

Emergency Medical Services Personnel Agreement

THIS AGREEMENT made as of this ^{14th} day of November, 2022, by and between **NORTHEAST FIRE-RESCUE LLC (NEFR)**, a Connecticut limited liability company, whose address is 271 Litchfield Road, Harwinton, Connecticut 06791, and **THE TOWN of CANTON FIRE & EMS DEPARTMENT (CFED)**, the Town of Canton, Connecticut, a not-for-profit ambulance service, whose mailing address is 4 Market Street Canton, CT 06019.

WITNESSETH:

WHEREAS, NEFR is a management service organization providing certified Emergency Medical Technicians (“EMTs”) and paramedics to ambulance services in Connecticut and NEFR is duly licensed by the State of Connecticut to provide such services; and

WHEREAS, CFED provides emergency medical services for its service area staffed by trained volunteers and the organization is fully licensed by the State of Connecticut to provide such services; and

WHEREAS, CFED desires to retain NEFR to provide EMT and Paramedic personnel to augment the volunteer staffing of the organization.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, NEFR and CFED agree as follows:

- 1) **Management Service Provider** CFED does hereby appoint NEFR as its management service provider to provide paid NEFR EMT and Paramedic personnel for the area it serves during the term of this Agreement. NEFR will make every effort to collaborate with the CFED Chief and his/her administration on the selection of employees assigned to provide services under this Agreement. However, NEFR has final discretion and the sole right to decide which of its employees will be assigned to the CFED and the area served by the CFED subject to the provisions of Right of Refusal (Section 13).
- 2) **Services Provided** CFED agrees to purchase NEFR’s services on the following terms and conditions:
 - a. **Contracted Services** CFED agrees to purchase EMT and Paramedic services from NEFR on a scheduled basis as follows: (1) EMTs Monday-Sunday 6 A.M. to 6 P.M and (1) EMT Saturday and Sunday nights 6 P.M. to 6 A.M. (1) Paramedic 24 hours per day, 7 days a week (subject to cancellation terms in Exhibit “A”).
 - b. **Non-Contracted Services** NEFR agrees to provide additional EMS staffing upon CFED’s request, when afforded a minimum of 21 days’ notice. In the event that CFED requires additional staffing with less than 21 days’ notice, it will pay a

premium surcharge of 1.5x the appropriate rate as detailed in Exhibit A. Although NEFR shall make best efforts, NEFR cannot guarantee that requests made within less than 21 will be staffed.

3) *NEFR's Duties and Responsibilities* NEFR agrees to:

- a. Provide proof of current State of Connecticut EMT and Paramedic certification of all employees staffed to the CFED. All NEFR personnel who are assigned to CFED shall have medical control authorization through Sponsor Hospital protocols. All personnel shall also possess all other licenses to include an active driver's license and certifications necessary to perform EMT services for the CFED under this Agreement.
- b. NEFR will notify CFED of any motor vehicle accidents or moving violations that occur when an NEFR employee is assigned to CFED.
- c. NEFR will notify CFED immediately of any motor vehicle accidents, or damages caused to CFED vehicles, while they are operated by NEFR employees.
- d. Provide a schedule of employee hours, with detailed billing to the CFED.
- e. Ensure that all NEFR personnel performing services for the CFED use their best efforts to act according to the Department standard operating procedures manual during assigned shifts, so long as a copy of such manual is provided in advance to NEFR. CFED will notify NEFR if it has an issue with NEFR personnel acting in accordance with any policies or procedure set forth in the Departments manual. CFED will provide a description of the issue and recommendations that would fix the issue. After notification, both parties agree to work in good faith with the other party to resolve any such issues and NEFR will take appropriate action against NEFR personnel, if warranted. Except as otherwise provided in this Agreement, NEFR has sole discretion to discipline its employees as it sees fit.
- f. Provide a time clock or other time-keeping system for payroll purposed and a fax machine with working printer to forward daily check-off sheets. If NEFR employees are held past their scheduled shift, timecards (or e-time cards) will reflect the ambulance case number for verification.
- g. Implement employee policies and have sole responsibility for: (1) hiring, (2) payroll, (3) compensation, (4) overtime, (5) benefits (including, but not limited to, worker's compensation), (6) tax consequences, (7) all other costs or other obligations to personnel provided under this Agreement, as well as (8) termination of personnel providing services pursuant to this Agreement.
- h. Discipline NEFR employees, according to NEFR's policies and procedures and within NEFR's discretion, for any known incidents CFED makes NEFR aware, any violations of NEFR's policies and procedures, or other violations of applicable federal, state, or local laws, regulations, rules, or protocols.

