



MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made as of this first day of July 2014, by and between **VINTECH MANAGEMENT SERVICES, LLC**, a Connecticut limited liability company, whose address is 16 Bird Street, Torrington, Connecticut 06790 (**Vintech**), and **THE TOWN OF CANTON**, a Connecticut corporation, whose mailing address is P.O. Box 168, 4 Market Street, Collinsville, CT 06022 (**The Town of Canton**).

WITNESSETH:

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

WHEREAS, The Town of Canton provides emergency medical services for its service area staffed by trained volunteers and The Town of Canton is duly licensed by the State of Connecticut to provide such services; and

WHEREAS, The Town of Canton desires to retain Vintech to provide EMT personnel to augment volunteer staffing of The Town of Canton.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Vintech and The Town of Canton agree as follows:

- 1) **Management Service Provider**. The Town of Canton does hereby appoint Vintech as its exclusive management service provider to provide paid Vintech EMT personnel for the area it serves during the term of this Agreement. Vintech has complete discretion and the sole right to decide which of its employees will be assigned to The Town of Canton and the area served by The Town of Canton subject to Right of Refusal (Section 13).
- 2) **Services Provided**. The Town of Canton agrees to purchase Vintech's services on the following terms and conditions:
 - a) **Contracted Services**: The Town of Canton agrees to purchase EMT services from Vintech on a scheduled basis as follows: 120 hours per week on the following days for each week for the term of this Agreement (subject to cancellation terms in Section 5): Monday through Friday, 6:00 a.m. to 6:00 p.m. ("Contracted Services"). Hours for Contracted Services will be billed at the Contracted Services Rate as defined in Section 6(a) and in Exhibit "A".
 - b) **Non-Contracted Service**: The Town of Canton agrees to purchase EMT services from Vintech for any hours in excess of the Contracted Services ("Non-Contracted Services") shall be billed at the Non-Contracted Services Rate as defined in Section 6(a) and in Exhibit "A".
- 3) **Vintech's Duties and Responsibilities**. Vintech agrees to:
 - a) Provide proof of current State of Connecticut EMT certification of all employees staffed at The Town of Canton. All Vintech personnel who are stationed at The Town of Canton shall have medical control authorization through Sponsor Hospital and only provide care at the EMT level in accordance to Sponsor Hospital protocols. All personnel shall also possess all other licenses and certifications necessary to perform EMT services for The Town of Canton under this Agreement;

- b) Provide a schedule of employee hours, with detailed billing to The Town of Canton;
- c) Ensure that all Vintech personnel performing services for The Town of Canton use their best efforts to act according to The Town of Canton's standard operating procedures manual during assigned shifts, so long as a copy of such manual is provided in advance to Vintech. The Town of Canton will notify Vintech if it has an issue with Vintech personnel not acting in accordance with any policies or procedure set forth in The Town of Canton's manual. The Town of Canton will provide a description of the issue and recommendations that would fix the issue. After notification, both parties agree to work in good faith with the other party to resolve any such issues and Vintech will take appropriate action against Vintech personnel, if warranted. Except as otherwise provided in this Agreement, Vintech has sole discretion to discipline its employees as it sees fit;
- d) Provide a time clock or other time-keeping system for payroll purposes, if Vintech employees are held past their scheduled shift, time cards (or e-time cards) will reflect the ambulance case number for verification;
- e) Implement employee policies and have sole responsibility for: (1) hiring, (2) payroll, (3) compensation, (4) overtime, (5) benefits (including, but not limited to, worker's compensation), (6) tax consequences, (7) all other costs or other obligations to personnel provided under this Agreement, as well as (8) termination of personnel providing services pursuant to this Agreement;
- f) Discipline Vintech employees, according to Vintech's policies and procedures and within Vintech's discretion, for any known incidents that The Town of Canton makes Vintech aware, any violations of Vintech's policies and procedures, or other violations of applicable federal, state, or local laws, regulations, rules, or protocols;
- g) Maintain and provide proof of workers' compensation insurance on all personnel in an amount required by state law;
- h) Maintain and provide proof of general liability and professional liability (malpractice) insurance in an amount no less than two (2) million dollars (\$2,000,000) per occurrence and not less than two (2) million dollars (\$2,000,000) in the aggregate; and excess (umbrella) liability of not less than five (5) million dollars (\$5,000,000).
- i) Provide Vintech uniforms for employees (which consist of a job shirt and a polo shirt).

