

Item 14

**2014 AMENDED AND RESTATED GOVERNING AGREEMENT
FOR PROVIDING ADVANCED LIFE SUPPORT
EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF GREENWICH
AND
GREENWICH EMERGENCY MEDICAL SERVICE, INCORPORATED
("GEMS")**

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EXHIBITS

A. INSURANCE REQUIREMENTS

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~~2014 2001~~ AMENDED AND RESTATED
GOVERNING AGREEMENT FOR PROVIDING ADVANCED
LIFE SUPPORT EMERGENCY MEDICAL SERVICES
BY AND BETWEEN
THE TOWN OF GREENWICH
AND
GREENWICH EMERGENCY MEDICAL SERVICE,
INCORPORATED ("GEMS")

I. PARTIES

This Amended and Restated Governing Agreement (the "Agreement"), dated as of the 1st day of July, ~~2001~~ 2014 and effective for the ~~eight (8)~~ five (5) contract years of July 1, ~~2001~~ 2014 through June 30, ~~2009~~ 2019 and any extension as provided in section XXI hereof, is entered into by and between the Town of Greenwich (hereinafter referred to as "TOWN"), a municipal corporation, acting herein for the inhabitants within the territorial limits comprising the TOWN, within the County of Fairfield and State of Connecticut, having its offices at Town Hall, 101 Field Point Road, Greenwich, Connecticut 06830, acting through ~~Dr. Robert L. Ailleo~~ Robert F. Carangelo, Esq., Chairman of the TOWN Board of Health, who acts solely for said TOWN Board of Health and without personal liability to himself, duly authorized, and GREENWICH EMERGENCY MEDICAL SERVICE, INCORPORATED ("GEMS") (hereinafter referred to as "PROVIDER"), a not-for-profit Connecticut corporation certified by the State of Connecticut as an advanced life support paramedic emergency medical service, having its principal place of business and office at 1111 East Putnam Avenue, Riverside, Connecticut 06878, acting through ~~Richard Stefani~~ John R. Raben, its Chairperson, who

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acts herein solely for PROVIDER and without personal liability to himself, duly authorized by PROVIDER's Board of Directors.

II. DEFINITIONS

Unless otherwise defined herein, all technical terms and abbreviations used herein that are related to emergency medical services shall, where those same terms are defined in Chapter 368d of the Connecticut General Statutes (hereinafter referred to as "Statutes") or Title 19a-179-1 et seq. of the Regulations of Connecticut State Agencies (hereinafter referred to as "Regulations"), have the same meaning as set forth in the Statutes and Regulations.

III. PREAMBLE

WHEREAS, the history of this Agreement between the TOWN and PROVIDER originated with an initial agreement dated November 16, 1989, which was extended to June 30, 1994 by addendum dated June 30, 1990, followed by a subsequent agreement dated July 1, 1994 ~~and then~~ by a Governing Agreement dated July 1, 1996, followed by a subsequent agreement dated July 1, 2001 and by an Amended and Restated Governing Agreement that was amended by an Amendment Number One dated July 1, 2009 ("Governing Agreement"); and

WHEREAS, the Governing Agreement expires June 30, 2004~~2014~~; and

WHEREAS, the TOWN, through its Board of Health, by resolution dated ~~March 27, 2004~~September 30, 2013, desires to extend and modify the Governing Agreement, as provided herein, in order to enable PROVIDER to continue to provide

advanced life support emergency medical services for the TOWN for the period of July 1,
~~2001-2014~~ through June 30, ~~2009~~2019; and

WHEREAS, the TOWN also desires that PROVIDER continue its interaction with numerous TOWN departments and human service organizations through, among other things, its education and training programs and its recruitment of community members for volunteer services to the TOWN; and

WHEREAS, PROVIDER is fully certified, maintains the necessary equipment and has trained personnel for performing advanced life support emergency medical services as set forth herein; and

WHEREAS, PROVIDER wishes to perform these services as well as the education, training and volunteer services it presently provides to the Greenwich community as a whole; and

WHEREAS, to facilitate PROVIDER's fundraising efforts and strategic planning as a provider of advanced life support emergency medical services, it is in PROVIDER's best interest to extend the Governing Agreement with the TOWN and amend and restate the Governing Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, PROVIDER hereby covenants and agrees to and with TOWN, to provide services as set forth in this Agreement as follows:

IV. SCOPE OF SERVICE

1. PROVIDER shall provide trained personnel, appropriate facilities and necessary equipment for the efficient, effective and coordinated delivery of an emergency

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medical service system to comply with Statutes and Regulations within the TOWN, on a twenty-four (24) hour, seven (7) day-a-week basis for the term of this Agreement; in addition PROVIDER may, if and to the extent permitted by applicable law and resources, (a) ~~continue to be able~~ to provide certain non-emergency services including, but not limited to, such related medical care services as non-emergency ambulance transportation, either on its own, through one or more subsidiaries, through participation in a joint venture or otherwise for the purpose of generating income for PROVIDER in order to reduce the TOWN's appropriations to PROVIDER hereunder; and (b) provide management and/or consulting services to other communities and providers of emergency ambulance transportation, either directly, through one or more subsidiaries, through participation in a joint venture or otherwise, for the purpose of generating income for PROVIDER in order to reduce the TOWN's appropriations to PROVIDER hereunder.