- i. In the instance where and NEFR employee demonstrates significant negligence or multiple instances of a “serious offense” have occurred, NEFR will work with CFED to enforce the appropriate level of discipline, up to and include not assigning the employee to CFED .
- j. Maintain and provide proof of workers’ compensation insurance on all personnel in an amount required by state law.
- k. Maintain and provide proof of general liability and professional liability (malpractice) insurance. Coverage shall be with an insurer acceptable to the Town and with policy terms, conditions and limits acceptable to the Town.
- l. NEFR employees will report any vehicle or equipment maintenance issues encountered or noticed during operations.
- m. NEFR agrees that should medical equipment/devices be damaged as a result of gross negligence on behalf of the NEFR employee, while working as an NEFR employee, that NEFR will be responsible for repair and replacement with an equal or better quality after a thorough investigation is completed by both CFED and NEFR.
- n. Provide CFED approved polo uniforms.
- o. Provide a site supervisor in collaboration with CFED’s Chief Officers. Site supervisor will be responsible for scheduling and additional administrative tasks as deemed necessary by NEFR, with consultation from CFED. NEFR reserves the right to provide a site supervisor or other higher-level management to service in this capacity, until an appropriate, qualified site supervisor can be interviewed, selected and trained. See Exhibit B for site supervisor billing rate.

4) **The Canton Fire & EMS Departments Duties and Responsibilities** CFED agrees to:

- a. Provide all equipment required for pre-hospital care at CFED’s current level of certification/licensure, including, but not limited to, radios, ambulance, and medical and training equipment. All ambulance vehicles shall be marked, supplied, and equipped as required by the Connecticut Department of Public Health and otherwise complies will all state, federal and local laws and regulations regarding ambulance vehicles. All ambulances and equipment upon which NEFR personnel will be rendering services pursuant to this Agreement shall comply with any applicable safety standards, receive proper and regular maintenance and services, and be kept in good, safe, working order. Upon twenty-four (24) hours’ notice, the Town shall provide NEFR each ambulance’s maintenance records, maintenance schedule or other such maintenance-related documentation upon request. NEFR shall also have the right to inspect the ambulances, as NEFR reasonably requests, to ensure the CFED compliance with this paragraph.
- b. Make its facilities, excepting any private or business-related offices, available for use by personnel providing services under this Agreement. CFED will provide NEFR employees with appropriate quarters to stay while not working on emergency responses.

NEFR certifies that the current quarters as they exist are appropriate for the scope of work outlined, in section 2(a). If permanent changes to this scope of work are added, NEFR will reevaluate quarters to ensure proper conditions exist (for example: in the event that overnight shifts are permanently added, sleeping quarters for male and female would have to be provided).

