

**REGIONAL EMERGENCY MEDICAL SERVICES
COMMUNICATIONS SYSTEM AGREEMENT**

This agreement ("Agreement") is entered into by and between the North Central Connecticut Emergency Medical Services Council, Inc. ("Contractor" or "CMED"), a private non-stock, non-profit corporation established under the laws of the State of Connecticut, and the Town of Canton ("Town/City"), a municipal corporation established and operating under the laws of the State of Connecticut.

Whereas, the Town/City desires implementation of a regional emergency medical services (EMS) communications system; and

Whereas, the Town/City is part of the North Central Connecticut Emergency Medical Services Region; and

Whereas, the Town/City desires participation in the regional Central Medical Emergency Direction, EMS communications system of North Central Connecticut, known as CMED; and

Whereas, such participation would benefit the Town's/City's population, now therefore, be it:

Resolved, that the Town/City and the Contractor, in consideration of the mutual promises contained herein, understand and agree that:

Section I. Term

The term of this Agreement shall be from July 1, 2018 to June 30, 2019.

Section II. Definitions

1. "EMS PROVIDER" means any person, association, or organization who provides immediate and/or life saving transportation and medical care away from a hospital to a victim of sudden illness or injury, which may operate within the Town/City which service has vehicles and/or personnel with communications equipment as specified in the regional Communications Plan of the EMS Council.

2. "COMMUNICATIONS SYSTEM" means the UHF Communications network for emergency medical services which is operated from the CMED console at the Oak Hill School in Hartford, Connecticut, or from any other place that may be established in the future.

3. "COMMUNICATIONS SERVICES" means use of the available EMS communications channels and/or phone patch as assigned by CMED for designated purposes.

4. "PARTICIPATING HOSPITALS" means those hospitals having communications terminals connected directly to the CMED console.

5. "MEDICAL DIRECTION" means advice, instruction and guidance to EMS provider personnel given by an emergency physician at a participating hospital.
6. "PARTICIPATING PUBLIC SAFETY AGENCY" means those public safety agencies within the community, (including, but not limited to police, fire, rescue and civil preparedness), with vehicles and/or personnel which possess the communications equipment necessary to communicate with the CMED, as specified in the regional Communications Plan of the EMS Council.
7. "MASS CASUALTY SITUATION" means any situation resulting from any cause, in which the number of casualties exceeds the normal and routine capabilities of the EMS providers and the Town/City.
8. "FAVORABLE FUND BALANCE" means any portion of funds paid by the Town/City under this Agreement which are unused on June 30, 2019.
9. "SUMMARY" shall mean written Activity Reports which show total volume of CMED calls broken down by hospital, service, and by town in which Patient Care Response was made.
10. "TWO-WAY RADIO COMMUNICATIONS" means the ability to access Communications Services utilizing the Communications System.
11. "AGENTS" means any employee, contractor (or subcontractor), or other person or entity who is authorized to act for another by contract or apparent authority.
12. "PATIENT CARE RESPONSE" means action taken by the EMS Provider to respond to calls for emergency services originated from an EMS Dispatch Center.
13. "CAPITAL RESERVE, EQUIPMENT FUND" means a designated account that the Contractor shall transfer non dedicated funds to be set aside and used to purchase equipment for North Central CMED.

Section III. Obligations of the Contractor

1. The Contractor shall provide the following, for 24 hours a day, 7 days a week:
 - A. Two-Way Radio Communications between participating hospitals and any and all EMS providers operating in the Town/City.
 - B. Two-Way Radio Communications between any of the following:
Participating Hospitals, all EMS Providers within the Town/City, and any and all

Participating Public Safety Agencies during Mass Casualty Situations.

- C. Accurate and up to date information on the availability at Participating Hospitals of prompt and effective medical treatment to patients transported to such hospitals by EMS Providers.
2. The Contractor shall comply with the Town's/City's affirmative action policy, as expressed in its Code and Regulations.
 3. In carrying out this program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, physical handicap, mental disability, sexual preference, ancestry or sex or gender identity or expression, when making employment decisions, which include but are not limited to the following:
hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training, selection for apprenticeship, and determining terms and conditions of employment. The Contractor shall incorporate this provision, or cause it to be incorporated, in any and all subcontracts entered into pursuant to this agreement.
 4. Upon request of the Town/City, the Contractor shall provide access to free copies of any tape recording of any transmission to or from, or coordinated or controlled by CMED, for a period of 30 days after the transmission.
 5. The Contractor shall, upon request, provide the Town/City a monthly written Summary of all transmissions to, from, or coordinated or controlled by CMED between July 1, 2018 and June 30, 2019. The Contractor shall also provide an annual Summary, covering the period from July 1, 2018 to June 30, 2019. The annual Summary shall be delivered on or before August 31, 2019.

