

AMBULANCE CONTRACT-AD-HOC

MAY 21,2013

Chairman Warren Levy called the Committee meeting to order at 6:00pm

COMMITTEE MEMBERS PRESENT: Chairman Warren Levy and Paul Rotello

COMMITTEE MEMBERS ABSENT: Donald Taylor was out of town.

ALSO PRESENT: David. St. Hilaire, Director of Finance; Laszlo Pinter, Deputy Corporation Counsel; Geoff Herald, Chief Danbury Fire Department; PJ Prunty, Community Services Coordinator and Matt Cassavechia, Director Emergency Medical Services, Western Connecticut Health Network (WCHN).

After making introduction and stating the purpose of the meeting, Chairman Levy asked Mr. Pinter to review the changes to the agreement that is being renewed. Mr. Pinter noted the following changes:

1. The name Danbury Health Services to Western Connecticut Health Network.
2. Schedule A Vehicle Descriptions updated.
3. Schedule B updates for HIPPA regulations.
4. The addition of a 4th Ambulance on the west side of Danbury. Mr. St. Hilaire stated that the 4th Ambulance has been in service for a few years but was not included in the current agreement.

Further discussion ensued regarding HIPPA and liability insurance and hold harmless limits. **Chairman Levy asked for a report from Risk Management recommending the liability insurance and hold harmless limits: be increased.**

Chairman Levy asked Chief Herald to discuss the performance under the agreement to be extended. Chief Herald stated that the Fire Department and WCHN works together to ensure public safety, accomplish their common goals, and rarely receive any complaints. He continued that the relationship is exemplary.

Chairman Levy asked Mr. Cassavechia to comment on the performance from his perspective. Mr. Cassavechia stated that 20 year relationship has never been better noting the Operational Oversight Committee that meets at least once per quarter which looks for ways to improve as a key element to the success of the relationship.

Chairman Levy asked what a resident could expect when the Ambulance was called. Mr. Cassavechia described the personnel, training, and equipment. He

also distributed a fee schedule and financial information. This information was discussed further.

Councilman Rotello asked if the agreement was affordable. Mr. St. Hilaire stated that this is a necessary public service, and in general it is breakeven.

Councilman Rotello made a motion to recommend that the City Council ratify and renew the proposed contract between the City of Danbury and Western Connecticut Health Network from July 1, 2013 and terminating June 30, 2018 with an option to renew for 5 years commencing July 1, 2018 at the agreement of both parties. Chairman Levy seconded the motion. Vote, all in favor, motion unanimously approved.

There being no further business before the committee, Councilman Rotello moved to adjourn. Chairman Levy seconded the motion. Vote, all in favor, the meeting adjourned at 6:40pm.

Respectfully Submitted,

Warren Levy, Committee Chairman

Donald Taylor

Paul Rotello

SERVICES AGREEMENT - AMBULANCE & ADVANCED LIFE SUPPORT SERVICES

CITY OF DANBURY; WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES
INC.

THIS SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into and effective as of this _____ day of June, 2013, by and between the CITY OF DANBURY, a municipal corporation located in Fairfield County, Connecticut, and organized and existing under the laws of the State of Connecticut, acting herein by HON. MARK D. BOUGHTON, herein duly authorized, hereinafter referred to as the "City"; and WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES, INC., a corporation located in Danbury, Connecticut and organized and existing under the laws of the State of Connecticut, and an affiliate of WESTERN CONNECTICUT HEALTH NETWORK, INC., said corporation acting herein by JOHN J. MURPHY, its President and Chief Executive Officer, herein duly authorized, and said corporation hereinafter referred to as "WCHNA".

WITNESSETH:

WHEREAS, as of the date of this Agreement, WCHNA and the City are parties to an existing services agreement pursuant to which WCHNA provides paramedic and ambulance services to the City and its

residents in connection with said ambulance system and advanced life support service (the "Existing Agreement"); and

WHEREAS, the City wishes to continue to offer a comprehensive, state-of-the-art system of ambulance and advanced life support services to the residents of the City of Danbury; and

WHEREAS, WCHNA wishes to continue to assist the City in providing such services, all in accordance with all of the terms and conditions and provisions of this new agreement:

NOW, THEREFORE, for the consideration stated herein and mutually acknowledged, the parties hereto, intending to be fully bound hereby, do hereby agree as follows:

1. **DEFINITIONS:** Except where the context clearly indicates otherwise, the terms described below shall be construed and interpreted as follows and shall have the following meanings:

a. **"EMT"** shall mean an individual who has successfully completed and maintains the requirements of Section 19a-179-16a of the Regulations (hereinafter, "Regs.") of Connecticut State Agencies, or any successor Regs., and is certified as an EMT by the Connecticut Office of Emergency Medical Services (hereinafter, "OEMS").

b. **"A-EMT"** shall mean an individual who has successfully completed and maintains the requirements established for Advanced level EMT's as provided pursuant to the provisions of Regs. Section 19a-179-16a or any successor Regs., and is certified as an EMT-A by OEMS.

c. **"Medical Control"** shall mean the active surveillance of mobile intensive care by Danbury Hospital physicians, sufficient for the assessment of overall practice levels as defined by recognized statewide emergency medical service (hereinafter, "EMS") protocols.

d. **"MIC-P Unit"** shall mean an emergency vehicle equipped in accordance with Regs. Section 19a-179-18(b).

e. **"OEMS"** shall mean the Connecticut Office of Emergency Medical Services, or any successor State agency.

f. **"Paramedic"** shall mean an EMT who has successfully completed and maintains the requirements established for paramedics pursuant to the provisions of Regs. Section 19a-179-16a, and is licensed as an EMT-Paramedic by OEMS.

2. **TERM:** This Agreement shall be and shall remain in effect, subject to the termination provisions of Section 6 hereof, commencing on and as of July 1, 2013, and terminating June 30, 2018. An option of five (5) additional years, commencing July 1, 2018, may be exercised by prior written mutual agreement of the parties.

