

THE FOLLOWING MINUTES ARE SUBJECT TO APPROVAL BY THE BOARD OF SELECTMEN

The Board of Selectmen held a special meeting Tuesday, October 6, 2020. The meeting was held in the Council Chamber at the Newtown Municipal Center. First Selectman Rosenthal called the meeting to order at 7:34p.m.

PRESENT: First Selectman Daniel C. Rosenthal, Selectman Maureen Crick Owen and Selectman Jeff Capeci.

VOTER COMMENTS: none.

ACCEPTANCE OF MINUTES: Selectman Crick Owen moved to accept the regular meeting minutes Sept. 21, 2020. Selectman Capeci seconded. All in favor.

COMMUNICATIONS: This week final paving will be completed at the new Police Department. The masthead will go in the week of Oct. 23. An invitation only ribbon cutting as well as a public open house is being planned for Oct. 31.

FINANCE DIRECTORS REPORT: none.

NEW BUSINESS

Discussion and possible action:

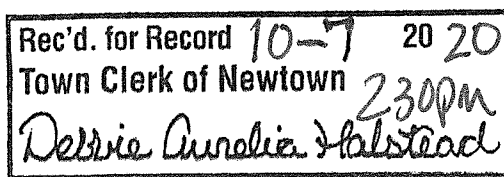
1. Newtown Volunteer Ambulance Association Paramedic contract: (att.) First Selectman Rosenthal said that Western CT Health Network Affiliates, Inc. purchased Danbury Ambulance, the incumbent paramedic contract with Newtown Ambulance. Negotiations with representatives from Danbury Hospital and Newtown Ambulance were guided to a nice conclusion. Danbury Hospital is effectively honoring the present contract. They have also made a fairly substantial capital investment in the business. The present contract was set to go through June 2022; with the re-negotiation that will be extended to 20205. The pricing is similar to what we had, with a 2.5% annual increase. The paramedic vehicle can fuel at the Department of Public Works. There was discussion on a typo that is corrected in what is attached to these minutes. The Town Attorney and the Town Insurance Agent have reviewed the agreement. Selectman Crick Owen moved to approve the Business Associate Agreement and the Agreement Newtown Volunteer Ambulance Association, the Town of Newtown and Western Connecticut Health Network with the change to the agreement in the year 2004-2025 due Western Connecticut should be \$404,292 with a per month value of \$33,691. Selectman Capeci seconded. All in favor.

2. Appointments/Reappointments/Vacancies/Openings: Selectman Crick Owen moved the appointment of Jacqueline Meriano, (U) to the Sustainable Energy Commission for a term to expire 01/06/21. Selectman Capeci seconded. All in favor. Selectman Crick Owen moved the re-appointments of Peter Cloudas (D) and Agni Pavlidou Kyprianou (U) to the Design Advisory Board for terms that expire 11/01/22. Selectman Capeci seconded. All in favor.

3. Driveway Bond Release/Extension: Selectman Crick Owen moved to extend the following driveway bonds, with the approval of the Town Engineer: Lakeview Terrace, LLC, 71 Lakeview Terrace, M51, B5, L36 to May 3, 2021 and Danny Olmstead, 55 Alpine Drive, M43, B17, L9 to April 17, 2021. Selectman Capeci seconded. All in favor.

4. Tax Refunds: Selectman Crick Owen moved the Oct. 5, 2020, Refund #4, 2020/21 in the amount of \$11,404.48. Selectman Capeci seconded. All in favor.

VOTER COMMENTS: none.



Board of Selectmen
October 6, 2020

ANNOUNCEMENTS: Selectman Crick Owen announced a town wide suicide prevention initiative consisting of various town departments as well as the schools. They are working with the American Foundation for Suicide Prevention. It is very important and more so during a pandemic. Talk Saves Lives virtual presentations are scheduled on Nov. 5 and Nov. 19 at 6:30pm, both are the same presentation. More information will follow. Signs and banners have been ordered. Registration information will be posted. This is a brand new initiative with a goal to do more next year.

ADJOURNMENT: Having no further business the special Board of Selectmen meeting adjourned at 7:50p.m.

Att.: Newtown Volunteer Ambulance Association Paramedic Contract and agreement.

Respectfully submitted,
Sue Marcinek, Clerk

AGREEMENT

AGREEMENT (the “Agreement”) entered into as of the first day of July, 2020 by and among the **Town of Newtown**, a specially chartered municipal corporation organized and existing under the laws of the State of Connecticut (herein referred to as the “TOWN”), the **Newtown Volunteer Ambulance Association, Inc.**, a nonstock corporation with an office at 6 Washington Square, P.O. Box 344, Newtown, Connecticut (herein referred to as “NVAA Inc.”), and **Western Connecticut Health Network Affiliates, Inc.**, a nonstock corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 24 Hospital Avenue, in the City of Danbury, County of Fairfield and State of Connecticut (herein referred to as “WCHNA”). The Paramedic Oversight Committee shall consist of representatives of NVAA Inc., WCHNA, TOWN, and Newtown Volunteer Ambulance Corps (herein referred to as “NVAC”). This Agreement shall commence at 0000 hours on July 1, 2020 and end at 2400 hours on June 30, 2025.

