

**AGREEMENT**  
**By and Between the**  
**Town of \_\_\_\_\_**  
**and**  
**North East Mobile Health Services**  
**for**  
**Emergency Medical Services**

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Town of \_\_\_\_\_, Maine, a municipal corporation organized and existing under the laws of Maine with a mailing address of \_\_\_\_\_, Maine, located in, County of \_\_\_\_\_, State of Maine (hereinafter known as the "Town") and North East Mobile Health Services, a Maine business corporation with headquarters with a mailing address of 24 Washington Avenue, Scarborough, Maine 04074 located in Scarborough, County of Cumberland, State of Maine (hereinafter known as "North East") with a base location in Rockport, Maine.

WHEREAS, by a written Request for Proposals dated March 22, 2013, the Towns of Camden, Hope, Lincolnville and Rockport solicited proposals for regional emergency medical and transport services (the "RFP"), which RFP is incorporated herein and made a part hereof by reference; and

WHEREAS, North East submitted a written proposal dated April 23, 2013 for regional emergency medical and transport services for the Towns of Camden, Hope, Lincolnville and Rockport ("North East's Proposal"), which Proposal is incorporated herein and made a part hereof by reference; and

WHEREAS, the Town now wishes to engage North East pursuant to the terms of the RFP, North East's Proposal and the terms of this Agreement to provide such emergency medical and transport services for the Town;

NOW, THEREFORE, in consideration of their mutual promises and covenants, the parties agree as follows:

**1. TERM:**

This Agreement shall be in force for the period of two (2) years, commencing at \_\_\_\_\_ (exact hour) on July 1, 2013 and ending on June 30, 2015, unless earlier terminated in accordance with Section 8 or 10 of this Agreement. The Town may elect to renew this Agreement for an additional three (3) year term provided that (a) the parties agree on the Contract Price for such renewal term, and (b) the Town provides North East written notice of its election to renew at least one hundred and eighty (180) days prior to the expiration of the then current term.

**2. SERVICE:**

Commencing at \_\_\_\_\_ (exact hour) on July 1, 2013, and without any transition period as relates to the Town's prior emergency medical and transport service provider, North East agrees to provide Emergency Medical Services (EMS) at the Paramedic level on all emergency calls within the territorial limits of the Town whenever requested, for the entire term of the

Agreement as further outlined in the Scope section of North East's Proposal, and to do so as reasonably required under prevailing professional standards in the emergency medical services community in mid-coast Maine. North East shall coordinate with the Town's existing medical provider to provide a seamless transition of coverage for all calls for EMS. North East's Proposal is hereby incorporated by reference into this agreement as a part of this Agreement as if fully set forth; provided however, to the extent that there is any conflict between the Town's RFP and/or North East's Proposal and this Agreement, the terms of this Agreement shall control. Transportation will be 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, the patient's choice of hospitals will be honored.

Response times are an important component of EMS system performance, and it is the parties' goal to implement response time and patient service guidelines that can assist North East, the Town and its residents in evaluating the performance of their overall EMS system. North East will work with the Town through an EMS Performance Committee comprised of representatives of each of the four towns in the response area. The EMS Performance Committee will meet at least quarterly to review performance standards including the average monthly response times, type and number of calls, patient feedback and satisfaction, quality improvement programs, and any other patient service topics for the prior quarter and to discuss any areas for improvement.

3. **MUTUAL AID:**

North East shall seek whatever mutual aid from outside sources as may be necessary to ensure North East's ability to provide EMS at all times. Notwithstanding the provisions contained in Section 2, North East cannot guarantee that all emergency responses by neighboring EMS services providing mutual aid will be at the Paramedic level.

4. **INDEMNIFICATION AND INSURANCE; INDEPENDENT CONTRACTOR:**

North East shall defend, indemnify and hold harmless the Town and its officers, employees and agents from and against all claims, damages, losses and expenses arising out of or resulting from the negligent performance of work or by intentional misconduct of North East, its officers, agents or employees under this Agreement. This hold harmless and indemnity agreement shall survive expiration or termination of this Agreement and shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or in defense of any claim or claims on account thereof.

North East shall keep in effect at all times commercial general liability insurance and automotive liability insurance, each in an amount not less than \$400,000, or such larger amount as needed to reflect changes in municipal liability exposure under the Maine Tort Claims Act, as amended from time to time; workers compensation liability insurance (including occupational disease provisions for all employees) in the statutory amount, as amended from time to time; 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, agents and employees, as additional insureds, except that for purpose of worker's compensation insurance, North East instead may provide a written waiver of subrogation rights against the Town. North East, prior to commencement

of work under this Agreement, shall deliver to the Town certificates evidencing such insurance coverages, which certificates shall state that North East 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. North East shall not commence work under this Agreement until it has obtained all insurance coverages required under this section and such insurance certificates have been approved by the Town. If at any time insurance coverage for North East as required herein is suspended or terminated, North East shall immediately notify the Town, and North East shall immediately request mutual aid, which must be approved by the Town, and North East shall pay any cost incurred by the Town for said mutual aid. If insurance coverage for North East is not reinstated with 48 hours, the Town may immediately terminate this Agreement in its sole discretion.