3. **OBLIGATIONS OF WCHNA:** WCHNA shall:

a. Provide comprehensive day to day operational management of the City's ambulance service. Said service shall include the operation of at least one ambulance at all times. One additional ambulance shall be placed in operation between the hours of 7:00 AM and 3:00 AM seven (7) days per week, a third ambulance shall be placed in operation between the hours of 10:00 AM and 6:00 PM Monday through Friday, and a fourth ambulance in operation between the hours of 6:00 AM and 2:00 PM Monday through Friday. The foregoing hours of ambulance coverage may be modified by the prior written mutual agreement of the parties. In the event that the parties agree to modify the hours of ambulance coverage, compensation to WCHNA shall be adjusted to reflect the additional cost of personnel and equipment (or adjusted downward to reflect reduced costs, in the event said modified mutual agreement reduces coverage).

b. Employ and assign a minimum of two (2) individuals to each ambulance, at least one (1) of whom shall be either an EMT or an A-EMT and at least one (1) of whom shall be a paramedic.

c. Employ a sufficient number of paramedics, EMT's and/or A-EMT's, program managers, shift supervisors and other necessary or appropriate staff, to properly perform the services contemplated in this Agreement and shall, during the term hereof, provide high quality paramedic and ambulance service with and for the City. While it is understood and agreed that WCHNA may utilize the services of any personnel performing services under this Agreement to perform services for WCHNA or its affiliates unrelated to this Agreement, with respect to any and all of the aforesaid personnel who perform any services for WCHNA related to this Agreement, WCHNA shall strictly allocate to this Agreement only those services and only those wages and benefits and other personnel costs directly associated with such personnel's services under and directly related to this Agreement. (Example: if a secretary performs one-half (1/2) of his services in functions directly related to this Agreement, and one-half (1/2) in connection with or related to functions for WCHNA or WCHNA's affiliates unrelated to this Agreement, WCHNA shall allocate only one-half (1/2) of the costs (direct and indirect, and including benefits and employee-related overhead) of said secretary to this Agreement.) WCHNA shall maintain time sheets and other indicia of

the allocation of WCHNA staff time to this Agreement, and the City, in consultation with WCHNA, shall have the right to review relevant WCHNA timesheets from time-to-time and other indicia of services performed hereunder. WCHNA shall provide the City with a table of organization established by WCHNA and agreed to by the City in WCHNA's annual budget. In addition to other deployments of resources under this Agreement, WCHNA shall include in its ambulance deployment one (1) West-side (West side of the City of Danbury) ambulance deployment, as mutually agreed by the parties. Such specific deployment or deployments may be modified from time-to-time by the parties.

d. Cause and require the said paramedics, EMT's and A-EMT's to be trained, certified and supervised, on an ongoing basis so long as this Agreement is in effect, both administratively and medically, by and under the direction of the Emergency/Primary Care Department (or any successor department) of the Danbury Hospital. Training shall include but not be limited to ongoing EMS training and training in defensive driving, and in the City of Danbury Fire Department incident command system protocols and procedures, and in proper documentation procedures required for billing.

e. Ensure that the continued employment of all paramedics, EMT's and EMT-A's shall be and shall always remain contingent upon

their acceptable performance as determined by the Emergency/Primary Care Department (or any successor department) of the Danbury Hospital, with ongoing input from appropriate officials of the City (e.g., Fire Department management). It is agreed, however, that for good cause shown, the City, acting through its Fire Chief, may require the replacement of any paramedic, EMT or A-EMT who fails to perform the services contemplated herein in a satisfactory manner, including the immediate or urgent replacement of such personnel in an emergency or appropriately serious situation.

f. Ensure that all paramedics shall assume medical responsibilities at the scene, subject always to standard orders, protocols and ongoing and real-time medical control provided by physicians at Danbury Hospital, consistent with the paramedics' role as the most highly trained EMS providers at the site of an emergency scene.

g. Provide on-line EMS supervision seven (7) days per week by one of two EMS supervisors to provide direction and supervision to all WCHNA EMS providers and personnel. Supervisors shall respond to all major incidents and all multiple patient calls. Supervisors shall also respond to selected daily EMS calls as part of a comprehensive system quality improvement and quality control program.

h. WCHNA shall have no responsibility for the collection of bills issued on behalf of the City. WCHNA, on an ongoing basis, shall thoroughly train its staff (including but not limited to EMT's and paramedics) to include comprehensive billing information on all calls sheets and shall otherwise diligently train WCHNA staff to obtain proper and timely billing information; all attempts (consistent with circumstances and medical necessity, etc.) shall be made to obtain accurate and thorough billing information from patients at the scene or otherwise. Every three (3) to five (5) days (and WCHNA shall use its best efforts to transmit every three (3) days if practicable), WCHNA shall transmit billing information, on the previous day's calls, to the designated billing company under contract with the City of Danbury.

i. Provide adequate accommodations for all paramedics, EMT's and EMT-A's while on duty in connection with this Agreement. Said accommodations shall be located at Danbury Hospital or at such other location(s) as may be mutually acceptable and agreed in writing by the parties from time-to-time. It is understood that as part of the West Side (of the City of Danbury) deployment of resources hereunder, the City will provide housing for personnel and vehicles at a West side location agreed to by the parties from time-to-time.

- j. Maintain comprehensive and complete and accurate daily incident reports for each and every call received, which records shall include, at a minimum:
- i. the date and time the call was received by WCHNA;
 - ii. the time of arrival of WCHNA personnel at the scene of the emergency;
 - iii. the location of the emergency;
 - iv. the condition of the patient upon the arrival of WCHNA personnel at the scene;
 - v. the time of departure from the scene of the emergency;
 - vi. the time of arrival at the applicable hospital;
 - vii. treatment rendered at the scene of the emergency;
 - viii. treatment rendered during transport;
 - ix. time of service re-entry of vehicle and crew;
 - x. comprehensive billing information;
 - xi. any other information mutually agreed by the parties from time-to-time; and
 - xii. WCHNA shall continue as the City's custodian of Patient Care Reports and shall maintain guardianship thereof on behalf of the City.
- k. WCHNA shall provide a daily staff roster to the Danbury Fire Department on-duty shift commander each day.

l. Prepare, maintain and (not more than fifteen [15] business days after the close of each month) provide to the City, a summary of the data collected with respect to the calls received during such month, and together with a statement of expenditures incurred by WCHNA during the month directly in connection with services rendered to the City pursuant to this Agreement.

m. Maintain comprehensive vehicle maintenance records and provide them to the City, upon request, but at least annually.

n. Within ninety (90) days after the close of WCHNA's fiscal year, which fiscal year ends June 30th, WCHNA shall provide the City with a comprehensive annual report, and a separate copy of same directly to the Danbury City Council, separately identifying the following information as it relates to the services rendered under this Agreement:

- i. vehicle maintenance records;
- ii. an executive summary of ambulance operations for the prior year;
- iii. a current list of all EMS providers by certification level;
- iv. a statement detailing any legal actions brought against WCHNA;
- v. detailed information and reports on all quality assurance and quality control programs;

vi. Detailed information regarding training programs provided to staff.

o. Ensure that throughout the term of this Agreement, the services provided hereunder are performed in a manner that complies with all state regulatory requirements for MIC-P Units, as defined in Chapter 368d of the Connecticut General Statutes (Sections 19a-175, et seq., as amended) and Regs. Sections 19a-179-1 through 19a-179-21.

p. Respond to every emergency call in an expeditious manner, and in accordance with Connecticut Department of Motor Vehicles requirements and standards for response times for emergency response, and endeavor, without taking undue or unwarranted safety risks for its personnel or for the general public, to achieve a maximum response time of eight (8) minutes for ninety percent (90%) of all advanced life support calls, consistent with the minimum American Heart Association National Standards for survival time with respect to such calls. It is understood by the parties that WCHNA's ability to achieve said response times is dependent, in part, upon conditions beyond its control, including but not limited to traffic, mass casualties, and weather and other acts of God.