- c. Provide access to a computer with internet capabilities to access electronic timecard and web scheduling program.
 - d. The CFED will make best effort to inform NEFR within 24 hours of all claims, lawsuits, threatened litigation, incidents, accidents or unusual occurrences involving NEFR or its personnel as related to NEFR's performance under this Agreement.
 - e. NEFR employees are permitted to use CFED's vehicles, facilities, equipment, etc. as needed to perform their duties on behalf of the organization.
 - f. Be responsible for any and all billing CFED may choose to perform for its ambulance services.
 - g. Notify NEFR of all instances where the CFED feels that a NEFR employee needs to be disciplined for any reason. The Department may suggest appropriate discipline to NEFR and NEFR shall have the right to approve or disapprove of the suggested discipline. NEFR shall have the sole discretion to discipline NEFR employees as NEFR sees fit, except under urgent circumstances. Urgent circumstances may include instances where the CFED needs to issue immediate discipline to avoid harm to persons or property. The Corporation understands and agrees that NEFR has the sole ability to terminate NEFR employees and that if termination of the NEFR employee is the desired disciplinary measure, then this must come from NEFR and not from the Department, even under urgent circumstances.
 - h. Provide winter jackets for NEFR employees.
 - i. CFED shall provide a certificate evidencing comprehensive general liability insurance policies for real and personal property and bodily injury coverage, upon the request of NEFR. Such certificate shall provide that the policy shall not be cancelled or terminated with less than thirty (30) days advance written notice to NEFR.
- 5) **Term of Agreement/Termination** This Agreement shall commence as of December 1, 2022 and shall terminate on June 30, 2024. Notwithstanding the foregoing, either party may cancel this Agreement at any time with or without cause by giving the other party at least sixty (60) days' written notice. A non-defaulting party may also declare this Agreement void and of no further force and effect immediately upon the provision of written notice to the defaulting party:
- a. If a party shall fail to provide or pay for the services required to be performed hereunder or otherwise fail to meet or perform any of its obligations hereunder.

- b. If any party to this Agreement fails to maintain its required licenses, permits, or certifications necessary to do business.
- c. If any party to this Agreement is excluded from the Medicare or Medicaid programs or convicted of a criminal offence related to any federal or state health care program.
- d. If any party to this Agreement (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (v) has an involuntary bankruptcy petition filed against it; or
- e. If any of the representations and warranties of any party as set forth in this Agreement shall be false or misleading in any material respect.

6) **Costs and Terms of Payment**

- a. CFED will pay NEFR an hourly base, for all Contracted and Non-Contracted Services from December 1, 2022 to June 30, 2024 (see Exhibit A). If a NEFR employee “holds over” or extends his hours beyond his or her Contracted Services, CFED agrees to pay NEFR a corresponding hourly standard rate for such extension (see Exhibit A).
- b. If Contracted Services or Non-Contracted Services are for hours worked on holidays, CFED will pay NEFR an hourly rate equal to 1.5 times the base rate for the following holidays – Easter Sunday, Memorial Day, Labor Day, Juneteenth, Columbus Day and Veterans Day. Premium holidays – Independence Day, Thanksgiving 6a-6a, Christmas and New Year’s Eve beginning at 18:00 hours until 06:00 hours, Christmas Day, and New Year’s Day - will be billed at a rate of 2.0 times the base rate.
- c. CFED will make payments for mandatory training required by the Department or the Sponsor Hospital, including the training of newly hired NEFR employees.
- d. CFED will make payments every two weeks for the contracted services to NEFR within fourteen (14) days from the date of invoice. A default interest charge of one and one-half percent (1.5%) per month will accrue on all unpaid balances.
- e. NEFR will invoice the CFED every two weeks for employees held over in the prior month due to late calls, “holdovers” or extensions.
- f. NEFR will invoice the CFED every two weeks for Non-Contracted Services for the prior month. Invoice payments are due every two weeks to NEFR from the Department within 14 days from the date of such invoice. The late charge and default interest rate set forth in Paragraph 6c hereof shall apply to any amounts not paid by CFED to NEFR on or before the 14th day from the date of the bi-weekly invoice. Failure by CFED to pay invoices, late charges, and default interest in accordance with the foregoing may result in

NEFR's immediate termination of this Agreement after fifteen (15) days' notice, in NEFR's discretion.