2. PROVIDER shall be solely responsible for providing designated response services, at the mobile intensive care-paramedic level ("MIC-P") of service for the primary service area ("PSA") to comply with the Statutes and Regulations.

3. PROVIDER shall continue its training and education programs in the schools, at other TOWN departments and at TOWN businesses and other institutions. PROVIDER shall continue to assist such TOWN departments as Planning and Zoning, Traffic Engineering, the Board of Education and Parks and Recreation, as well as the area's community service organizations and nursing homes. PROVIDER shall provide volunteer participation in the performance of PROVIDER's emergency medical services ("EMS") and its various education and training programs. PROVIDER shall continue in

its commitment to providing the TOWN with the best available quality of EMS and EMS-related services on a non-profit basis.

4. PROVIDER shall maintain the status of a not-for-profit Connecticut corporation in good standing.

5. Nothing herein contained shall preclude PROVIDER from delivering EMS to neighboring communities on a mutual, stand-by, back-up basis; nor shall PROVIDER be precluded from providing emergency transportation from Greenwich to facilities outside Greenwich under appropriate circumstances or in accordance with the Statutes and Regulations.

V. PERFORMANCE REQUIREMENTS

During the terms of this Agreement (including any extensions and renewals thereof), PROVIDER shall provide sufficient ambulance and crew to effect performance criteria of an average of an eight (8) minute or less response time for each station set forth in section VI hereof for up to three (3) simultaneous calls for advance life support ("ALS") code 20 level service.

PROVIDER shall endeavor to maintain the same response time as is presently being maintained, i.e., five (5) minutes response time or less for ~~seventy to seventy-five~~ seventy-five percent (~~75%-70%-75%~~) of total ALS code 20 level service calls throughout the TOWN.

PROVIDER shall not be considered as failing to meet this response time requirement if (1) PROVIDER is given an incorrect address to which to respond; (2) weather conditions, road and/or traffic conditions at the time of the call are so severe as

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to impede an ambulance's progress; (3) while traveling to the scene of an emergency, the ambulance is involved in a traffic accident of such nature and severity as to prevent it from reaching its destination; (4) in the event of a major disaster, riot, civil disturbance or act of God; (5) when making a request for ambulance service, the requesting party specifically states that no emergency exists and that there is not need for emergency response; (6) PROVIDER is dispatched on a non-emergency basis or while on route on an emergency basis, PROVIDER is instructed to revert to a non-emergency response basis.

PROVIDER shall employ and manage sufficient number of qualified certified and/or licensed ambulance personnel to comply with the terms of section VI of this Agreement and Statutes and Regulations.

PROVIDER shall cooperate with appropriate TOWN departments and authorities.

PROVIDER shall conduct ongoing public education programs, and shall keep the TOWN Director of Health (hereinafter "DIRECTOR") apprised of the same. The program recommendations made by the TOWN Director of Health DIRECTOR shall be considered by PROVIDER in the development of the ~~have the right to make recommendations from time to time on the form and content of these programs.~~

PROVIDER shall provide the ~~TOWN Director of Health~~ DIRECTOR and TOWN Comptroller with copies of all mutual aid agreements and insurance certificates on a yearly basis.

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PROVIDER shall ~~require~~ assure courteous and professional conduct of all personnel and conduct ~~continuing up-to-date~~ training for personnel who are part of the EMS system in the TOWN.

PROVIDER shall, upon request, provide the ~~TOWN Director of Health~~ DIRECTOR with reasonable access to all state and local vehicle registrations, certificates or permits if applicable, personnel certifications and/or licenses and other such information ~~and/or documentation which the PROVIDER is required to obtain and maintain by the Statutes and Regulations. may be required for the PROVIDER to have.~~

PROVIDER shall comply with all Statutes, Regulations, ~~and policies and/or~~ procedures of the ~~State of~~ Connecticut Department of Public Health, the Southwest Regional EMS Council or its successor, and the TOWN.

PROVIDER shall encourage volunteerism.

VI. LOCATION, VEHICLES AND STAFF

PROVIDER shall maintain at a minimum ~~three-four (3)-(4)~~ strategically located MIC-P ambulance stations for advanced life support ("ALS") and basic life support ("BLS") within the TOWN with, at a minimum, the following vehicles and staff seven (7) days per week, 24 hours per day for the term of this Agreement:

Current Station #1 – Greenwich Hospital

1 paramedic, 1 EMT or EMT-I

1 primary ambulance unit (ALS),

~~1 back-up ambulance basic life support ("BLS")~~

Current Station #2 – 1111 East Putnam Avenue, Riverside

1 paramedic, 1 EMT or EMT-I

1 primary ambulance unit (ALS),
~~1 back-up ambulance unit (BLS)~~

training center and administrative offices

Current Station #3 – Art Barn, 143 Lower Cross Road

1 paramedic, 1 EMT or 1 EMT-I

1 primary ambulance unit (ALS),
~~1 back-up ambulance unit (BLS)~~

Current Station #4 – 1327 King Street

1 paramedic, 1 EMT or 1 EMT-I

1 primary ambulance unit (ALS)

PROVIDER shall also maintain three (3) back-up ambulance units (BLS) to back up the system.

ALS, Advanced life support level service, of either paramedic level service or intermediate EMT-I level service (emergency medical technician – intermediate) shall be configured to provide responses of the following general types: cardiopulmonary resuscitation (CPR), splinting, bleeding control, administration of oxygen and intravenous administration solutions, shock trousers, airway procedures interventions on an EMT-I level with additional ability to medicate and intubate tracheally and defibrillate on a paramedical level.