- q. Abide by and respond to requests for mutual aid as outlined from time-to-time in municipal mutual aid agreements to which the City of Danbury is a party.

- r. Provide one (1) ambulance at the scene of any working (in progress, etc.) structure fire, building collapse, hazardous materials incident, and at other times at the request of the on-scene City incident commander.

- s. Maintain and, when necessary, repair, those City-owned vehicles provided to WCHNA pursuant to the provisions of Section 4.c. hereof, and maintain comprehensive maintenance records regarding all vehicle maintenance, which records shall be open to inspection by the City. All insurance proceeds actually received by the City relating to such vehicle repairs shall be provided (paid over) to WCHNA.

- t. Provide budget information to the City as prescribed from time-to-time by the City Director of Finance, but no less than annually.

- u. Attain and maintain HIPAA compliance including but not limited to entering into HIPAA business associate agreements as necessary or appropriate.

- v. WCHNA agrees that it shall not, during the term hereof, undertake any such responsibilities or additional arrangements, whether or not performed under its own license or otherwise, if and to the extent that doing so would clearly adversely affect its

performance hereunder or its ability to provide services to the City hereunder.

w. WCHNA shall notify the 9-1-1 communications center responsible for dispatching ambulance services as soon as possible in advance of any special event or mass gathering where emergency medical services assets and/or personnel are providing stand by or "private duty" coverage.

4. OBLIGATIONS OF THE CITY: The City shall:

a. Subject to the further provisions of this Agreement, pay to WCHNA the sums established through negotiations between the parties from time-to-time, but no more frequently than annually. Annual payments to WCHNA shall be determined through negotiations between the parties. Negotiations shall be completed on or before February 15th in each year, using WCHNA's actual costs for the preceding year as a guideline, and such annual payments shall be paid in twelve (12) equal monthly payments by the City to WCHNA in advance. It is recognized that such agreements reflect or will reflect estimates of those expenditures to be made by WCHNA in connection with the services to be provided hereunder and that actual expenditures may be either greater than or lesser than the amounts agreed to by the parties from time-to-time. If WCHNA expenditures hereunder exceed budget primarily due to reasons related to call volume, the City will fund such excess. The parties agree that compensation to be paid to WCHNA by the City shall not exceed the amount actually expended by WCHNA in

connection with said services. In the event that payments by the City to WCHNA exceed the actual expenditures made by WCHNA hereunder and in connection herewith, WCHNA shall promptly so notify the City Director of Finance, and in such event WCHNA shall either promptly reimburse the City therefore for said excess payments, or shall credit the amount of said excess payments against future payments to be made to WCHNA by the City; if in such event WCHNA chooses the latter option (i.e., to credit excess toward future payments), the parties agree that future monthly payments shall immediately be downwardly adjusted over a reasonable period, pro rata, until such excess shall have been exhausted. The parties also agree that WCHNA shall obtain the prior written approval of the City prior to the expenditure by WCHNA of any sums in excess of the estimated amounts arrived at from time-to-time by negotiations between the parties. Effective upon the approval of said expenditures by the City, the negotiated estimates of expenditures shall be modified prospectively to reflect such revisions, and thereafter, payments by the City shall be made in accordance with such revised negotiated estimates. The obligations established in this Subsection 4.a., like all provisions of this Agreement, are subject to the termination provisions of Section 6 of this Agreement.

b. Dispatch all ambulances and personnel, according to Schedule "C" - "Dispatch Functions & Protocols & Procedures" to emergency

calls using the existing 911 dispatch system (as modified or amended or improved from time-to-time) and monitor EMS unit availability. The dispatching function shall be performed in accordance with protocols and procedures established by the City of Danbury Fire Department. Changes in the current Dispatch Procedures will be made as a result of the EMS Oversight Committee.

c. Provide at least five (5) Connecticut OEMS-certified ambulances as well as four (4) non-transporting units for supervision and support operations and any and all equipment and fuel which may be required to provide EMS service hereunder. All such necessary equipment and materials are itemized in Schedule A, attached hereto and made a part hereof. (Note that said Schedule A recites the requirements set forth in Regs. Section 19a-179-18 ["minimum vehicle standards"] and that therefore if and as said Section is amended, Schedule A will be amended.)

d. The parties shall comply with all applicable state and federal laws, rules and regulations regarding the confidentiality of patient information, including, without limitation, HIPAA. The parties hereby acknowledge that WCHNA shall be a business associate of the City, as that term is defined in the regulations implementing HIPAA, and the parties shall execute and comply with the Business Associate Addendum attached hereto as Schedule B and incorporated herein by reference.

e. The City will cause any person or entity who is provided with billing information by WCHNA, or any other person or entity who otherwise is provided with protected health information by WCHNA at the direction of the City, to first enter into a business associate agreement with the City permitting such person or entity to receive and use such protected health information.

f. The City shall provide and designate one (1) City liaison / representative to WCHNA EMS officials.

5. INSURANCE:

a. WCHNA presently maintains and shall during the term hereof maintain (1) general public liability insurance coverage in the amount of no less than \$1,000,000.00 single limit / \$3,000,000.00 annual aggregate limit with a \$25,000.00 deductible, (2) professional (malpractice) liability insurance coverage of no less than \$1,000,000.00 single limit/ \$3,000,000.00 aggregate limit with a \$5,000.00 deductible, and (3) excess general liability coverage and excess professional (malpractice) insurance coverage of no less than \$15,000,000.00. WCHNA shall name the City as an Additional Insured under any and all such insurance policies or programs as respects WCHNA's activities throughout the term of this Agreement and shall provide the City on an ongoing basis and whenever requested with an insurance certificate evidencing such continuing insurance coverage, and WCHNA shall automatically provide the City with proof of said insurance at least quarterly. No such insurance coverage shall be limited by reason of any such indemnity provided pursuant to the provisions of Section 10 of this Agreement. WCHNA may vary the above coverage, provided that the total insurance provided is -in the aggregate- not less than the coverage specified in this sub-paragraph.

b. The City maintains automobile liability insurance for its five (5) ambulance vehicles and three (3) non-transporting units referenced in Section 4.c in the amount of \$1,000,000.00 single

limit / no annual aggregate. The City agrees to name WCHNA as an Additional Insured under such insurance policy throughout the term of this Agreement and to provide WCHNA with an insurance certificate evidencing such insurance coverage.

