

## **EMERGENCY MEDICAL SERVICES AGREEMENT**

**THIS EMERGENCY MEDICAL SERVICES AGREEMENT** (“Agreement”) is entered into this 1<sup>st</sup> day of July, 2023 (“Effective Date”) by and between TOWNS OF BARKHAMSTED, COLEBROOK, HARTLAND, NEW HARTFORD NORFOLK AND WINCHESTER, Municipal Corporations of the State of Connecticut and the TOWN OF SANDISFIELD, MASSACHUSETTS, and acting herewith through its Council, hereinafter referred to as the (“Consortium” or “Member Towns”) and HARTFORD HEALTHCARE CORPORATION, and its Affiliates (“HHC”). The Consortium and HHC may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, the Consortium, on behalf of its member towns, issued an RFP on February 7, 2023, and a notification of an intent to contract dated May 5, 2023, for the funding and operation of a non-transport paramedic intercept service to the Northwest Region Paramedic Program within the member towns, (“Services”) The Services will be provided on a twenty-four (24) hours a day, seven (7) days a week basis;

WHEREAS, The Charlotte Hungerford Hospital (“Hospital”), an Affiliate of HHC, at its Winsted location, will provide a base of operation for the paramedic response vehicles and HHC is licensed by the State of Connecticut to provide Services, and has the necessary equipment, training and expertise to provide such Services to Consortium; and

WHEREAS, on the terms and subject to the conditions set forth herein, Consortium desires to retain HHCs, and HHC desires to be retained by Consortium, as the preferred provider of Consortium with respect to the provision of Services to patients of Consortium;

NOW, THEREFORE, in consideration of the mutual covenants, promise and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

### **A. DEFINITIONS**

As used in this Agreement, the following terms have the following meanings:

1. “Primary Paramedic Response Vehicle” shall mean a non-transport emergency vehicle.
2. “Delta or Echo Emergency Call” shall mean such a call as determined by Hospital protocol, Office of Emergency Medical Service regulations, General Statutes, and any and all applicable regulations.
3. “Charlie Emergency Call” shall mean such a call as determined by Hospital protocol, Office of Emergency Medical Service regulations, General Statutes, and any and all applicable regulations.

4. "Response Time" shall mean the time interval from the time Litchfield County Dispatch (LCD) receives and verifies all necessary information to dispatch the appropriate resources to a Delta or Echo (lights and sirens response) Emergency Call or to a Charlie (no lights or sirens response) Emergency Call, as determined by the time logged on LCD's dispatch center's dispatch "time of call" (TOC) computer record, to the time the primary paramedic response vehicle is responding to the scene of such emergency, as reported by LCD's dispatch center's computer dispatch record, but shall not include responses to Excluded Responses.

5. "Excluded Response" shall mean a response to an incident in connection with which (a) HHC EMS is given an incorrect address to which to respond; (b) weather conditions or traffic conditions at the time of the call are so severe as to impede the response; (c) while traveling to the scene of the call, the paramedic response vehicle is involved in a traffic accident for which no citation is issued to the driver of such vehicle, which accident is of such nature and severity as to prevent it from reaching its destination; (d) the paramedic response vehicle's progress is impeded by a major disaster, riot, civil disturbance, or acts of God; (e) there is a power failure causing loss of traffic signals, thereby making driving hazardous or creating a delay in radio communications; or (f) there is a systems overload, as defined below, provided that only such responses in excess of such systems overload criteria shall be excluded. It is understood for clarity that the excluded response is the second consecutive call in which the primary response vehicle is not available.

6. "Simultaneous Calls" shall be defined as calls received at the Member Town's dispatch center when the primary response vehicle is active on an emergency call.

**B. RESPONSIBILITIES OF HHC**

1. Services. HHC agrees to provide one (1) fully staffed and equipped advanced life support-paramedic intercept response vehicle to respond twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year to 911 emergency calls occurring within the boundaries of the member towns to patients of the Consortium pursuant to the terms and conditions set forth herein.

2. Training. HHC further agrees to participate in joint training programs with the ambulance services serving the Member Towns, such as response pre-planning, emergency operations exercises, structured street location programs and other mutually beneficial exercises.

3. Response Time. HHC shall use its best efforts to achieve a response time for all emergency calls en route to no greater than within 2 minutes of time dispatch.

4. Simultaneous Calls. Although HHC is under no obligation to respond to Simultaneous Calls within the Member Towns, HHC shall use its best efforts to use back-up mutual aid resource. Should call volume require a third car response, the requesting/transporting emergency medical service agency shall be "bundled billed" for those calls.

5. Certifications and Licenses. HHC shall maintain all certifications and licenses required by state or local governmental authorities in connection with provision of Services.

6. Qualifications of Personnel. All personnel employed by CHH in connection with furnishing of Services under this Agreement shall be duly licensed, credentialed, certified and/or registered under applicable state laws. HHC agrees to furnish reasonable proof of such qualifications to Consortium upon request.