WITNESSETH

ARTICLE I:

WCHNA will provide a licensed paramedic (the “Paramedic”) dedicated to the Town of Newtown Paramedic Program (the “Program”) on a 24 hours per day, 7 days per week, 52 weeks per year basis, and the Paramedic must follow the Standard Operating Guidelines (“SOGs”) of NVAC and NVAA Inc., as communicated to WCHNA from time to time by NVAC, NVAA Inc., and TOWN. Any discrepancies in the SOGs should be brought to and resolved, in writing, by TOWN, NVAC, NVAA Inc. and WCHNA. The Paramedic will NOT be dispatched to calls outside of the Program, except as directed by TOWN or in the case of a disaster or large-scale mass casualty incident (“MCI”).

The primary receiving facility will be the Danbury Hospital Emergency Department. However, all patients shall be transported to the nearest appropriate facility dictated by the patient's injury/illness or condition, and/or preference in accordance to State of Connecticut Office of Emergency Medical Services (“OEMS”) protocols. In some cases that facility may be other than Danbury Hospital.

ARTICLE II:

WCHNA will provide all equipment and supplies necessary to provide paramedic-level service. All equipment and supplies necessary to provide paramedic-level service, including but not limited to on-board equipment, medical supplies,

EXECUTION COPY

narcotics and medications, intubation equipment, and 12 lead ECG monitor, will meet or exceed the minimum requirements of the State of Connecticut OEMS protocols/regulations and those pharmacologic agents approved/mandated by Danbury Hospital Medical Control and Region V Medical Advisory Committee. WCHNA will ensure that such equipment, supplies, narcotics and medications shall always be used by the Paramedic in accordance with Federal, State and local regulations. All Advanced Life Support (herein referred to as "ALS") equipment must have evidence that it is well-maintained, and appears in new or like-new condition.

The Paramedic shall be equipped with a Medtronic Physio-Control LifePak 15 Monitor/Defibrillator or equivalent cardiac monitor/defibrillator with the following capabilities as a minimum:

- 12-lead cardiac monitoring
- Non-invasive BP monitoring or NIBP
- End tidal CO2 monitoring or ETCO2 for intubated or non-intubated patients
- Pulse Oximetry monitoring or SPO2
- Biphasic defibrillation
- Transcutaneous cardiac pacing or TCP
- Remote telemetry to Danbury Hospital ED via WCHNA-supplied cell phones

All related disposable supplies, cables and adapters shall be also supplied by WCHNA.

The Paramedic shall also be equipped with personal protective gear and equipment suitable for working in hazardous environments such as rescue operations and motor vehicle accidents.

WCHNA shall assure that all medical devices and equipment supplied by it are maintained in good working order, and when required; inspected, serviced and calibrated by biomedical engineering personnel. WCHNA shall maintain service records of all biomedical inspections, servicing, and repairs. All records shall be accessible to the NVAC Paramedic Oversight Committee for review with adequate advance notice.

ARTICLE III:

Staging of the Paramedic will be within the borders of TOWN on a 24-7 basis. The Paramedic will be based at the NVAA Inc. facility at 6 Washington Square and

EXECUTION COPY

must remain within a five-mile radius during their entire shift, unless responding to a dispatch.

Dispatch of the Paramedic will occur when information received by TOWN Dispatcher meets the agreed upon paramedic dispatch criteria or at the request of the on scene EMS provider or Town of Newtown Dispatch. Dispatch of the Paramedic will occur simultaneously with, or as soon as possible after, the dispatch by Newtown Dispatch. The dispatch will occur primarily via VHF radio/pager.

Once dispatched as set forth above, the response of the Paramedic may be cancelled by NVAC members' releasing the Paramedic for other duty if the call is deemed to not warrant ALS intervention.

ARTICLE IV:

All Paramedics assigned to the Program by WCHNA must demonstrate proficiency and be in good standing with Danbury Hospital Medical Control. The Paramedics assigned to the Program by WCHNA must maintain licensure, certifications or other credentials as required by OEMS and Medical Control at Danbury Hospital. All Paramedics assigned to the Program by WCHNA must have 2 (two) years' experience and must be an employee in good standing of WCHNA for at least 90 days and have completed the mutually agreed orientation program before becoming a Paramedic.

WCHNA will be responsible for assuring the currency of all licenses, certifications, continued medical education hours, skills levels, etc., as required by OEMS and Danbury Hospital Medical Control, of all Paramedics assigned to the Program by WCHNA. No Paramedic shall be assigned to the Program without all of these items. Records verifying the above requirements are met must be provided annually to the NVAC "Paramedic Oversight Committee" and updated upon request with adequate advance notice.

ARTICLE V:

Paramedic Expectations and Performance:

- Arrive on time for all shifts, wearing the approved WCHNA uniform and Newtown Paramedic vest, prepared for immediate deployment. Uniform and vest must be clean and be in good condition.
- As the highest level provider, the Paramedic is required to do a full patient assessment for all calls should he/she arrive on scene and make contact with the patient. The Paramedic is required to be at the patient side with appropriate ALS gear, including but not limited to ALS gear/medication bag and cardiac monitor/defibrillator. In situations where the Paramedic arrives prior to the

EXECUTION COPY

basic life support (“BLS”) providers the O2/Airway and BLS bags must also be brought to the patient side.

- Paramedic is required to check all gear and the fly car at the start of every shift. Restocking of all missing, expired or used supplies/equipment will be completed at the start of the shift and immediately after every call.
- Paramedic is required to wash the fly car every day. During inclement weather the vehicle is to be hosed down after each use.
- Paramedic must be in compliance with all current State, Regional, Danbury Hospital, and Newtown Ambulance protocols at all times.
- Paramedic on duty is required to assist with daily chores including but not limited to:
 - Decon of station and vehicles
 - Keeping bays clean
 - Keeping medic room clean and free from food or garbage
 - Various other duties assigned or requested by NVAC members
- Paramedic is expected to act appropriately and professionally at all times when representing NVAC. This includes but is not limited to contact with all patients, family, facility staff, bystanders, dispatchers, and NVAC members and staff, and operating vehicles in a safe and appropriate manner at all times.

ARTICLE VI:

The NVAC Paramedic Oversight Committee and WCHNA management shall have collaborative oversight of Paramedics assigned to the Program. To facilitate this oversight, WCHNA shall cause all paper and electronic records, including, without limitation, EKGs, vital signs, and notes on all patients treated as part of this Agreement to be preserved for at least 90 days after they are created. Records kept electronically and copies of paper records shall be provided to NVAC promptly on request.

In addition to the foregoing, WCHNA will maintain records of all services provided under this Agreement for not less than seven (7) years after services are performed.

All electronic patient care reports (ePCRs) done by the Paramedic shall be reviewed in a CQI/QA process within NVAC to assess system and individual performance. ePCRs within QA shall be reviewed multiple times each week to expedite the NVAC billing process.

EXECUTION COPY

Upon identification of a QA concern, NVAC Paramedic Oversight Committee will notify the NVAC Chief and WCHNA within 24 hours. WCHNA shall notify NVAC within 24 hours of becoming aware of any disciplinary action to taken by WCHNA, the State of CT, Danbury Hospital or others with respect any Paramedic assigned to the Program.

ARTICLE VII:

Each Paramedic assigned to the Program shall have attained at least two (2) years of active full-time documented paramedic field experience, which shall be provided to the NVAC Chief or the NVAC Paramedic Oversight Committee prior to the start of the orientation.

Each Paramedic assigned to the Program is required to undergo intensive orientation and training under the preceptorship of a designated Field Training Officer (FTO). This formal program prepares such Paramedic for release to field duty only upon recommendation by their FTO and NVAC Paramedic Oversight Committee.

WCHNA will provide each new Paramedic assigned to the Program orientation training to the Program with a mutually agreed upon training program. WCHNA will ensure each Paramedic demonstrates proficiency in the Town of Newtown geographic knowledge.

WCHNA will maintain open communications with the TOWN EMS providers, the OEMS, and Danbury Hospital Medical Control. WCHNA will remain in compliance with respect to all regulations and responsibilities as they pertain to it, the Paramedic, and the Program, and will make such information available to the NVAC Paramedic Oversight Committee upon reasonable request.

WCHNA will coordinate with the chairperson of the NVAC Training Committee to assist and/or provide from time to time an educational forum for ongoing training, case reviews, and coordination for all of TOWN EMS providers. Such training will be aimed at maintaining, improving and advancing the skills of the volunteer ambulance personnel in conjunction with maintaining a strong working rapport with the Paramedics assigned to the Program by WCHNA.

Independent Contractors; Paramedics as WCHNA Employees. The parties agree that as between TOWN and NVAA Inc., on the one hand, and WCHNA, on the other, they are independent contractors and that nothing in this Agreement is intended or will be deemed to create a partnership, joint venture, or principal-agent relationship between the parties. Nothing contained herein or done pursuant to this Agreement will make any party or any of its agents or employees an agent or employee of any other party. WCHNA acknowledges that neither TOWN nor

EXECUTION COPY

NVAA Inc. offers or provides, and neither will be obligated to offer or provide, any health/medical insurance, dental insurance, disability insurance, life insurance, retirement, or any other benefits to any Paramedic assigned to the Program. With respect to all Paramedics assigned to the Program, WCHNA shall be solely responsible for payment of employee-related expenses, including but not limited to Unemployment Compensation insurance and payments, Workers' Compensation insurance and payments, and all required State and Federal taxes or contributions thereto for which WCHNA, as their employer, currently is or, during the term of this Agreement, becomes liable.

ARTICLE VIII:

WCHNA must employ reasonable work schedules and conditions with respect to Paramedics assigned to the Program. Patient care shall not be hampered by impaired motor skills of Paramedics assigned to the Program, working extended shifts, part-time jobs, voluntary or mandatory overtime without adequate rest. WCHNA Paramedics assigned to the Program are to be scheduled at no greater than 24 hour shifts, allowing for up to 24 hours of work to manage unplanned events. After 24 hours straight, not less than 8 hours of rest between shifts is required. This includes shifts at WCHNA or at other employer. WCHNA will conduct employment matters with its employees, including managing personnel and resources fairly and effectively in a manner that ensures compliance with the services ultimately executed by WCHNA. A WCHNA supervisor will be scheduled, at a minimum, of one (1) eight (8) hour shift per week in Newtown. A monthly schedule of WCHNA personnel staffing at NVAC shall be provided and posted at NVAC facilities, in advance.

ARTICLE IX:

Insurance Requirements:

During the term of this Agreement, WCHNA shall maintain insurance of the following types and amounts:

- General Liability insurance coverage in the amount of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, plus Excess Liability coverage of at least \$5,000,000, with the following included as additional insureds: (i) TOWN and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and (ii) NVAA and its Trustees, officers and members. WCHNA's General Liability insurance coverage includes coverage for both ongoing operations and completed operations, and will include a waiver of subrogation in favor of TOWN.

EXECUTION COPY

- Professional Liability insurance coverage of no less than \$6,000,000 per occurrence and \$10,000,000 aggregate, with the following included as additional insureds: (i) TOWN and all of its elected or appointed directors, officers, officials, agents, employees and members of all of its boards and commissions, and (ii) NVAA and its Trustees, officers and members.
- Worker's Compensation insurance as required by applicable law.
- Employer's Liability insurance with limits not less than \$500,000 per occurrence for bodily injury by accident and \$500,000 per occurrence for bodily injury by disease.
- Business Automobile Liability Insurance with not less than \$1,000,000 combined single limit per accident for bodily injury and property damage, covering all WCHNA vehicles used by WCHNA in performing its obligations under this Agreement.

The foregoing required minimum insurance limits may be satisfied by applicable Excess Liability coverage. Each July 1 during the term of this Agreement (i.e., starting July 1, 2020 through July 1, 2025) WCHNA shall provide NVAA, Inc. and TOWN certificates of insurance evidencing such insurance in effect. The amount of excess liability shall be in the minimum amount of \$5,000,000. The foregoing insurance must be effected under valid and enforceable policies issued by a financially responsible insurance company or insurance companies having at least an AM Best rating of A-, VII and incorporated under the laws of the United States or any states thereof and eligible to issue insurance policies in the State of New Connecticut, and/or by a captive insurer and/or pursuant to an actuarially sound program of self-insurance.

HOLD HARMLESS/INDEMNITY CLAUSE

To the fullest extent permitted by law, WCHNA will indemnify, defend and hold harmless TOWN, and all of its elected or appointed officials, agents, employees and members of all of its boards and commissions, and NVAA Inc., and its Trustees, officers and members (collectively, "Indemnified Persons") from and against any/all claims, actions, damages, losses and expenses, including but not limited to reasonable attorneys' fees (collectively, "Losses"), for any actual or alleged injury to any person or persons, including death, or any damage to or destruction of property, arising out of or in connection with performed by WCHNA of any of its obligations under this Agreement, except to the extent such Losses arise out of the negligence or willful misconduct of any Indemnified Person.

EXECUTION COPY

As a condition to WCHNA's obligations under this Article IX, an Indemnified Person must: (a) promptly notify WCHNA in writing of any claim, suit or proceeding for which indemnity may be claimed under this Article IX (provided that failure to so notify will not relieve the indemnifying party of its obligations under this Article IX except to the extent it is actually prejudiced thereby); and (b) allow WCHNA to solely control the defense of any such claim, suit or proceeding and all negotiations for settlement thereof; provided that the Indemnified Person must also provide WCHNA with reasonable cooperation and assistance (at the WCHNA's cost) in defending such claim, suit or proceeding, and provided, further, that an Indemnified Person may retain legal counsel of their own choosing at their own sole cost. WCHNA will not enter into any settlement or otherwise compromise any claim, suit or proceeding in any manner that imposes liability or obligations on the Indemnified Person, or requires the Indemnified Person to admit responsibility or liability, without obtaining the Indemnified Person's prior written consent to the settlement or compromise.

ARTICLE X:

WCHNA will ensure that collision and liability coverage on the paramedic response vehicles provided by WCHN pursuant to Article XIII below will cover any authorized persons driving the vehicle in a safe manner strictly adhering to all applicable laws and regulations at all times during ALS transports to the Hospital. WCHNA will hold harmless TOWN, NVAC, NVAA Inc. and their respective services and service members from any general liability involving safe operation of such vehicles, Acts of negligence or disregard of safe WCHNA vehicle operation by any non-WCHNA driver shall not be covered by the foregoing insurance or hold harmless obligations.

ARTICLE XI:

All Paramedics must be in compliance with current State, Regional, Danbury Hospital and Newtown Ambulance protocols at all times.

All Paramedics assigned to the Program must receive and maintain required OSHA and bloodborne pathogen safety, NIMS, HIPAA and HazMat awareness training upon hire. Refresher training is required annually thereafter.

Records pertaining to training and immunizations must be made available by WCHN to TOWN for all Paramedics assigned to the Program with adequate advance notice.

ARTICLE XII:

EXECUTION COPY

WCHNA shall provide and assign communications equipment to ensure that WCHNA paramedic vehicle can communicate with TOWN ambulances, TOWN dispatch, multi-region CMED, and the receiving hospitals including Danbury Hospital, Bridgeport Hospital, St. Vincent's Hospital, and Waterbury Hospital, as per OEMS.

All WCHNA radio equipment must be fully programmable to adapt to any future changes in the communication systems currently in place. If the TOWN communication system changes and an upgrade is required, WCHNA will promptly upgrade its equipment to ensure uninterrupted communication. All intercept vehicles shall support:

- Current TOWN Communications system
- Multi-region CMED
- Danbury Hospital Medical Control
- Secondary receiving hospital(s) Medical Control

All communication equipment must be maintained to equipment standards at all times. Records pertaining to such maintenance must be made available by WCHN to TOWN upon request.

ARTICLE XIII:

WCHNA shall provide a State of Connecticut-certified paramedic response vehicle designed and equipped in accordance with applicable OEMS regulations.

WCHNA shall utilize four-wheel-drive sport utility vehicles as non-transporting paramedic response vehicles. Said vehicles shall be redundantly stocked with adequate ACLS equipment and supplies to assure response to calls with more than one patient requiring ALS intervention, or respond to subsequent calls without the need for restocking. Each vehicle will be stocked and equipped to aid in locating equipment/supplies quickly and without effort in an emergency situation.

Vehicles shall be lettered with reflective lettering designating it as a paramedic response vehicle, the unit identification number, and a 4" reflective stripe. Lettering shall meet recommendations from the State of Connecticut OEMS, the National Fire Protection Association (NFPA), and the National Highway Traffic Safety Administration (NHTSA). The primary vehicle assigned to TOWN shall be lettered with "Newtown Paramedic."