6. **TERMINATION:**

a. Either party shall have the right to terminate this Agreement without cause and without financial or other liability to the other. Termination hereunder shall be effective if written notice thereof is given to the other party hereto not less than one hundred eighty (180) days prior to the effective date of said termination. Upon the effective date of termination in accordance with the provisions of this Section, the parties shall be relieved of all of their rights and obligations and responsibilities hereunder including specifically, but not limited to, the obligation of the City to continue to make monthly payments following the effective date of termination. In the event of notice of termination of this Agreement, the City shall continue to pay WCHNA for WCHNA's services in accordance with this Agreement until the effective date of termination. Such payment shall include all costs and expenses incurred by WCHNA (to the extent such costs and expenses are otherwise payable to WCHNA under the terms of this Agreement) until the effective date of termination, including all accrued and unpaid expenses.

b. In the event that either party hereto finds that the other party is in default with regard to any of its obligations hereunder, it shall promptly notify the other party thereof, in writing. The notice of default shall, at a minimum, set forth, in detail, the claimed deficiency or default and shall specify what action or actions should or must be taken to cure such default or deficiency. Thereafter, the defaulting party shall have a period of thirty (30) days during which to cure such deficiency. If the defaulting party fails to so cure within said thirty (30) day period, then the non-defaulting party may declare the defaulting party in breach of this Agreement and immediately (without further notice or further notice or waiting period) terminate this Agreement, reserving to itself any rights which it may have to recover on account thereof.

c. WCHNA understands and acknowledges that the City is a municipal corporation and that the City's obligation to make payments hereunder is contingent upon appropriations by the City of Danbury City Council in accordance with the Danbury Municipal Charter. If sufficient funds are not appropriated by the Common Council in any fiscal year, the City may terminate this Agreement as of the first day of any month in which sufficient funds are not available. The City agrees to use its best efforts to obtain funds to continue to meet its monetary obligations under this

Agreement by taking all appropriate actions to request the necessary funding from the City Council.

7. **LICENSURE:** Nothing herein shall prevent WCHNA or any other affiliate of WCHNA or Western Connecticut Health Network, Inc. from subsequently seeking its own license for the purpose of providing paramedic intercept and / or transport services to other towns within the catchment area of Danbury Hospital or elsewhere. WCHNA agrees that it shall not, during the term hereof, undertake any such responsibilities or additional arrangements, whether or not performed under its own license or otherwise, if and to the extent that doing so would clearly adversely affect its performance hereunder or its ability to provide services to the City hereunder. In the event that OEMS requires WCHNA to obtain a license or other authorization to perform any of the services required by this Agreement, WCHNA shall promptly apply for such license or authorization and shall diligently work for its approval. It is understood by the parties that the City may require WCHNA to seek management service licensure. Prior to such request, a meeting with State OEMS, WCHNA and City officials will be convened to explore all options available to both parties in accomplishing such management service licensing. In any event, should WCHNA require licensure or further authorization from the State or the City, the City and its Fire Department shall provide

WCHNA with reasonable assistance and support in obtaining such license or authorization.

8. **ASSISTANCE:** It is recognized and agreed by the parties that, at times, at emergency scenes firefighters may be called upon to provide assistance in lifting or moving patients or objects or to perform other similar duties, or they may be requested to drive an ambulance to the hospital in certain cases wherein the EMS driver is called upon to assist in the patient compartment of the ambulance. Paramedics, EMT's and A-EMT's shall at all times remain under the medical control of WCHNA (and Danbury Hospital). With regard to issues of scene safety, all parties shall be versed in and shall maintain familiarity with and training in the City of Danbury Fire Department Incident Command System protocols and procedures and such protocols and procedures shall in part govern scene safety issues, and EMS staff shall defer to the judgment of Fire Department officers who must retain their statutory responsibility with respect to such issues and operations (e.g., at the scene of motor vehicle accidents or other hazardous incidents). In any event, both parties agree to work collaboratively and cooperatively, on an ongoing basis, to provide the most rapid, efficient, safest and medically responsive and sound EMS system possible.

9. **PERSONNEL COMPLAINTS:** In the event that a paramedic, EMT or A-EMT shall fail to perform his or her duties in a manner that is consistent with all of the provisions and conditions of this Agreement or with proper, safe and efficient operations of the City, the City shall so advise the Chairman of the Emergency Primary Care Department (or any successor department) of Danbury Hospital in writing. Said Department Chairman shall then investigate said individual and said circumstances, and shall respond to any such complaint in writing within thirty (30) days. It is understood and agreed that the provisions hereof shall be regarded as a separate and additional mechanism for the resolution of disputes and shall not be deemed to be a condition precedent to the exercise of rights granted to the parties pursuant to the provisions of Subsection 3.e. or 6 or 16 of this Agreement.

10. **HOLD HARMLESS:** WCHNA shall indemnify and save harmless the City, and any and all of its agents or employees or officers who may be named in any claim or suit, up to a maximum of \$3,000,000.00, on account of any and all claims, suits, actions damages, losses, judgments, and / or costs of every kind, name or description, including but not limited to legal counsel fees, incurred as a result of alleged medical malpractice arising out of injuries to persons (including but not limited to death), alleged to have been caused in whole or in part by acts or omissions of WCHNA or anyone directly or indirectly employed by or working for

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WCHNA, including WCHNA or Danbury Hospital affiliated volunteers, in connection with the services to be performed hereunder. No such indemnity shall be limited by reason of any insurance coverage. Nothing in this Paragraph 10 is intended to imply that WCHNA's existing policies of insurance do not cover the risks described in this Paragraph 10. In addition, nothing in this Paragraph 10 is intended to require WCHNA to hold the City or its agents or employees or officers, harmless from liability resulting from their own negligent acts or omissions.

11. ACCESS TO RECORDS: The City shall have the right to audit all data, accounts, charges, payrolls and other records as may have any bearing on costs either incurred by it or billed to its residents. WCHNA agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement for a period of no less than three (3) years following completion or termination of this Agreement.

12. NOTICES: Except when otherwise expressly provided herein, any notice or other communication required or permitted to be sent pursuant to the provisions hereof by one party to the other shall be in writing, addressed as follows:

a. When the City is to receive any such notice:

HON. MAYOR MARK D. BOUGHTON

City of Danbury, City Hall

155 Deer Hill Avenue, Danbury, CT 06810

With a copy to:

CORPORATION COUNSEL AND CHIEF LEGAL OFFICER

Office of the Corporation Counsel
City of Danbury, City Hall
155 Deer Hill Avenue, Danbury, CT 06810

b. When WCHNA is to receive any such notice:

JOHN M. MURPHY

Western Connecticut Health Network
24 Hospital Avenue
Danbury, CT 06810 - with a copy to:

MR. MATTHEW CASSAVECHIA

Western Connecticut Health Network
24 Hospital Avenue
Danbury, CT 06810

Nothing herein shall preclude the parties from subsequently agreeing, in writing, to designate any other or additional person(s) to whom notices or other communications shall be addressed, another form of transmitting such notices or communications, or another location or address to which said notices or communications shall be sent.