Section IV. Obligations of the Town/City

1. The Town/City shall pay the Contractor Nine Thousand Two Hundred Eight and 10/100 Dollars (\$9,208.10). This amount represents a fair share assessment for the Town/City, based on 2016 Connecticut Department of Public Health Census data showing a Town/City population of 10,287 multiplied by a per capita charge of 0.89512. Payment shall be made on or about July 1, 2018, but no later than September 30, 2018 without interruption of service.
2. The Town/City shall name a representative to serve on the North Central Connecticut EMS Council's CMED Committee. **The CMED Committee meets bi-monthly to oversee long term planning and coordination of North Central CMED.**

Section V. Indemnification

The Contractor holds the Town/City harmless, and shall protect and indemnify the Town/City

from any and all claims or suits, brought on any theory, in any forum, to the extent arising out of any act or omission of the Contractor, connected with or in the performance of this Agreement. The Contractor shall immediately pay any and all judgements, awards, liens, attachments or other liability resulting from all such claims or lawsuits. This indemnification does not extend to acts or omissions of the Town/City or its Agents.

Section VI. Termination

1. Termination for Cause. Upon the occurrence of any Event of Breach as set forth in Section XIV and the expiration of any applicable cure period, the Town/City may terminate this Agreement by giving five (5) days' written notice to Contractor.
2. Termination at Will. Either the Town/City or the Contractor may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the other party.
3. Effect of Termination. In the event this Agreement is terminated pursuant to any of Sections VI.1 through VI.2 above, Town/City shall make full payment to Contractor on a pro rata basis for all services performed in accordance with this Agreement up to and including the date of termination within sixty (60) days of such date of termination (and to the extent Contractor has received amounts from Town/City in excess of such pro rata amount, it shall refund to Town/City such overage within sixty (60) days of such date of termination). Contractor shall provide Town/City with a Summary documenting all services performed from the date this Agreement went into effect up to and including the date of termination. The portion to be refunded will be that which bears the same proportion to the whole assessment for the contract period as the time the effective date of termination until June 30, 2019 bears to the whole contract period. In the event of termination of the contract, services will no longer be provided under this Agreement.

Section VII. Favorable Fund Balance

In the event of non-renewal of this Agreement, the Contractor shall refund any non-dedicated funds to the Town/City.

In the event that a new Agreement is entered into or this Agreement is renewed for the next fiscal year, the Contractor shall elect to transfer non-dedicated funds to the Capital Reserve, Equipment Fund or credit any remaining non-dedicated funds to the Town's/City's assessment for the next contract period.

Section VIII. Amendment and Modification

This Agreement may only be amended or modified in writing signed by the parties, acting by their authorized representatives. The Contractor's authorized representative shall be its President and the Town's/City's duly authorized representative shall be determined by the local Chief Administrative Officer or his designee.

Section IX. Severability

If any term or provision of this Agreement or its application to any person or circumstance shall be held invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each remaining term and provision shall be deemed valid and shall be enforced to the fullest extent permitted by law.

Section X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the Town/City entering into this contract.

Section XI. Gender and Number

Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall be held and construed to include plural, unless the Agreement otherwise requires or provides.

Section XII. Notices

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operations shall be deemed properly given if hand delivered or sent by United States registered mail, postage prepaid, at the following addresses:

AS TO THE TOWN/CITY:

Leslee Hill
First Selectman
Town of Canton
PO Box 168
Collinsville, Connecticut 06022-1858

AS TO THE CONTRACTOR:

President
North Central Connecticut EMS Council, Inc.
P.O. Box 1833
Hartford, CT 06144-1833

Section XIII. Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them. This Agreement may be executed in counterparts. Execution and delivery of signature pages hereto via facsimile or other electronic image transmission shall be valid and binding for all purposes.

Section XIV. Events of Breach and Remedies

Whenever Contractor shall do, or permit anything to be done, whether by action or inaction, contrary in any material respect to any of the covenants, agreements, terms or provisions contained in this Agreement which on the part or behalf of Contractor are to be kept or performed, and Contractor fails to correct any such breach within ten (10) days after Contractor's receipt of written notice of such breach from the Town/City, Contractor has breached the Agreement (an "Event of Breach"). Upon the occurrence of an Event of Breach, Town/City may (i) require Contractor to correct or cure such breach to the satisfaction of the Town/City or (ii) terminate this Agreement for cause in accordance with Section VI. 1. The selection of any remedy shall not prevent or stop the Town/City from pursuing any other remedy and shall not constitute a waiver by the Town/City of any other right or remedy.