Emergency warning devices installed must meet or exceed any state or federal requirements. All vehicles shall be equipped with high performance LED lighting and 200-watt sirens.

EXECUTION COPY

All vehicles shall be equipped with automatic transmissions and four-wheel drive.

WCHNA shall ensure that all vehicles assigned to the Program will be maintained in working order consistent with the manufacturer's specifications.

Detailed records shall be maintained as to work performed, costs related to repairs, and operating and cost analysis where appropriate. Repairs shall be made and systems maintained so as to achieve at least industry norms in vehicle performance and reliability. All costs of maintenance and repairs of equipment, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at WCHNA's expense. TOWN shall provide fuel at no cost to WCHNA via TOWN's established municipal fleet fueling program for paramedic vehicle (s) assigned to the Newtown paramedic program. WCHNA shall ensure that a vehicle maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level non-transporting provider by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of non-transport vehicles, developing and implementing standardized maintenance practices, and incorporating an automated or manual maintenance program record keeping system and must report quarterly to the NVAC Paramedic Oversight Committee.

The primary paramedic vehicle assigned to the Program shall be replaced on a regularly scheduled basis. Said vehicle shall be replaced every five (5) years or one hundred thousand miles (100,000) miles, whichever comes first. Any vehicle that is deemed mechanically unsatisfactory by the NVAC Paramedic Oversight Committee or NVAC Chief at any time will be removed from service and either repaired or replaced. Vehicle repair and maintenance records shall be made available to TOWN by WCHNA upon request. Backup vehicles shall be available immediately to replace any vehicle assigned to the Program that is removed from service to eliminate any downtime.

ARTICLE XIV:

WCHNA will ensure all Paramedics assigned to the Program will use the current electronic patient care report (ePCR) system utilized by NVAC (currently EMS charts) for corresponding paperwork for run form documentation and medical supply usage. NVAC shall provide reasonable access to NVAC's ePCR system to WCHNA management personnel for purposes of ALS quality assurance (QA), performance improvement, and other relevant documentation reviews as outlined below:

Patient Records module – Ability to access all pages and attachments of ALS charts

EXECUTION COPY

Ability to upload attachments (pdf, etc) to ALS charts

ALS charts visible on home page dashboard (incomplete charts and charts for review at ALS QA level)

Ability to modify ALS chart after request via addendum

Ability to assign QA flag to hospital paramedic crewed charts at any QA level.

Ability to search and review all QA flags sent to hospital paramedics

Access toolbox to determine when ALS charts were created and locked (advanced)

Reports Module – Have ability to create, modify and run custom and pre-configured reports on ALS charts

Ability to create, search, view, add notes to, and configure special reports for ALS charts

The above access rights permissions would be for 2 authorized WCHNA staff – one primary and one backup. The Paramedic Oversight Committee (POC) will periodically review the reasonable access from time to time and may amend or remove individuals' access for cause.

All ePCRs must be completed immediately and in a professional manner. If multiple calls occur, ePCRs must be completed by the end of the Paramedic's shift. ePCRs done by Paramedics shall be reviewed in the QA process multiple times each week by WCHNA management personnel. In the event that NVAC's ePCR system is unavailable, the Paramedic will follow NVAC's ePCR downtime procedures for documenting the patient care provided by the Paramedic.

In support of NVAC's billing for all relevant and applicable service calls, all paramedic-completed ePCRs shall include all necessary information to properly bill for the call, and allow compliance as required by Medicare/Medicaid standards. Patient care is primary; however, a Paramedic must request patient insurance information and obtain a signature from the patient, a family member and/or the emergency room admitting team after transport. NVAC requires 100% signature compliance. When transporting a patient, Paramedic must identify himself/herself to receiving hospital staff as a member of NVAC crew to enable proper information flow.

Non-compliance with run form details, including but not limited to all necessary signatures, to support billing will result in the paramedic contract fees being reduced by the number of paramedic calls which were not billable times the current

EXECUTION COPY

NVAC ALS billing rate. It is expressly understood that WCHNA officials must be made aware of any non-compliant documentation issues in a prompt manner (no later than 30 days from date of original service), and be given a reasonable opportunity to research and correct such issues, prior to any reduction of paramedic fees.

Review and adjustments will occur quarterly.

Under this Agreement, WCHNA agrees to provide backup paramedic service, if available, to TOWN. NVAA Inc. agrees to pay WCHNA for each transported ALS call serviced by the WCHNA backup paramedic at the rate of \$250 per ALS 1 call and \$350 per ALS 2 call. NVAA agrees to transport paramedic vehicle back to receiving hospital as indicated.

ARTICLE XV:

All uniforms pants, shirts, and jackets will be provided and purchased by WCHNA. Paramedics must be in approved vests and WCHNA uniforms while performing services in connection with this Agreement.

ARTICLE XVI:

NVAC Paramedic Oversight Committee has the right to request that a Paramedic not be assigned to Newtown duty for specific cause and, if supported by documentation or by the results of any investigation thereof done by WCHNA, WCHNA will honor said request. Any such request by the NVAC Paramedic Oversight Committee must be in writing and set forth the specific cause for the request.

ARTICLE XVII:

Either party shall have the right to terminate this Agreement at any time 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. 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

EXECUTION COPY

this Agreement, reserving to itself any rights which it may have to recover on account thereof. Upon the effective date of termination in accordance with the provisions of this ARTICLE XVI, the parties shall be relieved of all of their rights and obligations hereunder including specifically, but not limited to, the obligation of TOWN to continue to make monthly payments following the effective date of termination, except for those rights and obligations that expressly or by their nature survive such termination. In the event of notice of termination of this Agreement, TOWN 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.

