

CONTRACT FOR EMERGENCY AMBULANCE SERVICE

THIS AGREEMENT, made and entered into as of this 1st — day of ~~July~~March, 2020, by and between the **TOWN OF POMFRET**, the **TOWN OF HAMPTON** and the **TOWN OF EASTFORD**, all Connecticut municipal corporations organized and existing under the laws of the State of Connecticut (hereinafter referred to, separately as “Pomfret”, “Hampton” and “Eastford”, or, collectively as the “Towns”), the **POMFRET FIRE DISTRICT**, a duly constituted Fire District serving the residents of Pomfret (hereinafter referred to as the “District”), and **K-B AMBULANCE CORPS, INC.**, a Connecticut non-stock corporation duly organized and existing under the laws of the State of Connecticut, having an address of: P.O. Box 209, Danielson, Connecticut 06239 (hereinafter referred to as “K-B”); and certified by the State of Connecticut Department of Public Health to provide Basic and Advanced Level Ambulance Service (“Emergency Services”), within the Towns pursuant to Connecticut Agency Regulations Sec. 19a-179-4.

WHEREAS, Chapter 368d, Section ~~190~~190a-181b, of the Connecticut General Statutes requires municipalities in the State to establish local emergency medical service plans; and

WHEREAS, K-B is a not for profit, non-stock (501(c)3) corporation that provides Emergency Services for communities and residents in Northeastern Connecticut; and

WHEREAS, the said Towns are desirous of entering in an agreement for provision of Basic and Advanced Level Emergency Ambulance Service (the “Emergency Services”) for the residents and visitors within each Town; and,

WHEREAS, K-B is desirous of furnishing said Emergency Services to the Towns for an initial three (3) year period under the terms and conditions set forth herein; and

WHEREAS, the Towns and K-B are committed to providing the highest quality Emergency Services to the Towns and the residents and visitors therein,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Towns hereby engage K-B to furnish Emergency Services for the Towns, and K-B agrees to furnish such Emergency Services, upon the terms and conditions as hereinafter set forth.

ARTICLE 1. EMERGENCY SERVICES TO BE PROVIDED

- A. K-B. agrees to furnish 24-hour Emergency Services in the Towns for residents and visitors, when notified by telephone or an any other established manner of emergency communication, and to respond and attend, without delay, to transport any sick or injured person within said Towns to appropriate and designated emergency medical facilities. K-B will endeavor to maintain average response times for Emergency Services to be provided to each Town as set forth in **Schedule A**, hereafter attached.

B. K-B. further agrees to furnish, at ~~itss~~ sole cost and expense, all ~~qualified~~ licensed personnel and vehicles necessary to carry out such Emergency Services, to be staffed and equipped by K-B in compliance with all applicable State of Connecticut General Statutes and Agency Regulations. Said vehicles and personnel; ~~and that~~ will be based at the Pomfret Emergency Operations Center, as hereinafter provided. Additionally, K-B shall be responsible for the following operating expenses:

- a. Replacement of medical supplies and equipment.
- b. Any required maintenance, repair or replacement of vehicles.
- c. All insurance set forth below in Article 5; ~~and,~~
- d. All general liability, contractual liability, malpractice, workers' compensation, contractual and/or errors and omissions insurance covering all members of K-B Ambulance, Corps, Inc.
- e. Such other expenses necessary to provide said Emergency Services for the Towns as herein provided.

Said ~~licensed~~qualified personnel, vehicles and equipment will be dedicated for Emergency Services to be rendered in the Towns with the exception of last call mutual aid responses that are deemed necessary by the emergency dispatch system having responsibility for placing Emergency Services calls for aid with K-B.

C. In partial consideration for the undertakings by the parties as herein provided, Pomfret shall provide space at the Pomfret Emergency Operations Center to K-B for the base location of such vehicles, staff and equipment as required by K-B to provide said Emergency Services to the Towns, at no cost or expense to K-B. Specifically, such space shall include up to two emergency vehicle bays, heat, utilities, telephone, internet wi-fi service, ~~an~~ one (1) unfurnished office and one (1) unfurnished (1) bunk room. K-B personnel shall also have use; in common with other Pomfret personnel utilizing said Center; of kitchen, shower and bathroom facilities.