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BLS, Basic life support level service – EMT (emergency medical technician), shall be configured to provide responses of the following general types: non-invasive services such as cardiopulmonary resuscitation (CPR), administration of oxygen, splinting, administering basic first aid and bleeding control.

In the event it becomes necessary or desirable for PROVIDER to relocate one or more of the present stations, PROVIDER shall consult with and obtain the approval of the ~~TOWN Director of Health~~ DIRECTOR or, in his/her absence, the Chairperson of the Board of Health concerning the adequacy of alternate sites prior to finalizing any decision thereon.

Should two (2) primary (ALS) ambulances be out at ~~on~~ one time, there shall be a backup system ~~for a fourth~~ plan to obtain a fourth basic life support ambulance ~~to be available~~ within 15 minutes after the second primary (ALS) vehicle responds to a call. The purpose is to maintain and provide a backup system for the third primary (ALS) ambulance so that there are two (2) available and strategically placed, manned ambulances to respond to any additional calls.

In the case of any proposed material change in the above staffing, number of current ambulance stations or number of ambulances located at each station PROVIDER shall promptly notify the office of the TOWN First Selectman and ~~TOWN Director of Health~~ the DIRECTOR. ~~The TOWN Director of Health~~ As an agent of the Town, The DIRECTOR shall be responsible for the reproduction and delivery of any notices, correspondence or reports received by him/her from PROVIDER should copies of same be required by other TOWN officials, agencies, boards or committees, unless otherwise

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provided for in this Agreement. No such change shall be made, however, unless (1) PROVIDER receives written approval in advance from the TOWN Board of Health and First Selectman, for a temporary change, until PROVIDER is able to seek and obtain an additional appropriation to remove the necessity for requesting the change, which, if granted, shall be added to PROVIDER'S compensation and communicated through the TOWN-DIRECTOR of Health or (2) this Agreement is amended.

VII. INDEPENDENT MEDICAL SUPERVISION

During the term of this Agreement (including any extensions or renewals thereof), PROVIDER agrees: to comply with the directives of the Emergency Medical Services Medical Director (which provide medical oversight, supervision and direction to the PROVIDER) appointed by Greenwich Hospital (approved by the Connecticut Department of Public Health as the sponsor hospital to the PROVIDER); to consider the implementation of quality control measures proposed from time to time by the DIRECTOR TOWN-Director of Health and to meet with the DIRECTOR TOWN-Director of Health periodically, as often as reasonably requested, to discuss issues of medical quality control, or any issue reasonably related to PROVIDER'S performance under this Agreement.

VIII. COMPLAINTS – PROCEDURES TOWARD RESOLUTION

In the event there is a complaint concerning the standard of care afforded by PROVIDER, or a written complaint concerning other matters, made to either TOWN or

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PROVIDER which cannot be promptly resolved by the Executive Director of PROVIDER, the following procedure to resolve any such complaint shall be adhered to:

If to TOWN – Complaint(s), if any, received by TOWN officials, Town agencies, boards or committees shall be initially referred to the TOWN Director of Health DIRECTOR for forwarding for resolution to the Executive Director of PROVIDER for resolution and who shall immediately send forward a copy of to the Chairman of PROVIDER’S Board of Directors. The Executive Director of PROVIDER shall advise the TOWN Director of Health DIRECTOR as to the status of resolution, in writing, within thirty (30) days from PROVIDER’S receipt of notice of any such complaint. If not resolved within said thirty (30) day period, the complaint shall be taken up by PROVIDER’S Board of Directors or Executive Committee for appropriate action. PROVIDER shall notify the TOWN Director of Health DIRECTOR once such a complaint is resolved.

If to PROVIDER – Complaint(s), if any, if not promptly resolved by the PROVIDER’S Executive Director to the reasonable satisfaction of the Complainant within ten (10) days after receipt, shall be submitted to PROVIDER’S Board of Directors or Executive Committee for resolution with a copy of said submission (notice) to the TOWN Director of Health complaint(s) or notice to the DIRECTOR. Once resolved, the TOWN Director of Health DIRECTOR shall be notified.

IX. COMMUNICATIONS

During the term of this Agreement PROVIDER shall maintain communications with E-911 system and the 800 megahertz system as well as any other

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replacement system instituted by the TOWN. TOWN has previously provided and installed at its cost the equipment necessary to provide communications with the 800 megahertz system. Maintenance of such equipment, beyond vendor warranty coverage, and removal and reinstallation to different vehicles shall be the responsibility of PROVIDER at its cost and expense. All such equipment purchased by the TOWN shall remain the property of the TOWN and shall not be encumbered. Such equipment may at any time during the term of this Agreement be secured by state and local uniform commercial code (U.C.C.) filings which PROVIDER hereby agrees to execute upon request of TOWN. Any new equipment or replacement equipment purchased by PROVIDER shall remain the property of PROVIDER.

X. SUBSTANCE TESTING

All employees of PROVIDER shall have a pre-employment substance test and shall be subject to random substance testing to the extent allowed by law.