13. **ASSIGNMENT:** Neither party shall assign, transfer, convey or subcontract or hypothecate this Agreement or its rights, responsibilities, obligations or interests in or to or under this Agreement or any part hereof, without the prior written consent of the other party.

14. **NON-DISCRIMINATION:** WCHNA agrees that it shall not refuse to respond to or treat or provide any of its services to any patient to whom it is dispatched, regardless of sex, race, creed, color, religion, national origin, ancestry, HIV positivity, sexual orientation, ability to pay for the services provided, or belief that no emergency exists. WCHNA shall not discriminate against any employee or applicant for employment with WCHNA for any reason including sex, sexual orientation, race, creed, color, religion, national origin, or ancestry. Such employment-related actions shall include, without limitation, the following: employment, upgrading or promotion, demotion, transfer, recruitment, advertising, layoff, termination, rate of pay or other compensation, conditions of employment, or selection for training, or advancement, including without limitation apprenticeship.

15. **REPRESENTATIONS:** The parties represent that they are validly existing corporations, existing under and by virtue of the Laws of the State of Connecticut, that all actions required to be taken hereunder have been duly authorized, including the authorization to enter into this Agreement, and that the signatures on this

Agreement represent the legal, valid and binding obligations of WCHNA and the City and are enforceable against each party in accordance with the terms hereof.

16. RESOLUTION OF CLAIMS/DISPUTES: Any and all claims, demands, disputes, differences, ambiguities, controversies or misunderstandings that may arise between WCHNA and the City under this Agreement shall be submitted to and be determined and settled by binding arbitration within the City Limits of Danbury, in the manner hereinafter set forth, to wit:

Any dispute, claim, difference, etc., whatsoever relating to the interpretation, validity or performance of this Agreement, or any other dispute arising out of this Agreement, which cannot be resolved by the parties after thirty (30) days written notice by either party, shall be turned over for mediation to legal counsel to WCHNA and the Corporation Counsel of the City. Legal counsel for both parties, acting jointly, shall then have thirty (30) days to resolve such dispute by mediation. If the dispute is not resolved by mediation within such thirty (30) day period, then, upon the issuance of written notice by any party to any other party, such dispute shall promptly be turned over for resolution to and by single party arbitration, to be held within the City of Danbury, under the auspices of the American Arbitration Association ("AAA"), in accordance with the rules then prevailing of the AAA; the award of the arbitrator shall be binding upon the

parties hereto, and judgment upon any award rendered by the arbitrator may be entered in any Court of competent jurisdiction. It is the purpose of this Agreement, and the intent of the parties hereto, to make the submission to mediation, and, if such dispute is not thereby resolved, to arbitration, of any dispute or controversy arising out of this Agreement an express condition precedent to any legal or equitable action or proceeding of any nature whatsoever. Such arbitration award shall include the fixing and assessing of the expenses of arbitration (including legal fees and arbitrator's fees) and assessment of the same against either or both parties, in the discretion of the arbitrator. Upon agreement of the parties, the parties may mutually select an arbitrator or arbitrators of their own choosing as an alternative to AAA arbitration.

17. AUTHORIZED OFFICIAL DELEGATION: This agreement shall identify and delegate Matthew Cassavechia, Director of Emergency Medical Services or his designated successor to have authority over the operational and decisional components of Emergency Medical Services including review and approval of billing submissions, statements, collections and all related decisional components. The City retains it's fundamental financial and oversight authority, including audit and compliance, consistent with the relevant provisions of this agreement.

18. SUCCESSORS AND ASSIGNS: This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

19. CHOICE OF LAW: Except as otherwise expressly provided herein, this Agreement including without limitation disagreements hereunder shall be governed by and construed and interpreted in accordance with the Laws of the State of Connecticut.

20. ENTIRE AGREEMENT: This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous discussions or agreements (written or oral) with respect to the matters discussed herein or therein, including, without limitation, the Existing Agreement.

21. NO THIRD-PARTY INUREMENT: Nothing in this Agreement is intended to or shall be interpreted to give or provide any third-party or parties with any rights or authority or causes of actions or claims hereunder whatsoever nor shall it create any rights in any third parties whatsoever.

22. **SEVERABILITY:** The terms of this Agreement are and shall be deemed to be severable such that if any term or provision or condition herein shall be held by any Court of competent jurisdiction to be unenforceable, unlawful or invalid, such term or provision or condition shall be of no further force or effect but the remainder of this Agreement shall continue to be binding on the parties hereto and shall remain in full force and effect.

23. **MISCELLANEOUS:** Each party shall execute any and all further instruments or documents and shall take all further actions as the other party may from time to time reasonably request in order to effectuate or preserve or confirm the terms, intent, and purposes of this Agreement. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute but one and the same instrument. The parties agree that this Agreement and transaction has been consummated in the State of Connecticut, and any and all disputes arising hereunder shall be resolved only by the courts located in the State of Connecticut. All notices under this Settlement Agreement shall be in writing and shall be sufficiently given if hand delivered or mailed by certified mail, return receipt requested. Notices, if mailed, shall be conclusively presumed to have been received 7 business days after posting with the U.S. Mails. In the event that any party hereto shall not have appointed an agent for service of process in Connecticut, such party unconditionally agrees that it

may be conclusively served with process by certified mail, postage prepaid. All parties being competently represented by counsel with respect to this agreement, the rule of contract construction, which tends to construe a contract most strictly against its drafter shall in no event apply to this contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on and as of the date first above written:

Signed, Sealed and Delivered **CITY OF DANBURY**

in the Presence of:

x _____

By _____

MARK D. BOUGHTON, MAYOR

x _____

WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES INC.

x _____

By _____

JOHN M. MURPHY, Its President

and Chief Executive Officer,

Duly Authorized

x _____

SCHEDULE A

MINIMUM VEHICLE STANDARDS (EQUIPMENT & MATERIALS)

(Regs. Section 19a-179-18)

Vehicles

2001	Ford	Crown Victoria	N	G	2FAFP71W11X187226	68 DA
2005	Ford	E350	N	D	1FDWE35P85HA60616	880
2007	Ford	Expedition XLT	Y	G	1FMFU16547LA34454	22 DA
2007	American Hauler	AF8516TA2	n/a	n/a	5N6200G2471016809	293 DA
2008	Ford	Expedition XLT	Y	G	1FMFU16568LA03482	135 DA
2009	Ford	E350	N	D	1FDWE35P09DA82431	2389
2009	Ford	E350 Super Duty	N	D	1FDWE35P09DA26375	2520
2011	Ford	Expedition XLT	Y	G	1FMJU1G52BEF43402	142NJW
2011	Ford	E350	N	G	1FDWE3FS9BDB20392	2309
2012	Ford	E350	N	G	1FDWE3FS0CDA81774	883

(All City of Danbury EMS vehicles are capable of transmitting on the Danbury Fire Frequency 46.24MHz and Northwest CMED Frequency)

Advanced life support (ALS) Equipment

7 Lifepak 12 cardiac monitor/ defibrillators
57 advanced life support kits (adult and pediatric)

Basic Life Support (BLS) Equipment (Regs. Section 19a-179-18)

Oxygen - on board	Stair chair
Oxygen portable	Blood pressure cuff and
Suction - on board	stethoscopes - adult and child
Suction - portable	Restraints - towels
Bag valve mask - adult,	Poison kit / sterile water
pediatric, infant	Obstetrical kit
Oropharyngeal airways	Bed pan and urinal
Bite Stick	Linen - 2 sets
Multi-trauma dressings - 6	Fire extinguishers - front &
Assorted dressings and	back
bandages	Portable lights - flash or
Aluminum foil or Vaseline	hand light - 2
gauze	Wrecking bar
Burn Sheets	Multi-level cot
Traction splints - adult and	Glucose
child	Paper bag
Assorted splints - air	Flares - 3 hours
Short back board - ked	Sand bags / blanket roll - 2
Long back board - 3	Infectious disease equip -
Cervical collars - 2 sets	gown, goggles, gloves - 2

Plus any and all other equipment currently assigned to the City
EMS ambulances and EMS vehicles.

SCHEDULE B

HIPAA BUSINESS ASSOCIATE ADDENDUM

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (this "Addendum") is made as of June ____ 2013, (the "Effective Date"), by and between City of Danbury Emergency Medical Services ("Health Care Provider") and WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES, INC, ("HIPAA Business Associate"), each individually a "Party" and together the "Parties."

- A. The purpose of this Agreement is to comply with the business associate requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations (45 C.F.R. Parts 142 and 160-164, as may be amended (the "HIPAA Rules") and the Health Information and Technology for Economic and Clinical Health Act and the associated regulations ("HITECH"), as may be amended. "HIPAA" and "HITECH" are hereafter collectively referred to in this Agreement as "HIPAA." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in HIPAA.
- B. Health Care Provider and HIPAA Business Associate have entered into one or more Agreements (collectively, the "Agreement") under which HIPAA Business Associate creates, receives, maintains or transmits Protected Health Information ("PHI") in the course of providing certain services (the "Services") to or for Health Care Provider, as described in that certain Services Agreement between Health Care Provider and HIPAA Business Associate dated June ____, 2013 (the "Service Agreement").

- C. Health Care Provider is a "Covered Entity" under the HIPAA statute and regulations. The Agreement is therefore subject to the Business Associate requirements in HIPAA.

- D. HIPAA requires Health Care Provider's Business Associates to agree in writing to certain mandatory terms and conditions relating to the Business Associates' use and disclosure of PHI.

AGREEMENT

The Parties hereby agree as follows:

Section 1. General Obligation.

- 1.1 HIPAA Business Associate shall comply fully with all obligations imposed on Business Associates under the HIPAA Rules regarding HIPAA Business Associate's use, disclosure or creation of PHI received from, or created or received by HIPAA Business Associate on behalf of, Health Care Provider.

- 1.2 To the extent HIPAA Business Associate will carry out one or more of Health Care Providers' obligation(s) under Subpart E of 45 C.F.R. Part 164, HIPAA Business Associate will comply with the requirements of Subpart E that apply to Health Care Provider in the performance of such obligation(s).

Section 2. Scope of Permitted Uses and Disclosures.

- 2.1 HIPAA Business Associate acknowledges that Health Care Provider is the exclusive owner of all PHI and other data and information created, maintained or transmitted for or on behalf of Health Care Provider. HIPAA Business Associate may

use and/or disclose PHI or other data and information created, maintained or transmitted for or on behalf of Health Care Provider, whether in identified or de-identified form, only as specifically permitted or required by this Agreement, the Service Agreement, or as otherwise required by Law.

BACKGROUND STATEMENTS

- 2.2 HIPAA Business Associate may disclose PHI or other data and information created, maintained or transmitted for or on behalf of Health Care Provider to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of the Services for or on behalf of Health Care Provider. Disclosure of PHI to, and use of PHI by, subcontractors, agents and other representatives is also subject to Section 5 below.
- 2.3 HIPAA Business Associate shall request, use and disclose only PHI that constitutes a Limited Data Set, if practicable. HIPAA Business Associate otherwise represents and warrants that it shall limit any request, use or disclosure of PHI to the minimum necessary to perform the Services.
- 2.4 HIPAA Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Health Care Provider's obligations under HIPAA, or (ii) that would violate HIPAA if disclosed or used in such a manner by Health Care Provider. HIPAA Business Associate shall also comply with its own direct obligations under HIPAA. HIPAA Business Associate shall not engage in Marketing or fundraising that involves the use or disclosure of PHI and shall not otherwise receive financial remuneration for PHI, except as expressly permitted in writing by Health Care Provider in connection with the

provision of the Services, provided that Health Care Provider has obtained from an Individual a valid authorization that includes a specification of whether the PHI can be further exchanged for financial remuneration by the entity receiving the PHI of the Individual.

- 2.5 HIPAA Business Associate may not transmit PHI over the Internet or over any other insecure or open communication channel unless the PHI is encrypted.

Section 3. Safeguards for the Protection of PHI.

- 3.1 HIPAA Business Associate represents and warrants that it shall implement and maintain commercially appropriate security safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to ensure that PHI obtained by or on behalf of Health Care Provider is not used or disclosed by HIPAA Business Associate in violation of this Agreement. Such safeguards shall be designed to protect the confidentiality and integrity of such PHI obtained, accessed or created from or on behalf of Health Care Provider. Security measures maintained by HIPAA Business Associate shall include administrative, physical, and technical safeguards that comply with the HIPAA Rules. Upon request by Health Care Provider, HIPAA Business Associate shall provide a written description of such safeguards.

Section 4. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

- 4.1 HIPAA Business Associate shall report, in writing, to Health Care Provider's Privacy Officer any Security Incident or Breach (as defined below) concerning the use or disclosure of PHI, including any breach of unsecured PHI as required by 45

C.F.R. § 164.410. HIPAA Business Associate shall report the Breach as soon as practicable, but in all events no later than 48 hours after HIPAA Business Associate discovers the Breach. "Breach" means any use or disclosure (a) in violation of the Privacy Rule or (b) not provided for by this Agreement. HIPAA Business Associate shall be deemed to have discovered a Breach as of the first day on which the Breach is, or should reasonably have been, known to (a) HIPAA Business Associate or (b) any employee, officer, or other agent of HIPAA Business Associate other than the individual committing the Breach. Further, HIPAA Business Associates shall investigate the Breach and provide to Health Care Provider, as soon as possible, all information Health Care Provider may require to make notifications of the Breach to Individuals, or other persons or entities ("Notifications"). HIPAA Business Associate shall cooperate with Health Care Provider in addressing the Breach. Covered Entity may elect, in its sole discretion, for HIPAA Business Associate to make the Notifications and implement other mitigation steps, in a form and manner and within timeframes directed by Health Care Provider, consistent with Health Care Provider's obligations under the law. Without limitation as to any other remedies available to Health Care Provider under the Agreement, this Agreement or the law, HIPAA Business Associate shall pay, or reimburse Health Care Provider for, all costs of the Notifications, including all costs incurred to mitigate the harmful effects, or potentially harmful effects, of the Breach.

4.2 In addition to its obligations under Sections 4.1, HIPAA Business Associate shall establish policies and procedures for mitigating, to the greatest extent possible, any deleterious effects arising from any improper use and/or

disclosure of PHI, and shall implement all such procedures and all other reasonable mitigation steps requested by Health Care Provider.

Section 5. Use by and Disclosure to Subcontractors, Agents, and Representatives.

5.1 In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, ensure that any subcontractors, agents or other representatives that create, receive, maintain or transmit PHI on behalf of HIPAA Business Associate agree, in writing, to adhere to the same restrictions and conditions and requirements regarding the use and/or disclosure of PHI that apply to HIPAA Business Associate under this Agreement. Such agreement shall identify Health Care Provider as a third-party beneficiary with rights of enforcement in the event of any violations. The rights of Health Care Provider as a third-party beneficiary in no way limit HIPAA Business Associate's obligations to enforce the terms of such agreements nor shall such rights be construed in any way to impose an obligation on Health Care Provider to enforce the agreements.

5.2 HIPAA Business Associate acknowledges that if it or any of its subcontractors, agents or other representatives, regardless of any business associate agreement between HIPAA Business Associate and such subcontractor, agent or other representative, violate any of the requirements provided under this Agreement, HIPAA Business Associate will be subject to the same civil and criminal penalties that Health Care Provider would be subject to if Health Care Provider violated the same requirements.

Section 6. **Individual Rights.**

- 6.1 HIPAA Business Associate shall notify Health Care Provider immediately of any disclosure to a third party of PHI that (1) is not directly related to, and necessary for, the performance of the Services for or on behalf of Health Care Provider (for example, a disclosure Required by Law, but not necessary for the performance of the Services); or (2) is not for the Health Care Provider's Treatment, Payment or Health Care Operations purposes.
- 6.2 HIPAA Business Associate shall document all disclosures of PHI made pursuant to this Agreement and information related to such disclosures as would be required for Health Care Provider to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. In addition, within fifteen (15) days of receiving a written request from Health Care Provider, HIPAA Business Associate shall provide to Health Care Provider all applicable information necessary to comply with the requirements of 45 C.F.R. § 164.528 regarding an individual's right to an accounting of disclosures of PHI. HIPAA Business Associate shall otherwise comply with its obligations regarding an Individual's right to an accounting of disclosures under HIPAA. In the event that Business Associate should receive a request from an Individual for an accounting of disclosures, Business Associate shall instruct the Individual to contact Health Care Provider directly.
- 6.3 HIPAA Business Associate shall allow access to PHI by Health Care Provider or the Individual to whom such PHI relates, at reasonable times and in a manner reasonably directed by Health Care Provider, in order to meet the access requirements under 45 C.F.R. § 164.524. HIPAA Business

Associate shall otherwise comply with its obligations regarding an Individual's right of access to PHI under HIPAA.

6.4 HIPAA Business Associate shall make any amendment(s) to PHI that Health Care Provider directs in order to meet the amendment requirements under 45 C.F.R. § 164.526.

Section 7. **Audit, Inspection and Enforcement.**

7.1 From time to time upon reasonable notice, Health Care Provider may inspect the internal practices, facilities, systems, books, records, and policies and procedures of HIPAA Business Associate to monitor compliance with this Agreement. Health Care Provider's right of inspection does not imply any obligation to inspect. HIPAA Business Associate shall promptly remedy any violation of this Agreement found by Health Care Provider and shall certify the same to Health Care Provider in writing. The fact the Health Care Provider has the right to inspect HIPAA Business Associate's internal practices, facilities, systems, books, records and policies and procedures, whether or not it exercises such right, shall not relieve HIPAA Business Associate of its responsibility to comply fully with this Agreement. In addition, Health Care Provider's failure to detect any unsatisfactory practice does not constitute acceptance of such practice or a waiver of Health Care Provider's enforcement rights hereunder.

7.2 HIPAA Business Associate agrees to keep compliance reports and submit such reports to the federal Department of Health and Human Services ("HHS"), the Office for Civil Rights ("OCR"), or its agents, in such time and manner, and containing such information, as may be required to determine

whether HIPAA Business Associate has complied or is complying with the HIPAA Rules.

7.3 HIPAA Business Associate further agrees to cooperate with, and to make its facilities, internal practices, facilities, systems, books, records, accounts, and policies and procedures, including any PHI, relating to the use and disclosure of PHI available to HHS, OCR, or its agents for the purposes of enforcing the provisions of this Agreement and HIPAA.

Section 8. Term and Termination.

8.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect while the Service Agreement remains in force and thereafter with respect to those obligations intended to survive the termination of this Agreement. This Agreement shall terminate in accordance with the termination provisions of the Service Agreement and this Section 8.

- 8.2 Termination. In the event of a material breach of this Agreement, the non-breaching Party may immediately terminate the Agreement. Alternatively, in the non-breaching Party's sole discretion, the non-breaching Party may provide the breaching Party with written notice of the existence of the material breach and afford the breaching party thirty (30) days to cure the material breach. In the event the breaching Party fails to cure the material breach within such time period, the non-breaching Party may immediately terminate the Agreement. The non-breaching Party may also report the material breach to the Secretary of HHS or OCR.
- 8.3 Effect of Termination. Upon termination of the Agreement, HIPAA Business Associate shall recover any PHI in the possession of its subcontractors, agents, or representatives. HIPAA Business Associate shall return to Health Care Provider or destroy all such PHI, plus all other PHI in its possession, and shall retain no copies. If it is not feasible for HIPAA Business Associate to return or destroy the PHI as described above, HIPAA Business Associate shall notify Health Care Provider in writing. The notification shall include: (i) a statement that HIPAA Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If Health Care Provider agrees in its sole discretion that HIPAA Business Associate cannot feasibly return or destroy the PHI, HIPAA Business Associate shall ensure that any and all protections, limitations and restrictions contained in this Agreement will be extended to HIPAA Business Associate's use and/or disclosure of any PHI retained after the termination of the Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible.

If to HIPAA Business Associate, to:

WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES, INC.
EMS Division
24 Hospital Avenue Danbury, CT, 06810
Attention: Matthew Cassavechia, Director of EMS
Fax: (203) 739-1604

If to Health Care Provider, to:

City of Danbury Emergency Medical Services
City Hall
155 Deer Hill Avenue
Danbury, CT 06810
Attention: Privacy Officer
Fax: (203) 796-1526

Section 9. **Miscellaneous.**

- 9.1 Injunctive Relief. Notwithstanding any dispute resolution requirements under the Agreement, either Party shall be entitled to seek injunctive relief in a court of law with respect to any breach of the terms of this Agreement.
- 9.2 Survival. The respective rights and obligations of HIPAA Business Associate and Health Care Provider under the provisions of Sections 7, 8.3, and 9 shall survive termination of the Agreement indefinitely.
- 9.3 Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties; provided, however that Health Care Provider may amend this Agreement upon written notice to HIPAA Business Associate in the event: (a) any law or regulation regarding

the protection of health information is in any way inconsistent with the terms of this Agreement, and the amendment is necessary to address the inconsistency; or (b) the provisions of HIPAA are amended or modified such that an amendment to this Agreement is necessary to effectuate the change. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

- 9.4 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 9.5 Notices. Any notice to be given under this Agreement to a Party shall be made via U.S. Mail, commercial courier or hand delivery to such Party at its address given below, and/or via facsimile to the facsimile telephone number listed below, or to such other address or facsimile number as shall hereafter be specified by notice from the Party. Any such notice shall be deemed given when so delivered to or received at the proper address.
- 9.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- 9.7 Agreement Part of Agreement. This Agreement is incorporated by reference and made a part of the Agreement.
- 9.8 Inconsistencies. If any terms of this Agreement conflict with or are inconsistent with the terms of the Agreement with respect to the subject matter of this Agreement, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

**CITY OF DANBURY EMERGENCY
MEDICAL SERVICES**

**WESTERN CONNECTICUT HEALTH
NETWORK AFFILIATES, INC.**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE C

DISPATCH FUNCTIONS & PROTOCOLS & PROCEDURES

Dispatching of equipment and personnel in response to EMS requests shall be performed in accordance with the following procedures and protocols:

- 1) The City of Danbury 9-1-1 dispatcher (s) shall process all EMS requests immediately upon receipt collecting essential information from the caller, including the location and specific nature of the call.
- 2) The dispatcher shall dispatch the necessary responders to the scene based on pre-determined mutually agreed upon dispatch criteria; including ambulances, EMS supervisors, engine companies, extrication equipment and the like, and shall

provide responders with the address, cross roads, and/ or any other important identifying data which would be assist the responders locate the scene.

- 3) The dispatchers shall produce daily an EMS response activities report for the EMS management team encompassing: the date, time call received, call location, call nature, time the ambulance is dispatched, time the ambulance responds, time the ambulance arrives on scene, time the ambulance is enroute to the hospital, the level of service provided (ALS, BLS), the time the ambulance is back in service.
- 4) The dispatcher shall determine from the caller any additional pertinent and relevant information about the nature of the emergency or any associated dangers or hazards involved and shall not gather information such as past medical history or secondary location identifiers prior to dispatching the ambulance, but rather, shall relay such information while the ambulance is responding.
- 5) In accordance with Emergency Medical Dispatch (EMD) legislation effective July 2004, the dispatcher shall provide pre-arrival instructions. Ambulances will be dispatched by priority of call nature based on information gathered by the EMD dispatcher from the caller. Response modes of EMS units (red, lights and siren) shall be determined by dispatchers based on the severity of the patient's presenting medical condition and call nature and by pre-determined mutually agreed upon EMS response mode policy and procedures.
- 6) EMS officials shall communicate through the use of the Fire Department mobile and portable communication equipment and mobile data terminals provided on all City EMS ambulances and

paramedic non-transport units. EMS calls will be dispatched on the City designated ambulance services frequency. Vehicle to vehicle communications shall use alternate EMS frequencies.

- 7) The dispatchers shall monitor City EMS unit availability at all times and dispatch ambulances in accordance with the following protocols:
 - a) When available and with overall consideration of call nature, response mode, system activity and prioritization all outlined in the mutually agreed upon City Emergency Medical dispatch protocols (effective July, 2004) City ambulances shall be dispatched to all requests for emergency medical services. Unless the ambulance crew or EMS management staff advise otherwise, City ambulances shall be considered available and in service from the moment they arrive at the Hospital Emergency Department.
 - b) Whenever City ambulances are not available and the call nature indicates an immediate response, back up coverage with the City's back up provider (Danbury Ambulance Service Inc.) shall be sought first. Should Danbury Ambulance Service Inc. be unavailable, the closest mutual aid ambulance (s) to the response location shall be dispatched. Mutual aid responses into the City of Danbury will receive an automatic paramedic and engine company response (if available).
 - c) The City of Danbury communications coordinator shall act as the liaison for dispatch quality assurance and continuing quality improvement. A comprehensive quality assurance dispatch program with established benchmarks for processing emergency medical requests shall be developed and agreed upon by both parties within three (3) months of the commencement of this Agreement. The City shall act as the final

arbitrator of unresolved issues concerning the dispatch function.

8) The dispatcher shall dispatch first responder engine companies and manpower to selected EMS calls. These calls include but are not limited to:

- a) All potential cardiac calls, including calls concerning chest pain or other symptoms of cardiac distress.
- b) All calls concerning breathing problems.
- c) All calls concerning serious traumatic injuries, including but not limited to burns, gunshot or stab wounds, and industrial accidents.
- d) All calls concerning motor vehicle accidents, motorcycles accidents, pedestrians and cyclists.
- e) All calls concerning instances of drowning, electrocution or lightning injury.
- f) All calls concerning unconscious or unresponsive patients.
- g) All calls involving a request by EMS personnel for additional on scene manpower or other type assistance.
- h) All calls concerning multiple patients. (More than 4 patients)
- i) All CVA calls.
- j) All patients that are actively seizing.