ARTICLE 2. TERM

The Term of this agreement shall be for an initial term of three (3) years, commencing as of July 1, 2020 and expiring June 30, 2023. ~~This~~ agreement will automatically renew for successive periods of twelve (12) months, unless terminated by any party hereto not later than ~~sixty (60)~~ ninety (90) days prior to the expiration of said initial three (3) year term; or any successive twelve (12) month renewal term

ARTICLE 3. CONSIDERATION

A. In partial consideration for the furnishing of the Emergency Services as herein provided, each of the Towns shall be responsible for payment to K-B of annual amounts of Fifty-One Thousand Six Hundred (\$51,600.00) Dollars, to be paid in such amounts and

quarterly upon such schedules as established by the respective Towns and K-B. Prior to the expiration of the initial three (3) year term of this agreement and any successive renewal term, the amount of the annual contributions by the Towns to K-B shall be reviewed and re-established for the following renewal terms for such amounts as may be mutually agreed to in writing by the parties hereto. In the event the Towns and District, and K-B cannot agree as to the re-established amounts of contributions to be made by the Towns to K-B, then any party shall have the right to terminate this Agreement upon written notice to the non-terminating parties.

- B. In addition to said payments by the Towns, K-B shall have the right to charge any person for Emergency Services provided in accordance with the *Maximum Schedule of Rates* as assigned to K-B and authorized by the State of Connecticut Department of Public Health pursuant to Connecticut Agency Regulation 19a-179-21, as may be amended from time to time, and any applicable federal regulations. In no event shall the Towns be liable for payment of any such amounts charged to Emergency Service recipients by K-B.

Notwithstanding the foregoing provisions, in the event the annual payments made to K-B by the Towns and the revenues received through charges billed by K-B to users do not cover the annual costs and expenses incurred by K-B in furnishing the Emergency Services, K-B may request the Towns to review such financial reports and supporting information as required to document any such shortfall prior the anniversary date of this Agreement, during the initial three (3) year term, for consideration of any adjustments required in the annual payments to be made during said term. The Towns will give due consideration to any such request by K-B, but such consideration will not constitute obligations on the part of the Towns to make any increases in annual payments to be made to K-B during said term.

ARTICLE 4. INSURANCE

- A. The ambulance liability policy required by this agreement shall be written with minimum coverage of \$10,000,000.00 (Ten Million Dollars) per occurrence.
- B. The ambulance vehicle liability policy required by this agreement shall be written with minimum coverage of \$10,000,000.00 (Ten Million Dollars) per occurrence.
- C. At the commencement of the term of this Agreement, and on each successive anniversary date, K-B shall furnish each Town with a certificate of insurance naming each Town as additional insured parties. Such certificates shall be in a form and content reasonably acceptable to the Towns.

ARTICLE 5. REPORTS

K-B. shall provide each Towns with written monthly reports of the ambulance calls in each Town. Such reports will provide a listing of Emergency Services rendered for each Town and such other information as may be reasonably requested by the Towns, including Benchmarks and Performance Measures for such Emergency Service calls responded to by K-B for each respective Town. Such reports will be subject to any applicable HIPPA restrictions and requirements pertaining to information disclosed therein.

ARTICLE 6. RIGHT TO TERMINATE; ~~NON-APPROPRIATION~~

In addition to the rights to terminate as set forth in Article 2, and Article 3A, above, this agreement may be terminated for cause upon sixty (60) days written notice of intent to terminate from a terminating party to the non-terminating party or parties. Cause shall be defined as:

- (a) Failure on the part of K-B to provide Emergency Services in accordance with the terms as set forth in this agreement
- (b) Failure on the part of a Town to make payments as provided herein
- (c) Failure on the part of K-B to provide satisfactory evidence of such liability insurance as provide in Article 4, above

Upon receipt of written notice of an intent to terminate, the party receiving such notice shall have ten (10) days within which to remedy the causative factor(s). If remedied to the satisfaction of both parties, as evidenced by follow-up written notice, this agreement shall continue in full force and effect. If such causative factors are not so remedied, then the termination date as specified in a notice of intent to terminate shall constitute the date of termination.

~~Should any Town not appropriate or otherwise make available funds sufficient to pay its obligations hereunder, said Town may withdraw from and terminate this Agreement upon thirty (30) days written notice to K-B. Such Town will not be entitled to a refund or offset of previously paid, but unused compensation. The Towns agree not to use termination for lack of appropriations as a substitute for termination for cause.~~

ARTICLE 7. INDEPENDENT CONTRACTOR

It is hereby mutually covenanted and agreed that the relation~~ship~~ of K-B and the Towns pertaining to the Emergency Services to be provided under this agreement shall be that of an independent contractor.