XI. DIRECTORS

PROVIDER hereby agrees to notify the ~~Town Director of Health~~ DIRECTOR of information not less than twenty-one (21) days prior to its Annual Meeting for the election or re-election of its Board of Directors, during the term of this Agreement, of the nominees to be presented at the Annual Meeting for election to its Board. The ~~TOWN Director of Health~~ DIRECTOR shall be free to submit additional names of Board candidates for consideration by PROVIDER. It shall not be necessary for PROVIDER to submit in advance the names of those nominated to serve or fill vacancies in Board membership during the interim period between PROVIDER'S Annual

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Meetings. (For the purpose of this paragraph, it is understood that the terms of approximately one-third (1/3) of PROVIDER'S Board of Directors expire each year.) Any proposed change in the by-laws of PROVIDER which would change the term of office of PROVIDER'S Board of Directors as a whole shall be communicated in writing to the ~~TOWN Director of Health~~ DIRECTOR ~~at least twenty one (21) days prior to any vote or institution of any such proposed change~~ within a reasonable time period prior to any vote or proposed change. Board Directors other than PROVIDER'S employees shall be volunteers and shall receive no compensation for their service as Board Directors.

XII. QUARTERLY REPORTING AND FINANCIAL ACCOUNTABILITY

1. During the term of this Agreement, PROVIDER shall submit the following written reports (in a form and substance adequate for review ~~mutually acceptable to the TOWN Department of Health and PROVIDER~~) ~~to the TOWN Director of Health~~ DIRECTOR on a quarterly basis, as soon as practicable, but not later than the 20th day following the end of the quarter:

a. Quarterly and cumulative statements of revenues (which include disclosure of revenues received directly by PROVIDER and revenues received from subsidiaries, joint ventures or otherwise), charitable donations received and earnings (quarterly and year-to-date statements), present year compared to prior year concerning both quarterly and cumulative statements.

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b. Quarterly and cumulative statement of actual vs. budgeted expenses; present year compared to prior years concerning both quarterly and cumulative statements.

c. Quarterly and cumulative statements of operating statistics both collectively and by station, including total number of emergency calls dispatched and maintained as code 20; ~~total number of emergency calls dispatched and maintained as code 20~~ with response time in excess of eight (8) minutes; average response time for total number of calls and a comparison to the previous year, same period, for these statistics.

d. Manpower and staffing statistics report on a quarterly basis showing staffing levels in all medical and non-medical categories both paid and volunteer. ~~on a category by category basis, i.e., a quarterly report detailing the total number of employees and volunteers by category as follows:~~

~~(1) Paid paramedic staff~~

~~(2) Paid EMT staff~~

~~(3) Paid non-medical staff~~

~~(4) Medical volunteer staff (paramedics and EMTs)~~

~~(5) Clerical volunteer staff~~

e. All reports shall include revised estimates as appropriate.

f. All reports shall include written explanations as to material variances from budget and prior year's experience.

The Executive Director of PROVIDER or his/her designee shall be available; upon ~~not less than five (5) business days' notice~~ reasonable notice from the

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~~TOWN Director of Health~~ DIRECTOR, to make an oral presentation of the results of each quarter of operations to the TOWN Board of Health at a regularly scheduled monthly Board of Health meeting.

2. PROVIDER shall provide quarterly financial reports adequate for accounting review to the Board of Estimate and Taxation of the TOWN (hereinafter "BET") of the types provided in 1.a. and 1.b. above, balance sheets comparing the current year to the prior year and copies of financial information submitted by PROVIDER, its subsidiaries and joint ventures to the State of Connecticut for rate increases.

3. PROVIDER agrees to provide to ~~TOWN Director of Health~~ the DIRECTOR and BET a certified financial statement (in duplicate), audited by an independent certified public accountant within ~~seventy-five (75)~~ninety (90) days after the end of its current May 1 through April 30 fiscal year or any other fiscal year from time to time in effect. PROVIDER further agrees to submit to the ~~TOWN Director of Health~~ DIRECTOR a copy of all quarterly and annual reports required to be filed with the State of Connecticut Department of Public Health pursuant to Statutes and Regulations.

4. The financial reporting provided in this section shall, together with budget assumptions for the ensuing fiscal year, form the basis of the request for compensation for the ensuing fiscal year by PROVIDER to the TOWN Board of Health, BET Budget Committee, BET and Representative Town Meeting (hereinafter "RTM") commencing at the beginning and continuing through the budget cycle of the TOWN. The request for compensation by the PROVIDER to the TOWN shall be consistent with pertinent income and expense statements and balance sheets submitted by PROVIDER and approved by

the State of Connecticut in rate approvals to provide operating revenues directly to PROVIDER or indirectly through income from PROVIDER's subsidiaries, joint ventures or otherwise. In the PROVIDER's compensation request to the TOWN, all such budgeted operating revenues and income to PROVIDER from whatever source shall be applied to meet budgeted operating expenses for the ensuing fiscal year. PROVIDER may in its discretion budget fund raising revenues and other forms of capital contributions to deferred capital expense funds that will not be totally expended during the ensuing fiscal year. During the course of any current fiscal year, all such actual operating revenues and income to PROVIDER from whatever source shall be applied to meet actual operating expenses for the current fiscal year. The surplus, if any, of all such actual operating revenues and income over actual operating expenses shall be applied as provided in section XVI of this Agreement. PROVIDER agrees to permit the TOWN to make an inspection of its books and records at any time upon reasonable notice.