- g. NEFR agrees to a 0.5% discount of the bi-weekly invoice, to act as a quick-pay-discount, when CFED pays within 7 days of the original invoice.
 - h. Except as set forth in Paragraph 5, CFED may reduce its hours for Contracted Services if more volunteers become available. Notification of such reduction must be given by the Corporation and received by NEFR at least 21 days (three weeks) prior to the previously scheduled shift. NEFR will credit the Town for any such reductions the next billing period.
 - i. Except as set forth in Paragraph 5, CFED will pay NEFR for all hours it has requested if an NEFR employee has reported to the ambulance site and the employee is sent home by the CFED officer. NEFR will bill CFED at an appropriate hourly rate as determined by provisions in Exhibit A.
 - j. In the case where an employee is sent home at no fault to CFED, NEFR will make every effort to provide immediate replacement coverage. If none is available, NEFR will not bill CFED for hours not covered.
- 7) **Independent Contractor.** The relationship of NEFR to CFED in the course of the performance of its duties pursuant hereto is that of an independent contractor and nothing contained in this Agreement shall be construed to constitute CFED as a partner, joint venture, or employee of NEFR. Neither party shall have the powers to bind or obligate the other except as set forth in this Agreement.
- 8) **Employment Relationship.** It is expressly understood and agreed upon by both parties that all employees providing services to CFED under this Agreement are employees of NEFR and are not employees of the CFED. It is not the intent of the parties to create a joint employment relationship with respect to personnel providing services hereunder and they shall not exercise control over the employees of NEFR. ***NEFR, as an independent contractor, shall be exclusively responsible for: hiring, firing, compensating and determining the rate of pay, paying employment taxes, withholding required taxes, disciplining and otherwise managing and exercising control over NEFR employees.***
- Notwithstanding the above, NEFR may hire as employees individuals who are volunteers of CFED. However, individuals who are or have been volunteers with the CFED may not be assigned by NERF to work at CFED as NEFR employees.
- 9) **Standard Operating Procedures Manual.** All NEFR employees will read and sign an acknowledgment that they have read, understand, and agree to act according to CFED's Standard Operating Guidelines, subject to the provisions of this Agreement.
- 10) **Activation Time.** All NEFR employees will maintain activation times equal to or less than two (2) minutes for at least 95% of all EMS calls. Any activation time exceeding three (3) minutes

will be documented. "Activation Time" is defined as the interval between (1) the end of the dispatch announcement and the acknowledgment of the emergency via whatever appropriate means (i.e., radio, telephone) and (2) the response. "Response" is defined as notification to the Dispatch Center that the ambulance is in route to the call. The time of dispatch is measured from the end of dispatch announcement.

- a. In the event a NEFR employee is not on the premises at CFED headquarters and the CFED misses a call, NEFR will pay CFED the sum of \$500.00 for the missed call. This will be reimbursed during the next invoice period.

11) Medical Control

- a. All NEFR employees assigned to work at CFED must have current medical control as set forth in paragraph 3(a). NEFR hereby agrees to provide CFED with proof of each assigned employee's medical control authorization and NEFR shall keep CFED apprised of the status of each NEFR employee's medical control, including, but not limited to, promptly notifying the Department of any action threatened or taken on a NEFR's employee's medical control authorization, whether resulting from an incident occurring while on assignment at the Town or otherwise.
- b. CFED reserves the right to change its Sponsor Hospital at any time during this Agreement and shall notify NEFR promptly in the event that it elects to do so.

12) Operating License

- a. Each party agrees to immediately notify the other regarding any issues involving their license/certificate to operate, up to and including suspension and/or revocation of its license and/or the failure to renew its license/certificate in a timely fashion. Loss of the CFED R-2 (Transport) Primary Service Area Responder (PSAR) assignment due to: (1) revocation by the State of Connecticut Department of Public Health, (2) declaration of emergency by the Corporation (as defined in the State of Connecticut EMS Statutes and Regulations), (3) discontinuation of EMS service by the Corporation shall render this Agreement null and void and no additional payments shall be due hereunder.
- b. In the event that CFED is prohibited from performing EMS duties for any reason CFED will remain liable to NEFR for any and all work previously performed.