4) **The Town of Canton Duties and Responsibilities.** The Town of Canton agrees to:

- a) Provide all equipment required for pre-hospital care at The Town of Canton current level of certification/licensure, including, but not limited to, radios, ambulance and medical equipment. All ambulance vehicles shall be marked, supplied and equipped as required by the Connecticut Department of Public Health and otherwise complies with all state, federal and local laws and regulations regarding ambulance vehicles. All ambulances and equipment upon which Vintech personnel will be rendering services pursuant to this Agreement shall comply with any applicable safety standards, receive proper and regular maintenance and service, and be kept in good, safe, working order. Upon twenty-four (24) hours notice, the Town of Canton shall provide Vintech each ambulance's maintenance records, maintenance schedule or other such maintenance-related documentation upon request. Vintech shall also have the right to inspect the ambulances, as Vintech reasonably requests, to ensure The Town of Canton's compliance with this Paragraph;

- b) Make its facilities, excepting any private or business-related offices, available for use by personnel providing services under this Agreement. The Town of Canton will provide Vintech employees with appropriate quarters to stay while not working on emergency responses. Vintech certifies that the current quarters as they exist are appropriate for the scope of work outlined in section 2(a). If permanent changes to this scope of work are added Vintech will reevaluate quarters to ensure proper conditions exist (for example: in the event that overnight shifts are permanently added, sleeping quarters for male and female would have to be provided);
 - c) Provide access to a computer with internet capabilities to access electronic time cards and web scheduling program;
 - d) The Town of Canton will make best effort to Inform Vintech within 24 hours of all claims, lawsuits, threatened litigation, incidents, accidents or unusual occurrences involving Vintech or its personnel as related to Vintech's performance under this Agreement;
 - e) Vintech employees are permitted to use the towns' vehicles, facilities, equipment, etc. as needed to perform their duties on behalf of the town;
 - f) Be responsible for any and all billing The Town of Canton may choose to perform for its ambulance services;
 - g) Notify Vintech of all instances where The Town of Canton feels that a Vintech employee needs to be disciplined for any reason. The Town of Canton may suggest appropriate discipline to Vintech and Vintech shall have the right to approve or disapprove of the suggested discipline. Vintech shall have the sole discretion to discipline Vintech employees as Vintech sees fit, except under urgent circumstances. Urgent circumstances may include instances where The Town of Canton needs to issue immediate discipline to avoid harm to persons or property. The Town of Canton understands and agrees that Vintech has the sole ability to terminate Vintech employees and that if termination of the Vintech employee is the desired disciplinary measure, then this must come from Vintech and not from The Town of Canton, even under urgent circumstances.
 - h) The Town of Canton shall provide a certificate evidencing comprehensive general liability insurance policies for real and personal property and bodily injury coverage, upon the request of Vintech. Such certificate shall provide that the policy shall not be cancelled or terminated with less than thirty (30) days advance written notice to Vintech
- 5) **Term of Agreement/Termination**. This Agreement shall commence as of July 1, 2014 and shall terminate on June 30, 2017. Notwithstanding the foregoing, either party may cancel this Agreement at any time with or without cause by giving the other party at least sixty (60) days written notice. A non-defaulting party may also declare this Agreement void and of no further force and effect immediately upon the provision of written notice to the defaulting party:
- a) If a party shall fail to provide or pay for the services required to be performed hereunder or otherwise fail to meet or perform any of its obligations hereunder;
 - b) If any party to this Agreement fails to maintain its required licenses, permits or certifications necessary to do business;
 - c) If any party to this Agreement is excluded from the Medicare or Medicaid programs or convicted of a criminal offense related to any federal or state health care program;

- d) If any party to this Agreement (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (v) has an involuntary bankruptcy petition filed against it; or
- e) If any of the representations and warranties of any party as set forth in this Agreement shall be false or misleading in any material respect.

6) Costs and Terms of Payment.

- a) The Town of Canton will pay Vintech an hourly rate for Contracted Services ("Contracted Services Rate") and Non-Contracted Services ("Non-Contracted Services Rate") as follows and shown in Exhibit "A":

The Town of Canton will pay Vintech an hourly base rate of \$22.03/hr, for all Contracted and Non-Contracted Services from July 1, 2014 to June 30, 2015. The Town of Canton will pay Vintech an hourly rate of \$22.47/hr, for Contracted Services from July 1, 2015 to June 30, 2016. The Town of Canton will pay Vintech an hourly rate of \$22.92/hr, for Contracted Services from July 1, 2016 to June 30, 2017. If a Vintech employee "holds over" or extends his hours beyond his or her Contracted Services, the Town of Canton agrees to pay Vintech a corresponding hourly base rate for such extension.