XIII. POSITION OF EXECUTIVE DIRECTOR

Annually dDuring the term of this Agreement upon the request of the DIRECTOR, PROVIDER, through its Board of Directors or Executive Committee, agrees to present to the DIRECTOR TOWN Director of Health, not less than thirty (30) days prior to the end of PROVIDER's fiscal year, any material changes in the an updated written job description and list of objectives of the position of the Executive Director of PROVIDER. The PROVIDER Board of Directors or Executive Committee will give written notice and description of any material changes in Executive Director job description and objectives to the DIRECTOR a reasonable amount of time before the

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changes take effect in order to allow review and comment by the DIRECTOR, ~~from that~~
~~most recently filed with the Director.~~ Upon thirty (30) days' written notice to
PROVIDER's Chairperson the Chairman of the Board of Health may request a written
statement of performance by the PROVIDER'S Board of Directors or Executive
Committee of the Executive Director as it relates to the job description and objectives.
~~review of the performance of the Executive Director during the prior fiscal year and a~~
~~detailed list of objectives to be accomplished during the next fiscal year of PROVIDER,~~
~~as well as a resume of the incumbent Executive Director detailing ability to perform in~~
~~accordance with the job description.~~ Such job description, objectives and written
performance review and resume shall be kept on file at the principal office of
PROVIDER. Upon request, the Executive Committee of the Board of Directors of
PROVIDER shall meet with the DIRECTOR and the Chairperson of the TOWN Board of
Health to discuss in detail the results of said review.

If, in the opinion of the Board of Directors of PROVIDER, a need occurs to fill
the position of Executive Director of PROVIDER, the following agreed upon guidelines
shall be used by the PROVIDER:

1. Promptly create an Executive Director Search Committee.
2. Review the aspects of the Executive Director's job duties and
responsibilities as they relate in regard to administrative guidance, leadership and liaison
coordination skills, as well as EMS knowledge and input.

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3. ~~Open-Market~~ the position's opening to potentially interested and qualified individuals; ~~solicit~~solicit resumes from health care and EMS professionals and organizations.

4. Actively advertise the job position widely and ~~insure-use all that all~~ appropriate types of professional job search procedures ~~advertising media are used~~ (for example, ~~EMS and health care media, professional and business media, and northeast regional media~~).

5. Ensure that the position selection and interview process is fair and unbiased.

Upon request, PROVIDER shall keep the ~~TOWN Director of Health~~ DIRECTOR apprised of progress throughout the selection process and make notification when a candidate is chosen.

XIV. VOLUNTEER RECRUITMENT

As PROVIDER acknowledges that volunteerism is a major component of a fiscally and functionally efficient operation, PROVIDER covenants to maintain volunteer recruitment as one of its highest priority items and to continue to implement its volunteer recruitment program ~~subject to guidance from the TOWN Director of Health~~ on an ongoing basis.

PROVIDER also agrees to make all reasonable efforts to maintain a volunteer coordinator. The Executive Director of PROVIDER shall, upon request, report ~~to the results of maintaining said volunteer coordinator position on a quarterly basis~~ efforts of recruiting and maintaining a volunteer base quarterly to the TOWN Board of Health at its

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regularly scheduled monthly meeting ~~during said quarter~~. Said report shall be in writing and shall detail progress being made to attract more volunteers along with any other information deemed reasonably appropriate or desirable by PROVIDER or the TOWN in regard to volunteerism.

XV. FUNDRAISING

PROVIDER agrees to continue to encourage fundraising for, among other things, the purchase of, or to help offset the purchase costs of ambulances and other capital equipment. In so doing, PROVIDER agrees to disclose in its quarterly and annual financial statements the operating results of its fundraising program.

XVI. BUDGET SURPLUS

In the event fundraising efforts, volunteer recruitment efforts, capital donations or other ways or means of increasing income or decreasing expenses result in a year end monetary surplus, after being applied to current year expenses, such surplus funds, including those accumulated by PROVIDER hereto date, will be used as follows:

Any surplus of unrestricted funds will be deposited, first, in a capital equipment fund to the extent necessary to meet budgeted capital expenditures for the next fiscal year, and then to an endowment fund to support or improve PROVIDER's operations. Any surplus beyond that amount reasonably necessary, in the opinion of the Board of Directors of PROVIDER, to fund future capital expenditures or necessary for its endowment fund, will be deemed to be a credit against the cost of providing

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future EMS services to the TOWN, or if this Agreement is terminated before any such credit is fully utilized, will be repaid to the TOWN.

XVII. (A) CURRENT STATION #43 LOCATION (Art Barn 1327 King Street); (B) PERMANENT STATION #2 LOCATION; (C) PROTECTION OF AMBULANCES

(A) PROVIDER currently makes use of a ~~part of the Art Barn facilities~~ trailer purchased with TOWN funding to temporarily house staff ~~located at 143 Lower Cross Road 1327 King Street as its current~~ now known as Station #3-4 Location, which use thereof PROVIDER acknowledges is revocable "at will" by the TOWN, in whole or in part. The TOWN and PROVIDER agree to continue to work together to attempt to meet PROVIDER's needs to ~~bring that portion of the Art Barn used by PROVIDER up to applicable building code standards, to construct closed garage space to house PROVIDER's ambulances in garages or other covered protected spaces and to construct suitable and affordable permanent suitable quarters in the future~~ to house the Station #3-4 staff. Such use of the trailer and property shall not be revoked, however, unless the TOWN has found suitable replacement facilities or provided PROVIDER with the necessary funding to lease such replacement facilities, or unless the TOWN determines that retention of a Station #3-4 is no longer necessary.

