



Town of Hopkinton, NH

Office of Selectmen • 330 Main Street • Hopkinton, NH 03229-2627

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AMBULANCE SERVICE AGREEMENT

This agreement is made between the Town of Hopkinton (Hopkinton) acting by and through its Board of Selectmen, a municipal corporation duly organized under the laws of the State of New Hampshire and located in Merrimack County with a principal place of business at 330 Main Street, Hopkinton with a mailing address of 330 Main Street, Hopkinton 03229 and the Town of Warner (Warner) acting by and through its Board of Selectmen, a municipal corporation duly organized under the laws of the State of New Hampshire and located in Merrimack County with a principal place of business at 5 East Main Street, Warner, with a mailing address of PO Box 265, Warner, NH 03278.

WHEREAS, Warner desires to contract for the provision of ambulance service on a 24 hour-a-day basis for the benefit of the people of Warner and visitors to the Town; and

WHEREAS, Hopkinton represents itself as skilled in providing such service and is ready, willing and able to provide the desired service for Warner.

NOW THEREFORE, Hopkinton and Warner mutually covenant and agree as follows:

1. **TERM.** This agreement shall commence at 12:01 a.m. on January 1, 2011 and shall expire at midnight, December 31, 2013 unless sooner terminated as provided in Section 3 or 4 below.
2. **AUTOMATIC RENEWAL.** This agreement shall automatically renew each year for a period of one year beginning in the year commencing on January 1, 2011 unless notice is provided by either party in writing prior to July 1 preceding the agreement end date.
3. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** In the event either Town Meeting fails, neglects or refuses to raise and appropriate the funds necessary to make payments for services rendered under this Agreement, either Town may terminate the Agreement upon giving of not less than thirty (30) day written notice to the other party.
4. **SERVICES TO BE PROVIDED.** Hopkinton shall furnish 24 hour per day emergency ambulance service to all citizens of Warner and all other persons physically present in Warner who require emergency ambulance transport from within the boundaries of Warner to Concord Hospital in Concord, NH. In the event that a Hopkinton ambulance is not available, mutual aid agreements will take effect with an ambulance provided by a mutual aid town. All services provided under this agreement shall be provided without regard to the ability of the patient to make payment therefore. All such service shall be provided in accordance with the emergency response laws and regulations of the State of New Hampshire. The responding unit shall use the Incident Command System on all calls.

5. PROTOCOLS. Hopkinton shall have protocols with Concord Hospital in Concord, NH which will be deemed to be Hopkinton's Medical Resource Facility.
6. CHARGES AND BILLING TO INDIVIDUALS. Hopkinton is responsible for the billing of individuals using the ambulance service. Policies and procedures will be established between the Town of Hopkinton and its billing provider.
7. PAYMENT BY WARNER. In consideration for the services to be provided hereunder, Warner agrees to pay Hopkinton an amount each year based on the agreed to formula. (See Attachment I) The Cost to be paid by Warner will be determined by taking the total ambulance expense to Hopkinton made up of wages, benefits, maintenance, radio repair, EMS billing, contracts, equipment repair/maintenance, membership/conferences/ advertising, diesel, uniforms, and medical supplies, minus ambulance offsets consisting of paramedic intercepts, insurance payments, accounts receivable, unexpended amount of previous year budget and allocating the balance (budget not covered by insurance), to Warner based on the most recent three (3) year call average using both transports and non-transports. Items included in the cost and the offset can be amended at the yearly meeting referenced in Paragraph 8 below. Hopkinton will provide an estimated bill to Warner during the month of November, and provide an actual bill by May 1. Payment shall be due July 1.
8. YEARLY MEETING. In the fall of each year, the Board of Selectmen of each Town or their designees shall meet to review the proposed budget for the upcoming year and to discuss any issues that may be of concern to either party.
9. VEHICLE AND EQUIPMENT AGE AND MAINTENANCE.
 - a. Hopkinton shall be responsible for the maintenance of all vehicles and equipment in order to ensure the provisions of safe, dependable and clean services;
 - b. Vehicle exteriors shall be washed frequently and be free of rust, dents, missing wheel covers, or other missing or inoperative parts;
 - c. Vehicle interiors and equipment shall be 'hospital' clean, being free of dust, dirt, grease, blood and vomit;
 - d. Vehicles shall be registered and in compliance with both the State of New Hampshire Motor Vehicle regulations and the rules of the NH Department of Safety Bureau of Emergency Medical Services;
10. CERTIFICATION OF EMPLOYEES. Before providing any services under this Agreement, Hopkinton shall verify that all advance life support personnel have been properly credentialed by the NH Department of Safety, Bureau of EMS.
11. INSURANCE. During the term of this Agreement, Hopkinton shall keep in force its Worker's Compensation and Property/Liability Insurance.
12. COMPLIANCE WITH ALL LAWS. Hopkinton covenants and agrees that it presently has all federal and state permits and licenses necessary to lawfully perform its obligations under this Agreement, and shall maintain all such permits and licenses in effect so long as this Agreement is in force.
13. ADDRESSES FOR NOTICES. Any written notice or communication which is required or allowed to be sent under this Agreement shall be addressed as follows: Hopkinton as Town of Hopkinton, Board of Selectmen, 330 Main Street, Hopkinton, NH 03229. Warner as Town of Warner, Board of Selectmen, PO Box 265, Warner, NH 03278.