7. Insurance During the Term of this Agreement, HHC shall maintain, at its own cost and expense, professional liability insurance and comprehensive general liability insurance in such amounts as may be required by applicable law, but in no event less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. HHC shall provide Consortium with satisfactory evidence of such insurance upon request. HHC shall notify Consortium of the termination of such insurance or any reduction in the amounts of such insurance.

8. Representation of HHC. HHC represents and warrants to Consortium as follows: (i) neither HHC nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is currently excluded, debarred, or otherwise ineligible to participate in Federal Health Care programs, as the same are defined in 42 U.S.C. §1320a-7b(f) ("Federal Health Care Programs") (ii) HHC has not been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in Federal Health Care Programs, and (iii) to the best of HHC knowledge, HHC is not under investigation or otherwise aware of any circumstances that may result in HHC or any of its officers, directors, shareholders, principals, employees, agents subsidiaries, parent companies and/or affiliates being excluded from participating. This shall be an ongoing representation and warranty during the Term of this Agreement, and HHC agrees to immediately notify Consortium upon the occurrence of any event that would render the foregoing representation untrue in any material respect. Any breach of the representation and warranty set forth herein shall give Consortium the right to immediately terminate this Agreement.

9. Compliance with Laws. All Services furnished by HHC hereunder shall be rendered in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements, State of Connecticut OEMS patient transportation regulations and Charlotte Hungerford Hospital policies and procedures.

## **B. RESPONSIBILITIES OF CONSORTIUM**

1. Response to RFP. Consortium acknowledges and agrees that HHC has been selected, in response to the Request for Proposals dated February 7, 2023, issued by the Town of Winchester on behalf of the Consortium, to provide paramedic services for the Northwest Region Paramedic Program. The Consortium agrees that HHC shall be entirely responsible for its own management decisions concerning selection of shift schedules, employee wages, and all other aspects of the company business.

2. HHC Notification. Consortium shall keep HHC advised of its policies, procedures and activities to the extent the same are relevant to the performance of Consortium's obligations under this Agreement. Consortium agrees to meet with HHC on an as needed basis to review such policies, procedures and activities.

3. Timeliness of Payment. Consortium agrees to remit payment to HHC within thirty (30) days of receipt of HHC invoice for Services for which Consortium is responsible for payment, pursuant to Paragraph D below.

4. Representation of Consortium. Consortium represents and warrants to HHC as follows: (i) neither Consortium nor any of its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates is under investigation or otherwise aware of any circumstance that may result in Consortium being excluded from participating in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the Term of this Agreement, and Consortium agrees to immediately notify HHC upon the occurrence of any event that would render the foregoing representations untrue in any material respect. Any breach of the representation and warranty set forth herein shall give HHC the right to immediately terminate this Agreement.

The Consortium represents that this Agreement is authorized and approved by the requisite authorities of each of the Member Towns and the at the individual signing on behalf of each Town has the requisite authority to execute this Agreement on behalf of the Member Towns and bind the Member Towns to its terms and conditions.

**C. TERM AND TERMINATION**

1. Term. The term of this Agreement shall begin on July 1, 2023 and continue in full force and effect for thirty-six (36) months from the Effective Date (the “Term”), unless otherwise terminated in accordance with the provisions of this Agreement.

2. Renewal. The term may be renewed for two successive one-year terms upon mutual agreement of the parties.

3. Termination. After the second year of the initial Term of this Agreement, either party may terminate the Agreement, with or without cause, upon ninety (90) days prior notice to the other party.

**D. FINANCIAL TERMS**

1. Compensation. For the term of the agreement, the Consortium shall, on or before July 1 of each year, pay HHC the following annual compensation for providing the Services:

YEAR ONE:	7/01/2023 - 6/30/2024	\$305,000.00
YEAR TWO:	7 /01/2024- 6/30/2025	\$305,000.00
YEAR THREE:	7/01/2025 - 6/30/2026	\$305,000.00
YEAR FOUR:	7/01/2026- 6/30/2027	\$314,000.00
YEAR FIVE:	7/01/2027 - 6/30/2028	\$322,000.00

2. Town Breakdown

Each Town shall pay, on or before July 1 of each year, its portion of the Compensation as follows:

Winchester: \$180,408.90  
Norfolk: \$16,324.63  
New Hartford: \$63,261.32  
Colebrook: \$7,160.92  
Barkhamsted: \$33,666.63  
Hartland: \$1,965.93  
Sandisfield, MA: \$2,211.68

**E. INDEMNIFICATION**

1. Indemnification by HHC. HHC hereby agrees to indemnify, defend, and hold harmless Consortium, its officers, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any and all claims, actions, liabilities, damages, losses and expenses, including reasonable attorney's fees and disbursements (collectively "Losses") incurred, suffered, or threatened relating to, arising out of, or in connection with: (i) the willful misconduct or the negligent acts or omission of HHC and (ii) HHC performance of its obligations under this Agreement.

