **Auburn** on behalf of the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center.

The specific uses and disclosures of PHI that may be made by **Auburn** on behalf of the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center include, but are not limited to:

- The review of patient care information in providing or receiving any related services to the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center concerning a particular ambulance incident;
- The review of patient care information and other medical records and the submission of that information to carriers, insurers and other payers with respect to **Auburn** assisting

the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center in insurance or Medicare audit or other similar action;

- The review of patient care information with respect to providing the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center with information generally;
- The review of patient care information in the course of **Auburn** conducting compliance assessment activities;
- The review of PHI and other information necessary to assist the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center in developing its HIPAA compliance program;
- Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.

Notwithstanding any other provisions of this Privacy Agreement, this Contract may be terminated by the Town of Derry, in its sole discretion, if the Town of Derry determines that **Auburn** has violated a term or provision of this Privacy Agreement pertaining to The Ambulance Service's obligations under the HIPAA privacy rule, or if **Auburn** engages in conduct which would, if committed by the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center, result in a violation of the HIPAA privacy rule by the Derry Fire Department, the Town of Derry Ambulance Service, and/or Derry Fire Department Communication Center.