All acts in 19a-179 -9, A-I of the State of Connecticut Administration Regulations October 1988 are prohibited. Paramedics assigned to the Program must be able to respond to 100% of first ALS calls except when dispatched by Newtown to fulfill basic ambulance service staffing. Any conduct that is detrimental to NVAC, NVAA Inc. or TOWN is strictly prohibited. There is zero tolerance for sexual harassment or discrimination of any type. There is zero tolerance for any authorized person driving emergency vehicles without proper and due regard. There is zero tolerance for workplace violence and substance abuse.

ARTICLE XVIII:

The NVAC Paramedic Oversight Committee and WCHNA agree jointly to hold meetings quarterly to review and discuss the Program and related issues. Additional meetings will be added as needed to address specific items. Dates are to be set by the NVAC Paramedic Oversight Committee.

ARTICLE XIX:

Any disputes concerning the rights and obligations under this Agreement shall initially be referred to mediation. Costs incurred for mediation shall be shared equally between TOWN and NVAA, on the one hand, and WCHNA, on the other, with each organization paying their respective attorneys' fees. Should mediation fail to resolve those disputes, the parties may pursue litigation in the Superior Court, Judicial District of Danbury.

ARTICLE XX:

TOWN and NVAA Inc. agree to pay WCHNA in accordance with the following schedule:

EXECUTION COPY

For the period commencing on July 1, 2020 and ending on June 30, 2021 the amount of **\$366,271** payable in equal monthly payments of **\$30,522** and payable 30 days after monthly invoice by WCHNA to TOWN and NVAA Inc.

For the period commencing on July 1, 2021 and ending on June 30, 2022 the amount of **\$375,427** payable in equal monthly payments of **\$31,285** and payable 30 days after monthly invoice by WCHNA to TOWN and NVAA Inc.

For the period commencing on July 1, 2022 and ending on June 30, 2023 the amount of **\$384,812** payable in equal monthly payments of **\$32,067** and payable 30 days after monthly invoice by WCHNA to TOWN and NVAA Inc.

For the period commencing on July 1, 2023 and ending on June 30, 2024 the amount of **\$394,432** payable in equal monthly payments of **\$32,869** and payable 30 days after monthly invoice by WCHNA to TOWN and NVAA Inc.

For the period commencing on July 1, 2024 and ending on June 30, 2025 the amount of **\$404,292** payable in equal monthly payments of **\$33,691** and payable 30 days after monthly invoice by WCHNA to TOWN and NVAA Inc.

The obligations of TOWN and NVAA Inc. hereunder are expressly subject to the paramedic intercept program described in this Agreement meeting the requirements of applicable law and regulation, including those of the OEMS, as well as the continuing appropriation of the necessary funds by the TOWN for each year noted.

ARTICLE XXI - MISC:

WCHNA shall have sixty (60) days after the expiration or termination of this Agreement to supply the required documentation necessary to facilitate the closeout of this Agreement.

No Assignment. WCHNA shall not assign (subcontract) any portion of agreed services without written consent first obtained from TOWN, NVAA Inc. and NVAC Paramedic Oversight Committee, except that WCHNA may subcontract with, or otherwise utilize paramedics from any affiliate of Nuvance Health who otherwise meet the criteria for paramedics called for herein.

Change of Ownership. WCHNA must inform TOWN and NVAA Inc. in writing of any change in ownership within seven (7) business days. TOWN and NVAA Inc. will have ninety (90) days after receipt of such notice to terminate this Agreement due to such change of ownership by written notice to WCHNA, which termination shall be deemed termination without any cause.

EXECUTION COPY

Notification of Litigation/Pending & Threatened Claims. WCHNA agrees to notify TOWN, NVAA Inc. and NVAC Paramedic Oversight Committee within two (2) business days of becoming aware of any litigation or any pending or threatened claim related to this Agreement. Similarly, TOWN, NVAA Inc. and NVAC Paramedic Oversight Committee agree to notify WCHNA within two (2) business days of becoming aware of any litigation or any pending or threatened claim related to this Agreement. For purposes of this provision, notification via email shall be sufficient, provided that the party will promptly provide additional information related to the litigation or pending/threatened claim, including but not limited to a copy of any pleading or court filing or demand letter.

Cooperation on Investigations & Claims. Upon request from any other party, each party will (i) provide such other party with copies of medical and other records related to this Agreement (excluding any records that are subject to attorney-client privilege, that constitute attorney work product, or that are subject to peer review or any other applicable legal privilege against disclosure), and (ii) cooperate with any investigation by such other party and/or its legal counsel, and/or such other party's insurer(s) and/or its/their counsel, of any incident, or any claim, litigation or cause of action to which such party or any of its employees may be a party, related to this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations and understandings, with respect to the subject matter hereof, including but not limited to the Agreement by and among TOWN, NVAA and Danbury Ambulance Service, Inc. ("DAS") dated July 1, 2018 (the "DAS Agreement") that was assigned to, and assumed by, WCHNA pursuant to that certain Assignment and Assumption Agreement by and between DAS and WCHNA dated as of February 18, 2020. As between TOWN, NVAA and WCHNA, this Agreement supersedes the DAS Agreement, which is hereby terminated and of no further force and effect.

Governing Law. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the law of the State of Connecticut without regard to conflict of law principles.

