

**NORTH CENTRAL CONNECTICUT EMERGENCY MEDICAL SERVICES COUNCIL
EMERGENCY MEDICAL DISPATCH SERVICES AGREEMENT**

This agreement (the "Agreement") dated as of the 1st day of July, 2016 by and between the North Central Connecticut Emergency Medical Services Council, Inc. ("Contractor"), a private non-stock, non-profit corporation established under the laws of the State of Connecticut, and the Town of Canton, a municipal corporation established and operating under the laws of the State of Connecticut ("Town").

RECITALS

WHEREAS, the Town is part of the North Central Connecticut Emergency Medical Services Region;

WHEREAS, Sections 28-25b (g)(1) and 28-25b (g)(2) of the Connecticut General Statutes require that the Town provide Emergency Medical Dispatch ("EMD") to callers in their 9-1-1 system;

WHEREAS, the Town desires to implement EMD services through the Contractor; and

WHEREAS, Town's participation in providing EMD would benefit the Town's population.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Definitions.

1.1. "EMERGENCY MEDICAL DISPATCH" Program or "EMD" Program, means a system designed by Priority Dispatch Corporation or such other entity selected by the Contractor, which utilizes a system of (A) tiered response or priority dispatching of emergency medical resources based on the medical assistance needed by the victim, and (b) pre-arrival first aid or other medical instructions given by trained personnel who are responsible for receiving 9-1-1 calls and dispatching emergency response services.

1.2. "MEDICAL DIRECTOR" means a Connecticut licensed physician, board certified in emergency medicine by the American Board of Emergency Medicine employed or engaged by the Contractor.

1.3. "PUBLIC SAFETY ANSWERING POINT" OR "PSAP" means the agency location and facility in the Town that is assigned the responsibility of receiving 9-1-1 calls and, as appropriate, directly dispatching emergency response services, or transferring or relaying emergency 9-1-1 calls to other public safety agencies. A PSAP is the first point of reception by a public safety agency of a 9-1-1 call and serves the jurisdictions in which it is located or other participating jurisdictions.

1.4. "EMS PROVIDER" means any ambulance or paramedic service licensed or certified by the Connecticut Department of Public Health, Office of Emergency Medical Services to provide services at the Basic (ambulance), Intermediate (EMT-Intermediate), or Mobile Intensive Care (paramedic) level which may operate within the Town and which has vehicles and personnel with communications equipment as specified in the Regional Communications Plan of the EMS Council, dated July 1, 2003.

1.5. "SERVICE FEE" means the annual fee assessed by the Contractor for the delivery of the EMD Services.

1.6. "PER CAPITA" means per person residing in the Town.

1.7. "START-UP FEE" means a one-time non-refundable fee assessed by the Contractor to cover the costs of start-up equipment, training, and staffing for the delivery of EMD Services.

Section 2. Services Provided By The Contractor. The Contractor shall provide services to the Town in accordance with the terms and conditions set forth herein.

2.1. The Contractor shall provide 24 hours per day, 7 days per week an Emergency Medical Dispatch Program which includes medical interrogation, dispatch prioritization and pre-arrival instructions in connection with 9-1-1 calls requiring emergency medical services. The Emergency Medical Dispatch Program shall be provided only by personnel who have been trained in emergency medical dispatch through completion of a training course selected by the Contractor and approved by the Office of State Wide Emergency Telecommunications.

2.2. The Contractor shall provide quality assurance for the Emergency Medical Dispatch Program that shall include monitoring of emergency medical dispatch time arrivals, utilization of emergency medical dispatch components, and appropriateness of emergency medical dispatch instructions and dispatch protocols.

2.3. The Contractor shall provide a Medical Director who shall provide medical oversight and an ongoing review of the effectiveness of the Emergency Medical Dispatch Program.

2.4. The Contractor shall provide and maintain telephone numbers for the transfer of calls from the 9-1-1 PSAP to the Contractor for the purpose of rendering EMD Services.

2.5. The Contractor shall provide the Town with access to EMD data at the written request by the Town and shall provide a written annual report to the Town summarizing the EMD data for the year.

2.6. The Contractor shall comply with the Town's affirmative action policy, as required by State and Federal laws and regulations.

Section 3. Services Provided By The Town. The Town shall provide the following in accordance with the terms and conditions set forth herein.

3.1. The Town shall maintain a PSAP to answer all 9-1-1 calls received within the municipality.

3.2. The Town shall provide dispatching for all EMS Providers responding to a 9-1-1 emergency calls in the municipality.

3.3. The Town shall transfer all 9-1-1 calls requesting an Emergency Medical Services response to the Contractor for the purpose of rendering EMD services.

3.4. The Town shall provide and maintain all equipment and services required to transfer 9-1-1 calls to the Contractor.

3.5. The Town shall comply with Emergency Medical Services dispatch guidelines provided by the Medical Director and the Contractor.

3.6. The Town shall allow the Contractor access to 9-1-1 call data relevant to EMS calls for the purpose of providing information needed for quality assurance.