2. Indemnification by Consortium. Consortium hereby agrees to indemnify, defend, and hold harmless HHC, its officer, directors, shareholders, principals, employees, agents, subsidiaries, parent companies and/or affiliates from and against any Losses incurred, suffered or threatened relating to, arising out of or in connection with: (i) the willful misconduct or the negligent acts or omission of Consortium and (ii) Consortium's performance of its obligations under this Agreement. Consortium further to indemnify, defend, and hold harmless HHC from any and all Losses incurred, suffered, or threatened relating to, arising out of, or in connection with Consortium's breach of the representations and warranties set forth in Section 2.6

**F. CONFIDENTIALITY; RECORDS; HIPAA**

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d et. Seq. ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations set forth in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, 162, collectively referred to herein as "HIPAA Requirements." The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §1320d), except as permitted by the HIPAA Requirements. Consortium and HHC acknowledge and agree that 45 C.F.R. §164.506(c) (3) expressly permits the sharing of Protected Health Information between covered entities in connection with the payment activities of the entity receiving such information, and nothing in this Agreement shall be construed as creating a "business associate" arrangement between the parties, as such term is defined under Federal Privacy Regulations.

**G. MISCELLANEOUS**

1. Independent Contractor. Except as may be required by the rules and regulations of (applicable governmental agency), each party hereto, in performing their respective duties under this Agreement, shall be operating as an independent contractor; and nothing in this Agreement shall be deemed or construed in any manner as establishing a joint venture, partnership, association, franchisor/franchisee or other joint business relationship between the parties.

2. Incorporation of Appendices. The Appendices and Exhibits to this Agreement, if any, are hereby incorporated into this Agreement and made a part hereof.

3. Final Amendments; Waivers. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment, modification or waiver of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. The waiver of any provision of this Agreement in a single instance shall not constitute a permanent waiver of such provision or a waiver of any other provision herein.

4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including the remaining provisions, shall remain in full force and effect as if such invalid or unenforceable provision had never been included.

5. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing signed by an authorized representative of the party giving such notice, and shall be delivered either in person, by certified or registered mail, return receipt requested, via facsimile (with answer back confirmation), or by Federal Express or other nationally recognized overnight courier service to the other parties at the addresses listed below:

If to Consortium: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to: \_\_\_\_\_

Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

If to HHC: John Capobianco  
Senior Vice President, Hartford Healthcare Corporation  
540 Litchfield Street  
Torrington, CT 06790

With a copy to: Hartford HealthCare Corporation  
100 Pearl Street, 8<sup>th</sup> Floor

Hartford, CT 06103  
Attn: Legal Office

Each party may change its address for notices by delivering notice of such to the other party in accordance with this Section.

6. Assignment; Successors. Neither party may assign, delegate, or transfer this Agreement, or any of such party's right or duties hereunder without the prior written consent of the party hereto, which consent may be withheld by such party in its sole and absolute discretion. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assigns.

7. No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and to their respective successors and permitted assigns, and it is not the intention of the parties to confer any right to any third-party or to any person not expressly a party hereto or thereto.

8. Further Assurances. Each party agrees that, upon request of the other, it shall from time to time execute and deliver to such other party all instruments and documents of further assurance or otherwise and shall do any and all acts and things as may be reasonably required to carry out the obligations of the parties hereunder.

9. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Connecticut, without regard to the conflict of laws principles thereof.


10. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together but one and the same document.

11. Use of HHC Name and Marks. Excluding public statements regarding the Services provided herein, as mandated by law, Consortium, shall not use the HHC name, logos, or trademarks without the prior written consent of Hartford HealthCare Corporation.

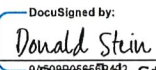
[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the parties have caused this Services Agreement to be executed as of the date first set forth above.

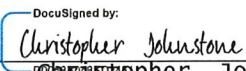
HARTFORD HEALTHCARE CORPORATION

By   
Name: BIMAL PATEL  
Title: PRESIDENT 6/30/23

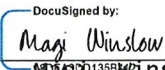
Town of Barkhamsted

DocuSigned by:  
By   
Name: Donald Stein  
Title: First Selectman

Town of Colebrook

DocuSigned by:  
By   
Name: Christopher Johnstone  
Title: First Selectman

Town of Hartland

DocuSigned by:  
By   
Name: Magi Winslow  
Title: First Selectman

Town of New Hartford

By: \_\_\_\_\_  
Name:  
Title:



Town of Norfolk

DocuSigned by:  
By: Matthew Riiska  
Name: Matthew Riiska  
Title: First Selectman

Town of Sandisfield, MA

DocuSigned by:  
By: Jonathan Sylbert  
Name: Jonathan Sylbert  
Title: Town Manager

Town of Winchester

By: \_\_\_\_\_  
Name:  
Title: