

Extension of Contract  
Town of Seymour/Seymour Ambulance Association  
Board of Selectmen – February 21, 2012

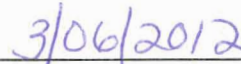
RESOLVED, the Town of Seymour hereby ratifies and approves the two year extension of the agreement with the Seymour Ambulance Association, Inc. from July 1, 2011 to June 30, 2013.

BE IT FURTHER RESOLVED, the Town of Seymour acknowledges and confirms the waiver of the three percent (3%) base increase for the fiscal year ending June 30, 2012; and

BE IT FURTHER RESOLVED, the Town of Seymour confirms that the base amount for the fiscal year ending June 30, 2013 is \$52,787.50, all other terms and conditions set forth in the Agreement are to remain in full force and effect.



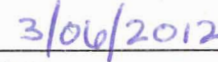
W. Kurt Miller, First Selectman



Date



L. Scott Andrews, Executive Director SAA



Date



Office Of The First Selectman  
**TOWN OF SEYMOUR**

COPY

1 First Street  
Seymour, Connecticut 06483  
Telephone: 203-888-2511  
Fax: 203-881-5005

ROBERT J. KOSKELOWSKI  
*First Selectman*

September 11, 2008

TO: Doug Thomas, Finance Director  
FROM: Robert J. Koskelowski, First Selectman  
RE: Seymour Ambulance Contract & Lease.

You are in receipt of the new Contract and Lease for the Seymour Ambulance Association. Please make all adjustments of the 50% reimbursement costs noted in the Seymour Ambulance Building Lease item 2(c), per contract as of July 1, 2008.

Thank you in advance for your cooperation and if you have any questions or concerns please contact me.

RJK/dac

## AGREEMENT FOR THE PROVISION OF BASIC LIFE SUPPORT AMBULANCE SERVICES TOWN OF SEYMOUR

The Town of Seymour (hereinafter called "Town"), a municipal Corporation acting through its First Selectman, Robert J. Koskelowski, duly authorized, and Seymour Ambulance Association, Inc., (hereinafter called "SAA") acting through its directors, duly authorized, hereby agree as follows:

1. **Definitions:** The definitions as contained in Connecticut General Statutes §19a-175 and applicable emergency medical services regulations, as amended, established by the Commissioner of the State of Connecticut Department of Public Health (hereinafter "DPH") shall be applicable to and incorporated in this agreement. In addition, the following definitions shall apply:
  1. Seymour Ambulance Association, Inc. (SAA) A volunteer ambulance corps currently holding the State of Connecticut PSA/BLS designation for the Town of Seymour. The primary Basic Life Support (BLS) provider for the Town.
  2. Emergency Medical Service Oversight Commission of the Town of Seymour: The Emergency Medical Service Oversight Commission of the Town of Seymour shall hereinafter be called "EMS Oversight Commission" (EMSOC).
  3. Other EMS Provider: Providing service within the Town of Seymour allowed by State Regulations and Statutes, either acting on a sub-Agreement or Mutual Aid Basis.
2. **Duration of the Agreement:** This Agreement shall have an initial term of three (3) years. Renewals shall be for no more than two (2) years at the option of the Town and SAA. This Agreement will be reviewed, to ensure compliance with requirements, no later than the first business day of June of each year. Noncompliance with the material requirements listed in this Agreement may result in termination of the Agreement. The Agreement shall be effective from the date of mutual execution of this contract through June 30, 2011.
3. **Primary Provider:** The Town acknowledges and appoints SAA as the primary provider of ambulance service and SAA shall respond to all ambulance calls within the geographical boundaries of the Town, provided that SAA is in compliance with all state statutes and regulations pertaining to the licensing, certification and performance of emergency medical services.
4. **Primary Service Area Responder (PSAR):** SAA shall provide ambulance and emergency medical services utilizing the geographical boundaries of Seymour. All vehicles and equipment necessary to carry out such services shall be equipped and staffed by SAA pursuant to Connecticut General Statutes and State regulations. The

SAA will render the highest level of ambulance services to the Town that it is certified by DPH to provide. The SAA will provide the Town with a copy of the certificate issued by the DPH verifying that SAA is the Primary Service Area Responder at the FIRST RESPONDER (R-1) and BASIC AMBULANCE (R-2) levels. Said certificates shall be annexed hereto as Exhibit "A". The SAA shall also provide the Town with certificates which evidence authority to provide other levels of emergency care by DPH or as required by local medical centers or sponsor hospitals. Such certificate will be attached hereto as Exhibit "B".

5. **License and Certifications:** During the term of this agreement, the SAA will maintain all licenses and certificates required by the DPH. It shall adhere to all applicable state statutes and regulations and will be in good standing at all times with DPH. The loss or failure to maintain or obtain any certificate or license required by the DPH shall be cause for the Town to immediately terminate this agreement.
6. **Certificate of Operation:** During the term of this agreement, the SAA will provide the Town with a copy of each annual Certificate of Operation issued by the DPH within 10 days of receipt from DPH.
7. **Mutual Aid:**
  1. The SAA shall immediately provide the Town with a copy of a written mutual aid agreement with a backup EMS Service. Such backup service shall be duly licensed and certified under the Laws of the State of Connecticut and shall provide mutual aid at the same level of care or higher should SAA be unable to respond. SAA shall provide the EMSOC with certificates held by such backup service and such certification and the mutual aid agreement shall be annexed to this Agreement as Exhibit "C". In the event that no such mutual aid agreement exists, the SAA shall forthwith notify the EMSOC and endeavor to procure such agreement with all due promptness.
  2. The Town acknowledges the existence of such mutual aid agreements at the time of the execution of this agreement. In the event the mutual aid agreements lapse, SAA shall obtain a replacement mutual aid agreement within three (3) months of expiration of the existing mutual aid agreement.
  3. In the event that one or more requests for ambulance service are made while the SAA's ambulance(s) is/are already committed to a call or unavailable, both parties realize that mutual aid ambulances may be deployed to the Town and that "system overload" will be in effect. Mutual aid ambulances, when deployed, will be called utilizing existing mutual aid protocols.
8. **CMED and Dispatching Services:** In accordance with Public Act No. 00-151, the Town will be responsible for all costs of CMED and the dispatching services provided to the Town and its emergency services.

9. **Facilities and Equipment:**

1. The Town agrees to provide a smoke free and alcohol free facility to headquarter SAA operations and to house the vehicles and equipment necessary for the provision of ambulance service. The SAA agrees to perform the necessary actions to maintain a safe, clean and sanitary environment in the facility. Further, the Town will provide partial funding, through annual stipend, for the SAA to provide ambulance and emergency medical services as herein described. The SAA agrees to ensure that all equipment and supplies will be used for proper purposes and maintained in such a way to maximize useful life and prevent damage caused by negligence.
  2. If economically advantageous to both parties, the Town shall be the co-holder of title of any vehicle utilized by SAA and shall insure the premises and vehicles as appropriate, including a ten million dollar umbrella liability limit. The SAA shall reimburse the town for the cost of liability insurance attributable to the SAA vehicles and related insurance. Payment shall be pro rated over the six (6) months following written notice to the SAA by the Town of the premium differential.
  3. The SAA shall be entitled, as part of this Agreement, to purchase fuel from the Town supply at cost.
  4. The SAA agrees to reimburse the Town for 50% of the electric and heating costs for the ambulance headquarters located at 4 Wakeley St. SAA further agrees to reimburse the Town for 50% of the cost associated with monitoring the fire alarm system for the ambulance headquarters located at 4 Wakeley St.
10. **Workers' Compensation Insurance:** SAA shall provide Workers' Compensation coverage for its employees and the Town shall provide such coverage for all volunteers as required by state statute.
11. **Certificate of Insurance:** SAA shall provide the town with evidence of all insurance policies in effect including errors and omissions, vehicle liability, umbrella, professional liability, health insurance and workers' compensation. Said certificates shall be annexed to this Agreement as Exhibit D. SAA will notify the Town of any changes in coverage and provide the revised certificates of insurance to the Town within thirty days.
12. **Billing:**
1. The SAA shall comply with the requirements of Connecticut State Regulations Section 19a-179-21, as amended, and shall bill any person for ambulance services according to the Maximum Schedule of Rates as assigned by the DPH and/or the Fee Schedules promulgated by the Centers for

Medicare and Medicaid Services (hereinafter, "CMS") as may be amended from time to time. The SAA shall follow the guidelines set forth by the DPH for filing and processing an annual billing rate application.

2. It is recognized by both parties that SAA is a "user friendly" service organization. SAA shall provide EMSOC with information concerning petitions for waiver or reduction of EMS billings and the actions taken thereon. When considering petitions from Seymour residents, SAA shall consider the partial purpose of the funds received from the Town along with the financial condition of the petitioner.

13. **Stipend:**

1. The Town shall pay to the SAA a base amount of \$45,000.00 for the fiscal year ending June 30, 2009, \$47,500.00 for the fiscal year ending June 30, 2010, and \$50,000.00 for the fiscal year ending June 30, 2011. If the two-year option of this agreement is exercised, the base amount will be 51,500.00 (3%) for 2012 and 52,787.50 (2.5%) for 2013 unless a greater increase is negotiated. This fee is to assist the SAA in consideration of uninsured and underinsured claims which the SAA writes-off as non-collectable. This fee is also used to assist the Association in absorbing the associated costs of availability of coverage on a 24 hour per day basis for both basic and advanced life support services provided in conjunction with the delivery of ambulance and emergency medical services to the town. The amount due to the SAA is payable in 12 equal monthly installments. These payments are due on or before the 1<sup>st</sup> day of each month with a 10-day grace period.
2. The Town agrees that, in the event of a material change in the reimbursement method by third party payers (i.e. insurance carriers, HMO'S, Medicare, etc.), or a material change in revenues or expenditures beyond the reasonable control of the SAA, the base amount paid by the Town to SAA under this section may be reopened for negotiation and amended as agreed to by both parties.

14. **Emergency Requests/Special Appropriations:** Any requests for additional or emergency appropriations shall be made to the Boards of Selectmen and Finance in accordance with Town Charter but shall take into account the level of emergency medical services required by state statutes and regulations.

15. **Insolvency or Bankruptcy:** If the SAA petitions any court for bankruptcy or reorganization, or is placed under receivership, or if any assignment of its property shall be made for the benefit of creditors, or in the event of any other act of insolvency, the Town may lawfully, at its option, immediately or at any time thereafter, without demand or notice, terminate this Agreement, without prejudice to any other remedy which might be used.

16. **Accounting and Reporting:**

1. On or before March 1 of each year, the SAA shall provide to the EMSOC a projected budget for the upcoming fiscal year, beginning on May 1. Such budget shall include sufficient line item detail by month for all projected operating revenues and expenses, and should describe all assumptions therein. In connection with such budget, the SAA shall also provide a multi-year projection of major capital needs, including vehicles, equipment and facilities.
  2. The SAA shall submit a monthly financial report to the EMSOC, in the same level of detail as provided in the annual budget, showing actual revenues and expenses and variances from budget levels.
  3. The SAA, within 60 days of the end of each fiscal year, shall provide the EMSOC a report on finances and operations for the subject fiscal year. Such report shall include the overall financial results for such year, discussion of major operational items encountered and/or accomplished in such year, membership recruitment and retention, training and certification, and such other matters as may be requested by the EMSOC from time to time.
  4. The SAA shall cooperate fully and openly with the Town audit process and Town auditor each year. The SAA shall annually have performed a full scope audit by a certified public accounting firm, and provide to the Town and the EMSOC a copy of such audit report within fifteen days of its completion.
  5. The SAA shall provide to the EMSOC at least annually, or more frequently if changes occur, a listing of all corporate officers and paid employees, detailing the responsibilities and focus of each individual, and the annual payroll and benefits applicable to such employee.
  6. The SAA shall maintain and provide to the EMSOC, on May 1 and November 1 of each year, a list of all members and their training (EMT, EMT1, EMT-P), a certification status, membership status (active or inactive), town or city of residence, and qualification for benefits under State Statutes 7-314(a), 7-314(b) and 21-294(d), as the same may be amended from time to time.
  7. The SAA shall provide to the EMSOC the following additional information and reports relative to the functional operations of the service: any written compliments or complaints of EMS service in the Town, any lawsuits arising during the course of EMS activities, any investigations or inquiries by the State of Connecticut and all written requests for financial hardship.
17. **Employees of the SAA:** In order to perform its emergency medical services in accordance with state statutes and regulations, it is understood that the SAA may hire staff who will be employees of the SAA. The terms of employment including

salary and benefits shall be fixed by the SAA and reported to the EMSOC at their next regular meeting.

18. **Nondiscrimination Clause:** No person shall be denied or subjected to discrimination on account of any service or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provisions), marital status, or sexual orientation. The SAA agrees to treat and/or transport all patients regardless of race, ethnicity, sexual orientation, disability, disease or ancestry. The SAA represents that it is an Equal Opportunity Employer and will fully comply with all State and Federal anti-discrimination laws, rules, regulations and requirements. The Town maintains a zero tolerance for sexual harassment, alcohol or drug consumption or any activity that detracts from a safe business like and efficient work environment. The SAA agrees to discipline any transgressor of Town policy and the Town reserves the right to inspect the facility and or equipment without notice to ensure compliance.
19. **Relationship of Parties:**
  1. The SAA is an independent Contractor and not an officer, employee or agent of the Town. It is mutually agreed that this Agreement is an agreement for services and not a Agreement of employment and that as such, the SAA and its agents, servants and/or employees shall not be entitled to any employment benefits from the Town such as but not limited to vacation pay, sick leave, insurance benefits, and pension and retirement benefits unless specifically required by state statute.
  2. The Town agrees to provide such benefits as are provided in State Statutes 7-314A, 7-314b and 31-294D the enabling statutes, as the same may be amended from time to time. In order to be an active member of the EMS service and to achieve such benefits, each member of the SAA must take and successfully pass a physical exam by a licensed physician approved by the Town which examination shall include drug or alcohol abuse screening and a determination as to the existence of any physical condition which would result in an inability to perform the services required.
20. **Failure to Provide Services:** Should the SAA be unable to provide the emergency medical services as set forth and outlined in this agreement, the SAA shall relinquish the PSA to the Town or its designee.
21. **Governing Law:** This Agreement shall be governed under the laws of the State of Connecticut and the Seymour Town Charter and Ordinances as currently existed or may be amended.
22. **Evaluation :**



1. The Town, through the EMSOC, may conduct an evaluation of provided ambulance service at least annually or as determined necessary by the EMSOC. Such an evaluation shall be based on the parameters of ambulance service enumerated in this Agreement.
  2. The necessary data to assist in evaluation shall be collected from the reports as provided for in Public Act 00-151, Section 8(a) and (b) and/or Section 7(f) and/or reports provided on a monthly basis by the Public Safety Answering Point (CMED).
  3. The SAA shall provide on a monthly basis to the EMSOC a report on any written complaints received relating to services provided under this Agreement within the parameters of patient confidentiality. Reports are due no later than the 2<sup>nd</sup> Monday of the following month.
23. **Severability Provision:** If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement other than that which is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
24. **Amendment:** This Agreement may be amended or renewed only in writing by mutual agreement of the parties.
25. **Remedies and Sanctions for Breach or Default; Exclusive Remedies:**
1. Should either party breach terms or conditions or provisions of this Agreement and fail to correct, remedy or remove the condition that constitutes a serious breach within thirty (30) days after written notice of such serious breach has been given, or if either party has become insolvent or a receiver or receivers are appointed for it, or it makes assignment for the benefit of its creditors and such insolvency is not remedied or such receivership or assignment is not vacated within thirty (30) days, this Agreement may be terminated and the parties may pursue further action as allowed in Public Act 00-151.
  2. The loss of the PSA by SAA will result in immediate termination of this Agreement.
  3. The Town may petition the Commissioner of Public Health for the BLS Level PSA or any other PSA held by SAA for Seymour's services. Nothing in this Agreement shall alter or affect the rights of either party to the Agreement, which either party may have under the provisions of 19a-181(c) and 19a-181(d) of the Connecticut General Statutes.

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

1. To the Town : Office of the First Selectman  
Town of Seymour  
One First Street  
Seymour, CT 06483
2. To the SAA : Seymour Ambulance Association, Inc.  
ATTN: Board of Directors  
4 Wakeley Street  
Seymour, CT 06483

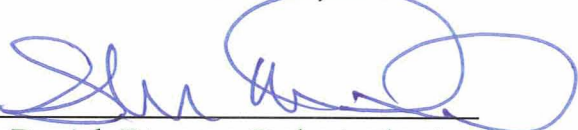
In witness thereof, each party hereto has caused the Agreement to be executed in its name, effective this 3<sup>RD</sup> day of September, 2008.

**Town of Seymour**

BY: 

Robert J. Koskelowski  
First Selectman, Duly Authorized

**Seymour Ambulance Association, Inc.**

BY:   
Shannon McDaniel, Director, Duly Authorized

BY:   
Jesse Rallis, Trustee, Director, Authorized

BY:   
Thomas Schutte, Duly Authorized

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

ss: Seymour September 3, 2008

On this 3<sup>rd</sup> day of September 2008, personally appeared Robert J. Koskelowski, First Selectman of the Town of Seymour, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said Town, before me.

Eileen Pozner  
Notary Public/Commissioner of the Superior Court *Seymour Comm expires 2-28-09*

STATE OF CONNECTICUT

COUNTY OF NEW HAVEN

ss: Seymour September 3 2008

On this 3<sup>rd</sup> day of September 2008, personally appeared Shannon McDaniel, Chairman Board of Directors, Jesse Rallis, Board of Directors and Thomas Shutte of the Seymour Ambulance Association, Inc., signer and sealer of the foregoing instrument, and acknowledged by the same to be his free act and deed, and the free act and deed of said Town, before me.

Eileen Pozner  
Notary Public/Commissioner of the Superior Court *Seymour Comm expires 2-28-09*