3.7. The Town shall comply with recommendations from the Medical Director and Contractor.

3.8. The Town shall name a representative to serve on the Contractor's CMED EMD Sub-Committee ("EMD Sub-Committee"). The EMD Sub-Committee was formed by the Contractor to evaluate and provide guidance to EMD Services in the north central region of Connecticut. The Contractor must approve the representative named by the Town.

Section 4. Compensation or Financial Terms.

4.1. The Town shall pay the Contractor a Service Fee of Twenty Thousand Six Hundred Ninety Dollars (\$20,690.00), which is based on a per capita charge of \$2.00. The most recent CT census report published by the CT Department of Public Health shall be used to determine the number of people residing in the Town. The entire payment shall be made on or about July 1, 2016, but no later than September 30, 2016. The Town shall pay the entire amount due without demand for payment by the Contractor.

Section 5. Term and Termination.

5.1. The term of this Agreement shall commence July 1, 2016 and shall remain in full force and effect until June 30, 2017 unless earlier terminated or extended pursuant to the terms of this Agreement.

5.2. The Contractor and Town shall negotiate in good faith an extension of the term of this Agreement at least ninety (90) days prior to the expiration. If the parties are unable to agree

upon and execute a written extension of this Agreement before expiration of the Initial Term, the Contractor shall not be obligated to provide EMD Services after the expiration of the Initial Term.

5.3 Notwithstanding anything contained herein to the contrary, this Agreement may be terminated as follows:

(a) Termination without cause: Either the Town or the Contractor may terminate this Agreement without cause upon thirty (90) days prior written notice to the other party.

(b) Termination after Default: Either party may terminate this Agreement in the event of a material default by the other party in carrying out any of its obligations hereunder; provided, however, that such right of termination shall only apply if written notice of such default has been given and the defaulting party has not cured such default within thirty (30) days of receipt of such notice.

(c) Termination after Legislative, Regulatory or Administrative Changes: In the event that there shall be a change in federal, state or local laws, or regulations, the adoption of which materially affects the ability of the Contractor to perform this Agreement, the Contractor may by notice to the Town propose a new basis for the Service Fee for the services furnished pursuant to this Agreement. If such notice is given and if the Contractor and the Town are unable within thirty (30) days to agree upon a new basis for compensation for the services hereunder, the Contractor may terminate this Agreement upon written notice to the Town, termination to be effective on the future date specified in such notice which shall be no less than thirty days (30) from the date of the notice. Any Service Fee paid by the Town shall not be refunded.

(d) Effect of Termination: In the event of termination of this Agreement for any reason: (i) The Contractor shall cease providing services to the Town on the date listed in the notice and thereafter the Town shall be responsible for providing its own EMD services; (ii) except as set forth in subparagraph (iii) below, no portion of the Service Fee shall be returned to the Town; and (iii) notwithstanding the foregoing, if the Contractor terminates this Agreement without cause pursuant to Section 5.3(a) hereof or if the Town terminates this Agreement pursuant to Section 5.3(b) hereof, the Contractor shall refund to the Town, within ninety (90) days of the date listed in the notice, a prorated portion of the Service Fee ("Refunded Service Fee") after deducting 10% of the Service Fee for costs and expenses incurred by the Contractor in developing and initiating the EMD Program for the Town. The remaining portion of the Service Fee shall be prorated for the number of days remaining in the Initial Term of the Agreement. There will be no refund of the one-time Start-up Fee.

Section 6. Indemnification.

6.1 The Contractor agrees to indemnify and hold the Town and each of its agents, independent contractors and employees harmless from and against any and all claims, liabilities, losses, damages, expenses and actions, including reasonable attorney's fees, which result from, are caused by or are related to (a) the violation of state, federal, or local law, rules or regulations by the Contractor, its directors, officers, agents, independent contractors and employees which results in bodily injury or physical or actual damages or the imposition of a fine, penalty or other charge; or (b) the negligence or wilful misconduct of the Contractor and each of its officers, directors, agents, independent contractors and employees.

6.2 The Town agrees to indemnify and hold the Contractor and each of its agents, independent contractors and employees harmless from and against any and all claims, liabilities, losses, damages, expenses and actions, including reasonable attorney's fees, which result from, are caused by or are related to (a) the violation of state, federal, or local law, rules or regulations by the Town, its directors, officers, agents, independent contractors and employees which results in bodily injury or physical or actual damages or the imposition of a fine, penalty or other charge; or (b) the negligence or wilful misconduct of the Town and each of its officers, directors, agents, independent contractors and employees.

Section 7. Miscellaneous.

7.1 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 duly authorized representative shall be the local Chief Administrative Officer or his designee as set forth in a written notice to the Contractor.

7.2 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.

7.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

7.4 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.

7.5 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:

THE TOWN:

Town of Canton
P.O. Box 168
Collinsville, CT 06022-0168

THE CONTRACTOR:

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

7.6 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.

7.7 Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

7.8 Severability: If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein, and such invalid, unenforceable or illegal provision shall be valid, enforceable and legal to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above:

North Central Connecticut EMS Council, Inc.

By: Charles J. Proter, Jr.
Printed Name: CHARLES J. PROTHER, JR.
Its: President

Town of Canton

By: Amy COTSOLE
Printed Name: AMY COTSOLE
Its: Chief Financial Officer