

CITY COUNCIL MEETING

AGENDA ITEM V



**CITY OF FRANKLIN
COUNCIL AGENDA REPORT**

City Council Meeting, October 6, 2014

From: Kevin LaChapelle, Fire Chief

Subject: For the Franklin City Council to consider entering into agreement with the Town of Andover through a Memorandum of Understanding (MOU) that allows billing of Emergency Medical Services that are provided to Andover by the Franklin Fire Department.

Recommending motion:

1. Councilor moves: "I move the Franklin City Council authorize the City's Fire Chief to sign the Memorandum of Understanding (MOU) that will allow the Franklin Fire Department to bill the town of Andover for said EMS response."
 2. Mayor asks a second, discussion, and calls the vote.
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Background:

Through the years there has been increased request for the Franklin Fire Department to respond into the Town of Andover to provide primary EMS care and transport. There have been many meetings and discussions in search of an equitable balance for services rendered by the City of Franklin. A solid relationship has been developed between the Franklin Fire Department and the Andover Rescue Squad that offers a comprehensive solution to these response concerns. The Lakes Region Mutual Aid By-laws; Section 1-a clearly states that cost recovery may only be instituted through written agreements that outline primary coverage and cost recovery associated therein.

This MOU has been reviewed and approved by the city's legal council

Fiscal Impact: the City of Franklin will continue to bill the patient directly for care and transport. If this MOU is approved, the Town of Andover will pay the actual cost for personnel that are utilized in Station Back-fill procedures. The Town of Andover will also pay the cost for ambulance usage as outlined in the Franklin City ordinance 160:1.

MEMORANDUM OF UNDERSTANDING

Emergency Medical Services provided to the Town of Andover
By the Franklin Fire Department

May 8, 2014

This Memorandum of Understanding (“MOU”) is made by and between the Town of Andover EMS and the City of Franklin Fire Department. This written MOU has been developed with the purpose of identifying a billing process that will allow comprehensive compensation and adequate professional emergency response during times of difficulty for emergency response by the Andover EMS. This MOU is not intended to be an inter-municipal agreement pursuant to RSA 53-a and represents the non-binding, non-contractual intent of the parties.

The Lakes Region Mutual Fire Aid By-laws state that this agreed MOU is a binding agreement only between the City of Franklin and the Town of Andover. It should be known that the Andover EMS will make all due effort in ensuring that initial EMS response and transport will be provided by the Andover EMS. In the event that adequate personnel or transport capabilities are not met, the Franklin Fire Department will attempt to provide an adequately staffed ambulance for purposes of care and transport.

1. The City of Franklin will invoice the Town of Andover for the actual cost of station back-fill and the cost of ambulance response as indicated by the Franklin Municipal Code (Chapter 160:1).
 - a. Station back-fill cost is the actual hourly rate + benefits of documented personnel that provide station coverage while the Franklin Ambulance is providing EMS care in Andover.
 - b. \$100.00 per hour for ambulance response.
2. In the event that the Franklin Ambulance is canceled while responding to Andover, a bill will only be generated if the Franklin Ambulance has crossed over the City line into Andover.
3. In the event that the Andover Ambulance is already on scene and Andover Command staff is in need of a second transport ambulance, NO invoice will be generated or submitted by the City of Franklin. This is to

be considered Mutual Aid as outlined in the Lakes Region Mutual Fire Aid By-laws.

4. The revenue that is collected from the said responses will be deposited into the City of Franklin General Fund account.
5. Stability of this MOU shall be monitored on a regular basis by Franklin Fire Department and Andover EMS Administration.
6. This MOU shall be reviewed, discussed and approved by the Andover Selectman and the Franklin City Council on a semi-annual basis.
7. In the event of changes in the Franklin Municipal Code (Chapter 160) that could affect this MOU, the Town of Andover will be notified in writing at least thirty days in advance.
8. Termination of this MOU may only be effected by the action of Franklin City Council or the Andover Board of Selectman.
9. The effective date of this MOU shall be _____, 2014 and this MOU shall remain effect until terminated as described above.
10. This MOU was approved by the Franklin City Council on _____, 2014 and the Andover Selectman on _____, 2014.

John Kinney
Andover EMS Chief

Kevin LaChapelle
Franklin Fire Chief