- b) If Contracted Services or Non-Contracted Services are for hours worked on holidays, The Town of Canton will pay Vintech an hourly rate equal to 1.5 times the base rate. Holidays include Easter Sunday, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day ("Holidays"). Premium holidays, Christmas Eve and New Years Eve beginning at 18:00 hours until 00:00 hours, Christmas Day, and New Years Day will be billed at a rate of \$44.06/hr ("Premium Holidays").
- c) The Town of Canton will make monthly payments in advanced for the contracted services to Vintech on or before the thirtieth (30th) day from the date of invoice. A default interest charge of one and one-half percent (1.5%) per month will accrue on all unpaid balances after the thirtieth (30th) day from the date of such invoice.
- d) Vintech will invoice The Town of Canton monthly for employees held over in the prior month due to late calls, "hold overs" or extensions
- e) Vintech will invoice The Town of Canton monthly for Non-Contracted Services for the prior month. The late charge and default interest rate set forth in 6(c) hereof shall apply to any amounts not paid by The Town of Canton to Vintech on or before the thirtieth (30th) day from the date of the monthly invoice. Failure by The Town of Canton to pay invoices, late charges and default interest in accordance with the foregoing may result in Vintech's immediate termination of this Agreement after fifteen (15) days' notice, in Vintech's discretion.
- f) Except as set forth in Paragraph 5, The Town of Canton may reduce its hours for Contracted Services if more volunteers become available. Notification of such reduction must be given by The Town of Canton and received by Vintech at least 7 days (one week) prior to the previously scheduled shift. Vintech will credit The Town of Canton for any such reductions the next billing period.

- g) Except as set forth in Paragraph 5, the Town of Canton will pay Vintech for all hours it has requested if a Vintech personnel has reported to the ambulance site and the employee is sent home by the Canton Fire/ Ambulance officer. Vintech will bill the town at an appropriate hourly rate as determined by provisions of 6(a) and 6(b).
- 7) **Independent Contractor.** The relationship of Vintech to The Town of Canton in the course of the performance of its duties pursuant hereto is that of an independent contractor and nothing contained in this Agreement shall be construed to constitute The Town of Canton as a partner, joint venture or employee of Vintech. Neither party shall have the powers to bind or obligate the other except as set forth in this Agreement.
- 8) **Employment Relationship.** It is expressly understood and agreed upon by both parties that all employees under this Agreement are Vintech employees, and are not employees of The Town of Canton. It is not the intent of the parties to create a joint employment relationship with respect to personnel providing services hereunder and The Town of Canton shall not exercise control over the employees of Vintech. ***Vintech, as an independent contractor, shall be exclusively responsible for: hiring, firing, paying and determining the rate of pay, disciplining and otherwise managing and exercising control over Vintech employees.***
- 9) **Standard Operating Procedures Manual.** All Vintech employees will read and sign an acknowledgment that they have read, understand, and agree to act according to The Town of Canton's Standard Operating Guidelines, subject to the provisions of this Agreement.
- 10) **Activation Time.** All Vintech employees will maintain activation times equal to or less than two (2) minutes for at least 95% of all EMS calls. Any activation time exceeding three (3) minutes will be documented. "Activation time" is defined as the interval between (1) the end of the dispatch announcement and the acknowledgement of the emergency via whatever appropriate means (i.e., radio, telephone) and (2) the Response. "Response" is defined as notification to the Dispatch Center that the ambulance/fly car is enroute to the call. The time of dispatch is measured from the end of dispatch announcement.
- a) In the event a Vintech Employee is not on the premises at the Canton Memorial Ambulance headquarters and The Town of Canton misses a call, Vintech will pay The Town of Canton the sum of \$500.00 for the missed call. This will be reimbursed during the next invoice period.
- 11) **Medical Control.**
- a) All Vintech employees assigned to work at The Town of Canton must have current medical control as set forth in paragraph 3(a). Vintech hereby agrees to provide The Town of Canton with proof of each assigned employee's medical control authorization and Vintech shall keep The Town of Canton apprised of the status of each Vintech employee's medical control, including, but not limited to, promptly notifying The Town of Canton of any action threatened or taken on a Vintech's employee's medical control authorization, whether resulting from an incident occurring while on assignment at The Town of Canton or otherwise.
- b) The Town of Canton reserves the right to change its Sponsor Hospital at any time during this Agreement and shall notify Vintech promptly in the event that it elects to do so.

12) **Operating License.**

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

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

14) Indemnification.

- a) Vintech agrees to indemnify and hold harmless The Town of Canton and all their employees, volunteers and agents from any and all claims, causes of action, injuries and damages arising from the negligent or intentional misconduct or failure of performance of any Vintech employee during the course of their performance of this Agreement, including but not limited to all damages and attorney's fees incurred by The Town of Canton.