No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or will be deemed to confer any right, obligation, remedy, or liability upon any person other than (i) the parties, and their respective successors and permitted assigns, and (ii) those other persons entitled to indemnification under this Agreement, and their respective successors, permitted assigns, heirs, executors, and legal representatives.

EXECUTION COPY

Independent Contractors. The parties agree that they are independent contractors and that nothing in this Agreement is intended or will be deemed to create a partnership, joint venture, or (except as expressly provided in Exhibit A) principal-agent relationship between the parties. Nothing contained herein or done pursuant to this Agreement will make either party or any of its agents or employees the legal representative, agent or employee of the other party.

No Waiver. No waiver by either party with respect to any breach or any right or remedy, and no course of dealing, will be deemed to constitute a continuing waiver of any other breach or any other right or remedy, unless such waiver is set forth in writing and signed by the party to be bound. The waiver of performance of any of the terms or conditions of this Agreement will not be construed as a waiver of any subsequent obligation to perform the same or any other terms and conditions.

Counterparts. This Agreement may be executed in more than one counterpart, each of which is an original and all of which, together, constitute one and the same instrument. Once this Agreement has been executed (including via DocuSign or other electronic signature) and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email) by both parties, this Agreement will be effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

Notices. Any notice or other communication given pursuant to this Agreement must be in writing and will be deemed given upon receipt as follows: (a) upon the business day of receipt if delivered personally, (b) upon the business day of receipt if sent by overnight express courier (e.g., FedEx or UPS), or (c) three (3) business days after being sent by registered or certified U.S. mail, postage prepaid, to:

If to TOWN:

Town of Newtown
3 Primrose Street
Newtown, CT 06470
Attn: First Selectman

If to NVAA:

Newtown Volunteer Ambulance Association, Inc.
6 Washington Square
P.O. Box 344
Newtown, CT 06470
Attn: President

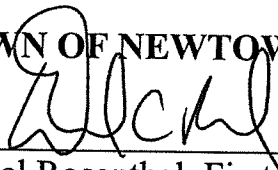
EXECUTION COPY

If to WCHNA:
Nuvance Health
24 Hospital Avenue
Danbury, CT 06810
Attn: Matthew Cassavechia

With a copy to the same address to:
Attn.: Chief Legal Officer

IN WITNESS THEREOF, the Newtown Volunteer Ambulance Association, Inc., Agent of the TOWN, acting by and through its President, Malcolm McLachlan, duly authorized, and the Town of Newtown, acting by and through its First Selectman, Daniel Rosenthal, duly authorized, and Western Connecticut Health Network Affiliates, Inc., acting by and through Steve Rosenberg, Senior Vice President & Chief Financial Officer, Nuvance Health, duly authorized, have hereunto set their hands on the dates set forth below.

TOWN OF NEWTOWN

By: 
Daniel Rosenthal, First Selectman
Date: 10-6-2020

NEWTOWN VOLUNTEER AMBULANCE ASSOCIATION, INC.

By: _____
Malcolm McLachlan, President
Date: _____

WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES, INC.

By: _____
Steve Rosenberg
Senior Vice President & Chief Financial Officer, Nuvance Health
Date: _____

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “Business Associate Agreement”) is made and entered into as of the date of the Agreement (as defined below) by and among the Town of Newtown, a specially chartered municipal corporation organized and existing under the laws of the State of Connecticut (“TOWN”), the Newtown Volunteer Ambulance Association, Inc., a nonstock corporation with an office at 6 Washington Square, P.O. Box 344, Newtown, Connecticut (“NVAA Inc.”), and Western Connecticut Health Network Affiliates, Inc., a nonstock corporation organized and existing under the laws of the State of Connecticut, having its principal place of business at 24 Hospital Avenue, in the City of Danbury, County of Fairfield and State of Connecticut (“WCHNA”). For purposes of this Business Associate Agreement, TOWN and NVAA Inc. are, collectively, “Covered Entity” and WCHNA is “Business Associate.”

Business Associate and Covered Entity have entered into that certain Agreement dated as of July 1, 2020 (the “Agreement”) under which Business Associate performs or assists Covered Entity with a function or activity involving the use or disclosure of Individually Identifiable Health Information. In connection with the foregoing, Covered Entity and Business Associate desire to comply with the requirements of regulations promulgated pursuant to Title II, Subtitle F “Administrative Simplification” of the Health Insurance Portability and Accountability Act of 1996 (as amended, “HIPAA”), which privacy regulations are codified at 45 C.F.R. Parts 160 and 164 and which security regulations are codified at 45 C.F.R. Parts 160, 162 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”), and as such regulations may be further amended from time to time (collectively, the “HIPAA Standards”). Capitalized terms used, but not otherwise defined, herein have the meanings set forth in the HIPAA Standards. In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by parties, the parties hereto agree as follows:

1. Obligations and Activities of Business Associate. Business Associate agrees to:

- a. Not use or disclose Protected Health Information created, received, maintained, or transmitted by Business Associate from, or on behalf of, WCHN on behalf of Covered Entity (“PHI”) other than as permitted or required by the Agreement or as required by law;
- b. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- c. Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including but not limited to breaches of unsecured PHI as required at 45 C.F.R. §164.410, and any security incident of which it becomes aware, which breaches and security incidents shall be reported in accordance with Section 3 of this Business Associate Agreement;
- d. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of

Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

e. If Business Associate maintains information in a Designated Record Set, Business Associate shall:

- i. make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524; and
- ii. make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526;

f. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528;

g. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

h. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Standards.