(B) It is for the benefit of PROVIDER and the TOWN to have a permanent location for Station #2 and PROVIDER's administrative offices. Accordingly, the TOWN and PROVIDER shall continue their efforts to find a suitable and affordable permanent Station #2 location. If within twelve (12) months of the end of the existing lease between PROVIDER and the owner of Station #2, ~~which lease expires September~~

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30, 2004, a suitable and affordable permanent Station #2 location has not been found, then PROVIDER shall have the right to enter into a new lease at existing Station #2 on such terms and conditions as PROVIDER is able to negotiate, or at another location reasonably distant from existing Station #2 upon terms and conditions reasonably comparable to those then made available by the owner of the existing Station #2. TOWN acknowledges that any such rent payable by PROVIDER by reason of the need for PROVIDER to lease at existing Station #2 or at another location shall become part of the operating budget of PROVIDER that will be presented to the TOWN.

(C) To the extent alternate facilities can be located or existing facilities improved, the TOWN and PROVIDER agree to use their best efforts to cause PROVIDER's ambulances to be housed in garages or other covered, protected areas.

XVIII. GREENWICH HOSPITAL AGREEMENT

PROVIDER shall, from time to time, update in writing its memorandum of agreement with the Greenwich Hospital Association, Inc. or an affiliate. PROVIDER will submit a copy of any such agreement then in effect, with PROVIDER's fiscal, year-end financial statements. Each such updated memorandum of agreement shall be presented to the TOWN Director of Health DIRECTOR for review and advice comment if needed.

XIX. COMPLIANCE WITH LAWS AND DIRECTIVES

PROVIDER agrees to comply in every respect with Statutes and Regulations, and any other applicable federal, state and TOWN laws, ordinances and authorized legal directives.

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XX. COMPENSATION

1. Except as otherwise provided herein, all costs of provision of services covered by this Agreement are the sole responsibility of PROVIDER. All revenues to be derived therefrom in charges to patient users of such emergency medical service are the sole property of the PROVIDER, except as noted in this Agreement. All billing done by or on behalf of PROVIDER to persons receiving services from PROVIDER shall adhere to all legal and procedural requirements to ensure direct payment to PROVIDER by group hospital or medical expense insurance policies. PROVIDER may charge and be reimbursed for services provided to TOWN employees injured during the course of their employment and for services provided to persons eligible for Medicaid or general assistance and as otherwise provided by law.

2. The TOWN shall pay PROVIDER on a semi-annual, or other mutually agreed upon basis, for the services provided under this Agreement. Such payments, for the term of this Agreement, are subject to appropriation by the BET and the RTM. There shall be no obligations for additional payments by the TOWN except as are expressly approved by adequate appropriation by all required TOWN boards and commissions including appropriation by the RTM. The annual fixed payment shall be based on a July 1 to June 30 fiscal year.

~~The payment for the first year of this Agreement shall be as follows:~~

~~FIXED PAYMENT ANNUAL~~

~~July 1, 2001 through June 30, 2002 \$1,473,818~~

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3. The yearly dollar amount paid by the TOWN for the succeeding years of this Agreement shall be reached based on the compensation request submitted by the PROVIDER which shall be in the form and content as requested by the BET for major service contract budget presentations and shall contain such reasonable additional PROVIDER information as is requested by the TOWN First Selectman or BET. The yearly compensation request shall include PROVIDER'S internal detailed budget estimate of expenses for the ensuing fiscal year compared with budgeted and actual expenses of the current year, specified by major object code. Line items for necessary detail, contain an updated EMS plan, table of organization and list any changes in personnel. The compensation request shall be reviewed by the Board of Health, presented to the First Selectman and is subject to review and as recognized by the TOWN, approved by the BET and RTM during the TOWN budget process, which shall be conclusive and final as to the fixed payment for the ensuing fiscal year unless the Board of Directors or Executive Committee of PROVIDER notifies the TOWN in writing prior to the July 1 start of the ensuing fiscal year that the fixed payment as approved by the TOWN is insufficient to meet the obligations of the PROVIDER set forth in this Agreement for the ensuing fiscal year. In the event of such notification, the PROVIDER shall use best efforts to continue to provide the services required in this Agreement for a period of time during the ensuing fiscal year commencing on July 1 and calculated as follows:

a. The fixed payment for the year prior to the ensuing fiscal year shall be divided by 365 days to reach a per diem rate for the services of PROVIDER.

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b. The appropriation approved by the TOWN for the ensuing fiscal year shall be divided by the per diem rate calculated in a. above to determine the number of days that PROVIDER shall continue to provide the services called for in this Agreement, at the end of the last day of which this Agreement shall terminate but not later than June 30 of the ensuing fiscal year, unless the TOWN and PROVIDER resolve the fixed payment amount through an interim appropriation acceptable to PROVIDER and approved by the BET and RTM prior to such termination.

c. Nothing herein contained shall preclude PROVIDER's Board of Directors from requesting additional compensation from the TOWN through interim appropriations during the course of any fiscal year if deemed necessary to meet unanticipated or emergency operating expenses.