North East and its employees and agents, during the performance of this Agreement, act as an independent contractor in all respects and not as officers or employees of the Town. North East and its employees and agents, during the performance of this Agreement, shall not hold themselves out as employees of the Town. Any personnel needed to fulfill the obligations of this Agreement shall be employed by North East, who shall be solely responsible for complying with applicable state and federal laws, including, but not limited to, worker's compensation and minimum wage. As an independent contractor, North East is also responsible for maintaining its equipment in a safe, operable and legal condition.

**5. COOPERATION:**

Upon request, the Town agrees to provide North East prompt and adequate on scene assistance through its Fire Department, and Police Department if it maintains one, for any call under this Agreement as agreed upon by the Chiefs of those Town services. At such time, North East shall be responsible for the control and direction of its employees, and the Town shall be responsible for the control and direction of its employees and members. It is further understood that North East, upon arrival at the scene of an emergency call, shall assume primary responsibility for patient care and Town personnel will follow the direction of North East personnel with respect to patient care. North East shall work cooperatively with all responding entities to provide the best patient care.

**6. SUPPORT; REPORTING:**

North East agrees to make EMS related training available to the employees and volunteers of Town public safety departments on a quarterly basis if so requested.

North East shall submit quarterly financial and EMS performance reports to the Town, through the Town's EMS Performance Committee representative(s), beginning in the fourth calendar month after the commencement date of this Agreement, which shall provide information, including, but not limited to the following for the prior three calendar months: number of total EMS calls within the Town, number of EMS calls responded to by North East, response times, level of care provided, and training activities. Upon request, North East will

provide an update to the Town at a Select Board meeting. North East shall submit an annual report to the Town for inclusion in its Annual Town Report.

**7. SERVICE FEE:**

A reasonable fee consistent with industry standards for EMS rendered will be billed to the patient or such other person as may be responsible for the patient. North East agrees to bill the patient's Third Party Payor, if any, including Medicare, MaineCare, private insurance carrier or any other Payor. The Town shall not be responsible for any payment or collection of a patient's bill.

**8. AMENDMENTS:**

Any amendments to the Agreement must be in writing and signed by the parties with the same formalities as this Agreement.

Should government or private insurance company circumstances change during the contract period, North East reserves the right to seek an amendment to this Agreement. No such amendment shall become effective unless agreed to by both parties. If the Town is unwilling or unable to agree to any such proposed amendment, either party has the right to cancel this Agreement upon ninety (90) days advance written notice to the other party.

**9. PERFORMANCE; TERMINATION:**

The Town shall notify North East in writing of any failure to meet performance standards and be given 30 days from the date of the Notice to cure the performance deficiency.

This Agreement may be terminated for non-performance by either party upon one hundred and eighty (180) days advance written notice to the other party.

Non-performance by North East shall include any material breach of this Agreement; failure by North East to achieve performance standards including; failure to maintain State-required licenses and certifications; failure to comply with clinical performance standards; failure to reliably meet response-time specifications; or failure to meet other agreed upon performance standards in a manner satisfactory to the EMS Performance Committee, when so recommended by the Town's EMS Performance Committee representative(s) and approved by the Select Board.

**10. REPRESENTATIVES:**

The Town shall at all times under this Agreement act through its Select Board or appointed Town Manager, and North East shall at all times act through its Chief/CEO or Deputy Chief or other officer identified to the Town by North East as having sufficient authority.

**11. CONTRACT PRICE:**

North East will charge the Town a \$10,000 fee for services per year under this Agreement, payable in quarterly installments of \$2,500 on or before July 30, October 30, January 30 and April 30.

Notwithstanding any other provision of this Agreement to the contrary, the parties agree that the Contract Price is payable by the Town from appropriation by Town Meeting each year. In the event an insufficient amount to fund North East under this Agreement for any contract year is appropriated at Town Meeting, this Agreement may be terminated by the Select Board without further obligation of the Town. In such event, the Select Board shall certify to North East that sufficient funds have not been made available to the Town to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

**12. SEVERABILITY:**

In the event that any portion of this Agreement is judicially determined to be void or unenforceable, the remainder of the Agreement shall continue to be in full force and effect.

**13. ASSIGNMENT:**

Neither party shall assign this Agreement or sublet it as a whole or in part without the prior written consent of the other party.

**14. INTEGRATION AND JURISDICTION:**

The terms of this Agreement, and the documents expressly incorporated herein by reference, are the sole terms and conditions of the Agreement; no other oral or written promises have been made or have been relied upon by the parties. The laws of the State of Maine shall govern this Agreement. Venue shall be the Knox county Superior Court.

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

Witness:

**TOWN OF CAMDEN:**

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**NORTH EAST MOBILE HEALTH SERVICES**

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\_\_\_\_\_  
Kevin McGinnis, Chief/CEO, duly authorized