2. Permitted Uses and Disclosures by Business Associate.

a. Business Associate may use or disclose PHI as necessary to perform the services set forth in the Agreement, provided such disclosures would not violate the HIPAA Standards if done by Covered Entity.

b. Business Associate may use or disclose PHI to the extent required by law.

c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

3. Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.

a. Business Associate shall report, in writing, to Covered Entity's Privacy Officer any security incident or breach (as defined by the HIPAA Standards) as soon as practicable, but in all events no later than five (5) business days after Business Associate discovers the breach. 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 (i) Business Associate or (ii) any employee, officer or other agent of Business Associate other than the individual committing the breach. Further, Business Associate shall investigate the breach and provide to Covered Entity as soon as

possible, all information Covered Entity may require to make notifications of the breach to individuals, or other persons or entities. Business Associate shall cooperate with Covered Entity in addressing the breach. Covered Entity may elect, in its sole discretion, for Business Associate to make the notifications and implement other mitigation steps, in a form and manner and within timeframes directed by Covered Entity, consistent with Covered Entity's obligations under the law. Without limitation as to any other remedies available to Covered Entity under the Agreement, this Business Associate Agreement or the law, Business Associate shall pay, or reimburse Covered Entity for, all costs of the notifications, including all costs incurred to mitigate the harmful effects, or potentially harmful effects, of the breach.

b. In addition to its obligations under Section 3(a), 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 Covered Entity.

4. Term and Termination.

a. Term. Subject to Section 4.b, this Business Associate Agreement shall be effective as of the date of the Agreement, and shall continue in effect while the Agreement remains in force, and thereafter with respect to those obligations intended to survive the termination of the Agreement and this Business Associate Agreement.

b. Termination for Cause. Business Associate authorizes termination of this Business Associate Agreement by Covered Entity if Covered Entity determines Business Associate has violated a material term of this Business Associate Agreement. Covered Entity may, in its discretion, provide Business Associate with an opportunity to cure such breach. In such event, this Business Associate Agreement shall terminate if Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

c. Obligations of Business Associate Upon Termination. Upon termination of this Business Associate Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy, all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

d. Survival. The obligations of Business Associate under this Section 4 shall survive the termination of this Business Associate Agreement.

5. Miscellaneous.

a. 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 Business Associate Agreement.

b. Interpretation; Amendments; Waiver. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the

HIPAA Standards. Where any applicable provision of Connecticut law relates to the privacy or security of health information and is not preempted by HIPAA, as determined by application of the HIPAA Standards, the parties shall comply with the applicable provisions of Connecticut law. This Business Associate 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 Covered Entity may amend this Business Associate Agreement upon written notice to Business Associate in the event: (i) any law or regulation regarding the protection of health information is in any way inconsistent with the terms of this Business Associate Agreement, and the amendment is necessary to address the inconsistency; or (ii) the HIPAA Standards are amended or modified such that an amendment to this Business Associate 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.

c. No Third Party Beneficiaries. Nothing express or implied in this Business Associate 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.

d. Primacy. To the extent that any provisions of this Business Associate Agreement conflict with the provisions of any other agreement or understanding between the parties (including but not limited to the Agreement), this Business Associate Agreement will control with respect to the subject matter of this Business Associate Agreement.

e. Applicable Law; Jurisdiction and Venue. This Business Associate Agreement will be governed by and construed in accordance with the substantive laws of the United States of America and the State of Connecticut. For the purposes of this Business Associate Agreement, each party hereby irrevocably, unconditionally and exclusively submits to the jurisdiction of the United States federal courts for the District of Connecticut and of the state courts in Fairfield County, Connecticut, and irrevocably agrees that all actions or proceedings arising out of or relating to this Business Associate Agreement will be litigated exclusively in such courts. Each party hereby expressly submits to the exclusive personal jurisdiction of and venue in such courts for the limited purposes of any suit, action or other proceeding (whether at law, in equity, or otherwise) relating to this Business Associate Agreement, and expressly waives any claim of improper venue and any claim that any such court is an inconvenient forum.

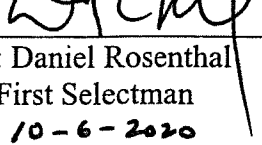
f. Notices. Any notice to be given under this Business Associate Agreement to a party shall be given in the manner specified in Article XXI of the Agreement, provided that a copy of all notices to Business Associate shall be sent to Business Associate's address to Attn.: Nuvance Health Privacy Officer.

g. Counterparts. This Business Associate Agreement may be executed (including via electronic signature) in more than one counterpart, each of which is an original and all of which, together, constitute one and the same instrument. Once this Business Associate Agreement has been executed and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email) by both parties, this Business

Associate Agreement will be effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

IN WITNESS THEREOF, the Newtown Volunteer Ambulance Association, Inc., Agent of the TOWN, acting by and through its President, Malcolm McLachlan, duly authorized, and the Town of Newtown, acting by and through its First Selectman, Daniel Rosenthal, duly authorized, and Western Connecticut Health Network Affiliates, Inc., acting by and through Steve Rosenberg, Senior Vice President & Chief Financial Officer, Nuvance Health, duly authorized, have hereunto set their hands on the dates set forth below.

TOWN OF NEWTOWN

By: 
Name: Daniel Rosenthal
Title: First Selectman
Date: 10-6-2020

NEWTOWN VOLUNTEER AMBULANCE ASSOCIATION, INC.

By: _____
Name: Malcolm McLachlan
Title: President
Date: _____

WESTERN CONNECTICUT HEALTH NETWORK AFFILIATES, INC.

By: _____
Name: Steve Rosenberg
Title: Senior Vice President & Chief Financial Officer, Nuvance Health
Date: _____