Section XV. Professional Services Insurance Requirements

1 Insurance Coverage

At least ten (10) days before the Agreement is executed, the Contractor will be required to file with the Town/City a certificate of insurance, executed by an insurance company or authorized representative satisfactory to the Town/City and in an acceptable form. Contractor shall agree to maintain in force at all times during the Agreement the following minimum coverage and shall name the Town/City an Additional Insured and Certificate Holder on a primary and non-contributory basis to the General Liability Policy. The policy should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the Town/City. Insurance shall be in accordance with the following requirements:

Commercial Liability: Contractor shall carry General Liability insurance in the amount of \$1,000,000 per occurrence. Contractor shall also carry insurance for general aggregate in the amount of \$2,000,000 and products/completed operations aggregate in the amount of \$2,000,000.

Umbrella: The Contractor shall carry umbrella liability insurance in the amount of \$5,000,000 per occurrence. Contractor shall also carry insurance for general aggregate in the

amount of \$5,000,000.

2 Insurance Provisions

The Town/City shall be named as Additional Insured and Certificate Holder. The coverage shall contain no special limitations on the scope of protection afforded to the City.

Contractor shall be responsible for any and all deductibles in the described insurance policies including payment thereof and indemnification of the City with regard thereto in accordance with this Agreement.

Contractor's insurers shall have no right of recovery or subrogation against the Town/City. Contractor's insurance shall be primary insurance as respects the Town/City. Any insurance or self-insurance maintained by the Town/City shall be excess and non-contributory to the Contractor's insurance.

Termination or change of insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town/City by mail at least thirty (30) days in advance of any termination of or any change in the policy. No change to such provision shall be made without said prior notice and without prior written approval of the Town/City.

Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages even if groundless.

Compensation: There shall be no direct compensation allowed to Contractor on account of any premium or other charge necessary to take out and maintain all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.

Waiver of Requirements: The Town/City may vary the above requirements in its sole discretion; if it determines that the Town/City's interests will be adequately protected without meeting all stated requirements.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Unless requested otherwise by the Town/City, Contractor and its insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town/City. Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

Policies must be effective for the term of the Agreement. In the event of interruption of coverage for any reason, all work under the Agreement shall cease and shall not resume until

coverage has been restored.

Original, completed Certificates of Insurance must be presented to the Town/City prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies. Should any of the above described policies be cancelled before expiration date, Contractor must provide written notice to the Town/City 30 days prior to cancellation.

Section XVI. Anti-Discrimination and Affirmative Action

Provider agrees to abide by the provisions of Section 2-679 *et seq.* of the City of Hartford Municipal Code (as applicable), Executive Orders Numbers 3 and 17 of the State of Connecticut; and Presidential Executive Orders Numbers 11246, 11375 and 11063. In carrying out the Project, Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the non-discrimination clause.

Provider shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Notwithstanding the restrictions of Section 10 of this Agreement, provider shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement. Provider agrees to abide by the terms and conditions contained in the City of Hartford's *Contractor's EEO Report*, a copy of which shall have been given by City to Provider prior to or at the execution of this Agreement.

Section XVII. Americans With Disabilities Act (ADA) of 1990

Provider agrees to abide by the provisions of the Americans with Disabilities Act (the "Act") of 1990; Public Law 101-336, as applicable.

In compliance with this law, Provider shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees,

employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of Provider, or be subjected to discrimination by Provider. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by Provider.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. Provider shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act.

Provider shall not permit coercion, intimidation or threatening of, or interference with, any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act.

Section XVIII. Delinquency in Obligations

Provider hereby agrees that throughout the period of this Agreement, all taxes, contractual obligations and audit responsibilities owed to City shall be and remain current.

IN WITNESS THEREOF, the parties have executed this Agreement:

NORTH CENTRAL CONNECTICUT EMS COUNCIL, INC.

Charles J. Smith
President
5/8/2018
Date

Betty Morris
Witness
5/8/2018
Date

Town of Canton

[Signature]
Chief Administrative Officer
6-12-2018
Date

Claudia Kasdi
Witness
6-12-2018
Date