ARTICLE 8. INDEMNITY AND HOLD HARMLESS AGREEMENT

K-B agrees to indemnify and hold the Towns, and the respective officers, agents and employees of the Towns, free and harmless from any liability asserted or otherwise asserted against a Town or the Towns, and/or any officer, agent or employee of a Town arising from, or relating to any claimed negligence on the part of K-B in the course of the rendering of Emergency Services as herein provided; or relating to any disputes or claimed discrepancies relating to billing by K-B for charges from parties for whom said Emergency Services have been provided.

ARTICLE 9. NO ASSIGNMENT

The rights, responsibilities and obligations on the part of K-B as provided herein may not be assigned by K-B to third party Emergency Service providers without the written consent by the Towns. Notwithstanding the foregoing, this limitation shall not extend to established mutual aid arrangements between K-B and other qualified Emergency Service providers.

ARTICLE 10. INTERLOCAL AGREEMENT; AUTHORITY ON BEHALF OF THE PARTIES

~~Any town may withdraw from this agreement by giving written notice to each other town, with the withdrawal being effective thirty (30) days from the date of the notice. Such withdrawal shall be approved by the legislative body of the withdrawing town in the same manner as provided for ratifying interlocal agreements pursuant to Connecticut General Statutes Section 7-339c(a).~~

~~This agreement shall be reviewed by each town no later than 3 years from the date of implementation and periodically thereafter. However, the Agreement may be terminated at any time with the unanimous consent of each participating town which has not withdrawn from the agreement at the time of termination. Further, the Agreement may be amended at any time with the unanimous approval of KB Ambulance Corps., Inc. and each participating town which has not withdrawn from the agreement at the time of such proposed amendment. Such notice of termination or amendment to the agreement shall be approved by the legislative body of each participating town in the same manner as provided for ratifying interlocal agreements pursuant to Connecticut General Statutes Section 7-339c(a).~~

~~Each town's legislative body has ratified this~~ This Agreement is subject to such legislative body ratification by the respective Towns if required pursuant to Connecticut General Statutes Section 7-339c, ratifying the authority of and authorized each town's chief executive officer to execute this agreement on behalf of the town and as deemed necessary by each respective Town, and further subject to any interim Executive Order that may be issued or clarified by the Governor of the State of Connecticut modifying this statutory requirement. This Agreement will be effective for each town on the date the agreement is executed by the authorized official of the signatory town.

Each individual executing this agreement has the authority to do so pursuant to a Resolution adopted by its respective boards of authority. The signers, hereto, are duly authorized and empowered to execute this instrument and enter into such an agreement ~~on behalf of the Towns of Pomfret and K-B, respectively~~. This agreement may be executed by the parties in counterparts.

ARTICLE 11. NOTICES

Any and all notices and payment required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

Town of Pomfret: Attn: First Selectperson – Pomfret Town Hall, 5 Haven Road,
Pomfret Center, Connecticut 06259

Town of Hampton: Attn: First Selectman- Hampton Town Hall - 164 Main St,
Hampton, CT 06247

Town of Eastford: Attn: First Selectperson – Eastford Town Hall - 16 Westford Rd,
Eastford, CT 06242

K-B Ambulance, Corps, Inc: P.O. Box 209, Killingly, CT 06239

ARTICLE 12. WAIVER

No failure or delay by any party to this agreement in exercising any right, power or privilege hereunder shall operate as, or be otherwise deemed to constitute, a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power or privilege hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any other applicable rights provided by law.

ARTICLE 13. MODIFICATION

This agreement constitutes the complete understanding of the parties and replaces any prior agreements, oral or otherwise by and between K-B and any of the Towns, or between K-B and any authorized emergency service department of any Town. No modification of any provisions herein shall be valid unless stated in writing and signed by all parties to this agreement.

ARTICLE 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WEHREOF, the authorized signatories for the parties hereto have set their hands and seals on this the _____ day of _____, 2020.

KB Ambulance Corps, Inc.

Town of Pomfret

By: _____

By: _____

Maureen Nicholson
First Selectwoman

Town of Hampton

By: _____

Allan Cahill
First Selectwoman

Town of Eastford

By: _____

Jacqueline Dubois
First Selectwoman

Pomfret Fire District

By: _____

John Dinsdale~~Brett Sheldon~~
President~~Chief~~

SCHEDULE A

Projected Maximum Response Times for Emergency Service Calls

As to the Town of Pomfret: _____

As to the Town of Hampton: _____

As to the Town of Eastford: _____

The above projected maximum response times shall be subject to periodic review and adjustment as may be agreed to in writing by K-B and the respective First Selectpersons for the respective Towns.