13) Right of Refusal CFED reserves the right to refuse to have a NEFR employee assigned to CFED. Such refusal must be for a legitimate, lawful, and non-discriminatory reason. Refusal shall be made in writing by an officer of CFED and shall take effect immediately. If, however, the NEFR employee is on duty at CFED when CFED exercises this right, the NEFR employee will be allowed to finish out his or her shift unless the problem is so serious as to require removal of employee earlier. Such "emergency" removal shall be made by joint decision between NEFR and CFED.

14) Indemnification NEFR agrees to indemnify and hold harmless CFED and the Town of Canton, all their employees, volunteers and agents from any and all claims, causes of action, injuries and

damages arising from the negligent or intentional misconduct or failure of performance of any NEFR employee during the course of their performance of this Agreement, including but not limited to all damaged and attorney's fee incurred by CFED and the Town, including their volunteers, agents or employees.

15) **Disclaimer** NEFR shall not be liable to CFED or any other entity for any Acts of God or other factors beyond its control which limit or prevent NEFR employees from properly performing their duties, including, but not limited to, NEFR employees not arriving for work on time.

16) **Arbitration** It is the intention of the parties that any dispute arising under this Agreement which is not resolved within the thirty (30) day period commencing upon the issuance of written notice of the dispute by one party to another party, shall be settled by arbitration. The arbitrator will be selected by agreement of the parties or in the event of a dispute, by the American Dispute Resolution Center. Either party may seek a judgment upon the award rendered by the arbitrator. The fees of the arbitrator in any such proceeding under this section shall be shared equally by the parties to the dispute.

17) **Notices** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by hand delivery or mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to Northeast Fire-Rescue LLC:
271 Litchfield Road Harwinton, CT 06791
Phone: (860) 595-2289
Email: management@nefire-rescue.com

If to Canton Fire & EMS Department:
4 Market Street, CT 06019
Phone: (860) 882-3568
Email: jgotaski@townofcantonct.org

Or such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

18) **Waiver or Breach** The waiver by either party or a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.

19) **Assignment** This Agreement shall be binding upon and insure to the benefit of NEFR and CFED and their respective successors and assigns. Each party may not assign its interest in this Agreement without the other party's written consent.

20) **Severability** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

21) **Applicable Law** This Agreement shall be governed by the laws of the State of Connecticut including any laws that direct the application of the laws of another jurisdiction.

- 22) **Entire Agreement** This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- 23) **Construction** Section headings herein are for convenience only and shall not affect the construction thereof.
- 24) **Counterparts; Facsimile Signatures** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.
- 25) **Further Assurances** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.
- 26) **Construction** This Agreement is subject to applicable state and federal laws and regulations and shall be construed so as to be consistent with the parties' obligations thereunder. In the event that any provisions hereof is adjudged to any extent to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.
- 27) **Regulatory Changes** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislations or regulations. Any provisions of law that invalidate or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and confiscations of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days or receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

*THE REMAINDER OF THIS PAGE IS BLANK
SIGNATURE PAGE AND EXHIBITS TO FOLLOW*

Exhibit A

EMT Pricing

Date	Regular	Standard Holiday	Premium Holiday
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December 1, 2022-June 30,2023	\$35.00	\$52.50	\$70.00
July 1, 2023-June 30,2024	\$37.10	\$55.65	\$74.20

Paramedic Pricing

Date	Regular	Standard Holiday	Premium Holiday
December 1, 2022-June 30,2023	\$51.50	\$77.25	\$103
July 1, 2023-June 30,2024	\$54.59	\$81.89	\$109.18

Paramedic Supervisor

Date	Regular	Standard Holiday	Premium Holiday
December 1, 2022-June 30,2023	\$53.00	\$79.50	\$106.00
July 1, 2023-June 30, 2024	\$56.18	\$84.27	\$112.36

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates shown below.

NORTHEAST FIRE-RESCUE LLC

Dated this 14 day of November 2022.

By:  _____

CANTON FIRE & EMS DEPARTMENT

Dated this 14 day of November 2022.

By:  _____