Annual appropriations shall be released by the BET in two substantially equal installments following BET receipt and review of satisfactory financial statements from PROVIDER. Such semi-annual installments shall be paid by TOWN to PROVIDER by not later than July 7 and January 5 of each year in accordance with budget resolutions of the TOWN following receipt by the TOWN of a properly completed invoice, which PROVIDER shall undertake to provide the TOWN not later than fourteen (14) days prior to the due date of any installment, it being the intent of the TOWN and PROVIDER that PROVIDER receive these semi-annual payments on the first business day following July 1 and January 1 of each year, time being of the financial essence to PROVIDER. Said financial statements must be submitted by PROVIDER to the BET at least one (1) week prior to the June and December BET meetings. These financial statements shall be in

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addition to those required under section XII of this Agreement and PROVIDER shall detail any material increases or decreases in expenses and revenues from those shown in the budget for the comparable period or periods.

XXI. TERM OF AGREEMENT

The Governing Agreement, as amended and restated herein, is hereby extended and restated for ~~an eight (8)~~ a five (5) year period, commencing at 12:00 A.M. on July 1, ~~2001-2014~~ and terminating at 11:59 P.M. on June 30, ~~2009~~2019. This Agreement, as subsequently amended and restated from time to time, may be extended by the TOWN for additional periods of one (1) year to five (5) years, under substantially the same terms and conditions. On or before September 1, ~~2008~~2018, the TOWN shall notify PROVIDER in writing as to its intention either to allow this Agreement to expire on June 30, ~~2009~~2019 or to extend this Agreement for a term to be set forth in such notice. On or before April 1 of each year in which an extended term ends, the TOWN shall also notify PROVIDER in writing as to its intention either to allow this Agreement to expire on the following June 30 or to extend this Agreement for a term to be set forth in such notice. If this Agreement is then in effect and if the TOWN does not so notify PROVIDER this Agreement shall terminate as of June 30, ~~2009~~2019 or on June 30 of the final year of any such extended term, as the case may be.

Notwithstanding the preceding paragraph, PROVIDER shall have the right to terminate this Agreement upon its June 30, ~~2009~~2019 original expiration date or upon any June 30 thereafter, upon not less than 180 days written notice to TOWN, if the Board of Directors of PROVIDER determines that (a) PROVIDER's financial condition is, or

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will become, too adverse to enable PROVIDER to perform its obligations to the TOWN on the basis required by this Agreement or (b) provisions of this Agreement require further amendment and TOWN and PROVIDER fail to reach agreement on such amendments by the April 1 following such written notice to TOWN from PROVIDER. During the period following such written notice from PROVIDER to TOWN, TOWN and PROVIDER shall use their best efforts to negotiate mutually acceptable amendments, but if such amendments have not been agreed to by the April 1 following such written notice, PROVIDER can terminate this Agreement effective the following June 30 by a second written notice to TOWN given by the April 15th following the first written notice. The PROVIDER will be responsible for notifying the Connecticut Department of Public Health of its intent not to serve the PSA.

XXII. MAINTENANCE OF RECORDS

PROVIDER shall maintain accurate and complete records of (1) emergency medical service calls and (2) complaints. Said call records shall include a call form containing:

- (a) the date and time of receipt of call by PROVIDER from 911 dispatch;
- (b) the location of the call;
- (c) the time of activation of the responding vehicle (dispatch);
- (d) call classification (ALS vs. BLS);
- (e) the en route time;
- (f) the time of arrival of said vehicle at the scene;

- (g) patient confidential information to include *name of patient, *address, *medical status, *vital signs, *chief complaints and *disposition;
- (h) the destination of the patient if service is provided;
- (i) mileage;
- (j) *medical status at time at arrival at destination;
- (k) services performed;
- (l) supplies and equipment expended; and
- (m) operational complaint records, if any, shall include a list of monthly complaints.

*Confidential information noted by asterisks.

Said records shall contain sufficient information to allow a post-incident audit by the ~~TOWN Director of Health~~ DIRECTOR or his/her designee shall be kept on file according to the laws for record retention, and shall be made available upon request, provided, however, that PROVIDER shall be entitled to delete from such records any information necessary to protect the confidentiality of its patients prior to the inspection by the ~~TOWN Director of Health~~ DIRECTOR.

XXIII. REPOSITORY STATE LICENSES, ETC.

The PROVIDER shall be the repository of proof of all state and local licenses, permits, certificates and personnel certifications and licenses obtained by and/or required of PROVIDER. A copy of same shall be made available for ~~inspection-review~~ by the ~~TOWN Director of Health~~ DIRECTOR if requested. A copy of same will be delivered, upon request, to the ~~TOWN Director of Health~~ DIRECTOR.

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XXIV. DISPOSITION OF EQUIPMENT

In the event, for any reason, this Agreement shall terminate, the PROVIDER's ambulances and the equipment therein then useable for providing emergency medical services shall be donated by PROVIDER by deed of gift or other appropriate form of conveyance to a tax-exempt organization under the Internal Revenue Code, recommended by PROVIDER's Board of Directors and designated by the TOWN, in each case by not later than thirty (30) days after termination by written notice from each to the other. Such organization shall be licensed/certified by the ~~State of Connecticut~~ Department of Public Health and such equipment shall be used to provide the services formerly provided to the TOWN by PROVIDER under this Agreement. If no such licensed or certified tax-exempt organization so qualifies, then such ambulances and equipment therein then viable for providing emergency medical services may, at the option of the TOWN, after giving consideration to the advice of PROVIDER's Board of Directors, be so donated by PROVIDER to a TOWN paramedic and emergency medical technician governmental entity approved to provide such emergency medical services by the ~~State of Connecticut~~ Department of Public Health. If after ninety (90) days following termination neither such tax-exempt organization nor the TOWN qualifies to provide emergency medical services, as aforesaid, or if any such tax-exempt organization so designated or the TOWN is not to receive all the other capital and equipment owned by PROVIDER, the PROVIDER's Board of Directors shall distribute such remaining capital and equipment to or liquidate it for the benefit of and distribute the net proceeds to one or more tax-exempt organizations under the Internal Revenue Code primarily serving