14. **SOLE AUTHORIZED REPRESENTATIVE.** All dealing between the Towns shall be directed to the Boards of Selectmen which shall be the sole authorized representative of the towns on all matters relating to the terms and conditions of this Agreement. Both parties expressly understand and agree that no person, board, agency, employee, or instrumentality of the towns other than the Boards of Selectmen have authority to bind the towns as to any matter touching this Agreement.
15. **ENTIRE AGREEMENT; WAIVER.** This document constitutes the entire Agreement between the parties and shall not be modified, amended, altered or changed except with the written consent of the both towns. Any provision of the Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either party of any breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.
16. **DUPLICATE COUNTERPARTS.** For the convenience of the parties, this Agreement has been executed in duplicate original counterparts, either one of which shall have the full force and effect of an original for all purposes.

IN WITNESS WHEREOF, the parties have hereunder set their hands.

TOWN OF HOPKINTON
BOARD OF SELECTMEN

Approved at the Board of Selectmen's
Meeting of 6-20-2011


James O'Brien, Chair


Tom Congoran


George Langwasser

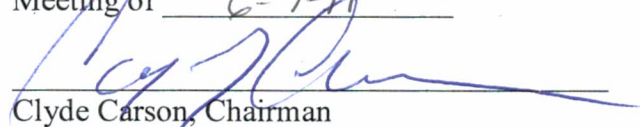

Denis Goddard


Bryan L. Pellerin

Dated: 6/20/2011

TOWN OF WARNER
BOARD OF SELECTMEN

Approved at the Board of Selectmen's
Meeting of 6-7-11


Clyde Carson, Chairman


David Hartman


David Karrick

Dated: 6-7-11

ATTACHMENT I

Worksheet to Determine Ambulance Bill Amount

Proposed Ambulance Budget

Wages	xxx,xxx
Benefits	xxx,xxx
Ambulance Maintenance	x,xxx
Radio Repair	x,xxx
EMS Billing	Xx,xxx
Contracts - Defib.	x,xxx
Equipment Repair/Maintenance	x,xxx
Membership/Conferences	x,xxx
Advertising	xxx
Diesel	xx,xxx
Uniforms	x,xxx
Medical Supplies	<u>xx,xxx</u>

Subtotal Ambulance Budget **xxx,xxx**

Plus: Capital Costs **xx,xxx**

TOTAL AMBULANCE EXPENSES **xxx,xxx**

Minus Ambulance Offsets

Income from Paramedic Intercepts	xx,xxx
Income from Insurance Payments	xxx,xxx
Invoices billed but not paid	xx,xxx
Unexpended amount of previous yr budget	<u>x,xxx</u>

TOTAL AMBULANCE INCOME **xxx,xxx**

Budget not covered by Insurance (Expenses – Offsets) **xxx,xxx**

(Amount to be paid by the towns based on average of past 3 year call volume)

3 Year Average Call Volume - Based on most recent 3 years

<u>Town</u>	<u>Yr 1 Calls</u>	<u>Yr 2 Calls</u>	<u>Yr 3 Calls</u>	<u>Total</u>	<u>% of Total</u>
Hopkinton	xxx	xxx	xxx	x,xxx	xx.xx%
Warner	xxx	xxx	xxx	xxx	xx.xx%
Webster	<u>xx</u>	<u>xx</u>	<u>xx</u>	<u>xxx</u>	xx.xx%
	xxx	xxx	xxx	x,xxx	

Upcoming Year Cost Per Town – (Budget not covered by Insurance X % of Total Calls)

<u>Town</u>	<u>Cost</u>
Hopkinton	\$xxx,xxx
Warner	xx,xxx
Webster	xx,xxx