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

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

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

If to
Vintech Management Services, LLC:

16 Bird Street
Torrington, CT 06790
Phone: 860-496-8199
vintech@vintechems.com

If to
The Town of Canton:

P.O. Box 168
4 Market Street
Collinsville, CT 06022

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


- 18) **Waiver or Breach.** The waiver by either party or a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.
- 19) **Assignment.** This Agreement shall be binding upon and inure to the benefit of Vintech and The Town of Canton and their respective successors and assigns. Each party may not assign its interest in this Agreement without the other party's written consent.
- 20) **Severability.** The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- 21) **Applicable Law.** This Agreement shall be governed by the laws of the State of Connecticut, including any laws that direct the application of the laws of another jurisdiction.
- 22) **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes and replaces any and all previous understandings, written or oral, regarding the subject matter of this Agreement. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- 23) **Construction.** Section headings herein are for convenience only and shall not affect the construction thereof.
- 24) **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.
- 25) **Further Assurances.** The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of this Agreement.
- 26) **Construction.** This Agreement is subject to applicable state and federal laws and regulations and shall be construed so as to be consistent with the parties' obligations thereunder. In the event that any provision hereof is adjudged to any extent to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
- 27) **Regulatory Changes.** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the

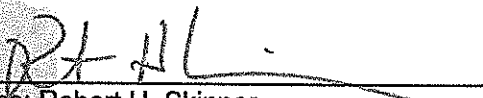
requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

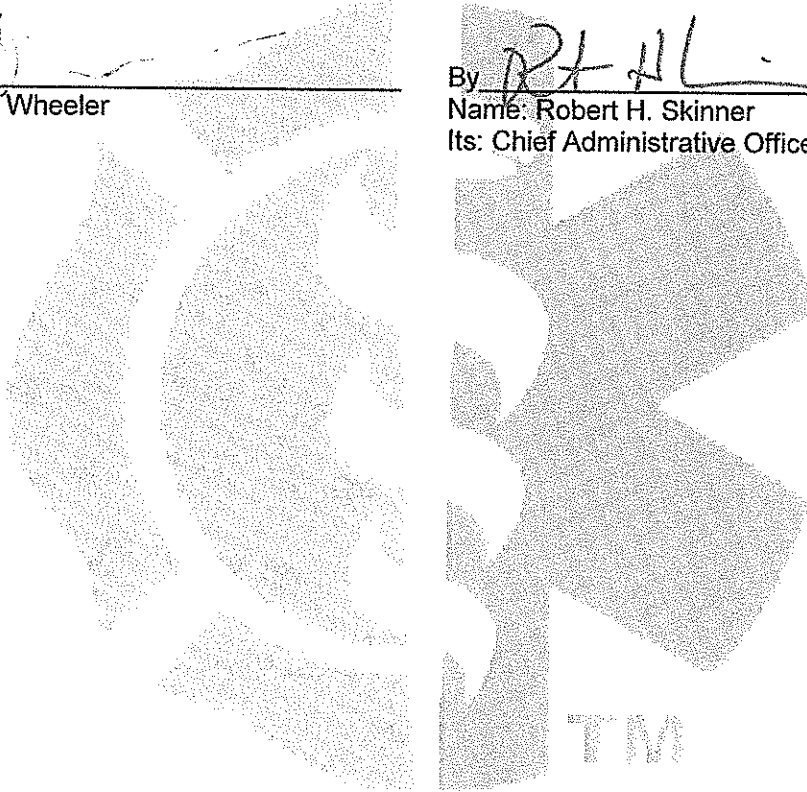
IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

Vintech Management Services, LLC

The Town of Canton

By 
Name: Vincent Wheeler
Its: President

By 
Name: Robert H. Skinner
Its: Chief Administrative Officer



**Exhibit A
Rate Schedule**

Date	Hourly Rate (Contracted)	Holiday Hourly Rate	Premium Holiday Hourly Rate (Christmas Eve and New Years Eve beginning at 18:00 hours until 00:00 hours, Christmas Day, and New Years Day)	Non- Contracted (additional coverage with less than two weeks notice but more than 48 hours)	Premium (additional coverage with less than 48 hours notice)
July 1, 2014 to June 30, 2015	\$22.03	\$33.05	\$44.06	22.03 \$33.05 <i>RHS</i>	22.03 \$44.06 <i>RHS</i>
July 1, 2015 to June 30, 2016	\$22.47	\$33.71	\$44.94	22.47 \$33.71 <i>RHS</i>	22.47 \$44.94 <i>RHS</i>
July 1, 2016 to June 30, 2017	\$22.92	\$34.38	\$45.84	22.94 \$34.38 <i>RHS</i>	22.94 \$45.84 <i>RHS</i>