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residents of the Town of Greenwich. It is agreed that the present and any after-acquired capital assets of PROVIDER are not to be liened, hypothecated, pledged or otherwise encumbered during the term of this Agreement or any extensions or renewals thereof. This paragraph shall not be deemed to prohibit the leasing of equipment deemed necessary for operations, or purchase money financing incurred for the acquisition of assets and equipment secured solely by the item so acquired. In the event of such termination and disposition of equipment, PROVIDER shall wind up its affairs in accordance with laws governing tax-exempt, not-for-profit corporations.

XXV. INSURANCE

PROVIDER shall maintain general liability, automobile liability, excess liability, workers' compensation and employer's liability, medical malpractice and professional liability insurance as set forth in Exhibit A attached hereto. Insurance coverages shall include not only employees of PROVIDER but also volunteers who provide ambulance duties or services to PROVIDER. Said insurance coverage may be reviewed periodically for upward and downward adjustment by the TOWN Risk Management Director~~Comptroller~~ and PROVIDER. In the event of disagreement between the TOWN Risk Management Director~~Comptroller~~ and the PROVIDER, the determination of the TOWN Risk Management Director~~Comptroller~~ shall be binding on the PROVIDER, provided that in such instance the TOWN shall reimburse PROVIDER for any increased premium caused by an upward or extended adjustment beyond the types and amounts of insurance specified in this Agreement. No downward adjustment in

the current insurance coverages provided for in Exhibit A can be made without the consent of PROVIDER.

PROVIDER shall provide certificates of such insurance to the TOWN and agent/broker letter acceptable to the Town on the TOWN's form annually and at any other time, upon reasonable request from the TOWN. Additionally, copies of the pertinent policies of insurance shall be furnished upon request. The termination or lapse of any proper and effective insurance policy at any time during the course of this Agreement without comparable replacement thereof shall be considered a breach by PROVIDER of this Agreement.

XXVI. INDEMNIFICATION

The PROVIDER shall defend, indemnify and save harmless the TOWN and its officers, agents, servants and employees (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorneys' fees, on account of bodily injury, sickness, disease, death or other damages, or workers' or unemployment compensation claims and damages or injury or damage to or destruction of any property asserted against, incurred by or otherwise sustained by any Indemnified Party, directly or indirectly arising out of, relating to or in connection with the services of the PROVIDER required by this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default by the PROVIDER, its officers, agents, servants, volunteers or employees, any of its subsidiaries or joint

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venturers or, except as provided below, any Indemnified Party and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, provided, however, that PROVIDER (including PROVIDER's insurance carrier) shall have the right to select an experienced defense counsel to defend and to control the defense and settlement of any claim or proceeding for which indemnification is sought hereunder, and PROVIDER assumes and agrees to pay for the defense by such counsel and related costs and expenses. Notwithstanding the foregoing, PROVIDER shall not be required to indemnify and save harmless the Indemnified Parties from and against any such liabilities, judgments, awards, losses, damages, costs and expenses (including reasonable attorneys' fees accrued on behalf of an Indemnified Party) found by a judgment entered against an Indemnified Party or a settlement consented to by an Indemnified Party to have been occasioned by the acts or omissions of any Indemnified Party, other than for contractual acts or omissions that occurred or are alleged to have occurred in connection with an Indemnified Party's contractual, supervisory responsibilities for PROVIDER's performance of its obligations required by this Agreement. The TOWN shall provide prompt written notice to PROVIDER of any such claims served upon the TOWN.

XXVII. REMEDIES FOR BREACH OR DEFAULT BY PROVIDER – TERMINATION

In the event that the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the PROVIDER shall breach in any material respect any of the covenants, agreements or stipulations of this Agreement, the TOWN shall have the right to terminate this Agreement and notify the Connecticut

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Department of Public Health of its intended action. Such right shall be in addition to the termination provided in section XXI hereof, the right of unilateral termination provided for in section XXI hereof and automatic termination which shall occur in the event PROVIDER, for any reason, ceases operations.

In the event of such default or breach, the TOWN shall exercise its right to terminate this Agreement by giving written notice of its intention to terminate in ninety (90) days. Said notice shall specify the reason for said termination. PROVIDER shall have thirty (30) days (or such greater period of time as may be specified in writing by the TOWN) after receipt of said notice to undertake substantial correction of the specified failure or violation. Upon failure to so correct to the reasonable satisfaction of the TOWN within the time specified by the TOWN, the TOWN, in discussion with the Connecticut Department of Public Health, may forthwith obtain alternative emergency medical service and PROVIDER shall cease and desist from responding to calls at such time as PROVIDER is informed by the TOWN and the ~~State of Connecticut~~ Department of Public Health that an alternative emergency medical service system is in place, provided this Agreement shall remain in full force and effect through the date of any such termination.

In the event of termination of this Agreement, PROVIDER shall be entitled to payment as set forth in section XX pro-rated to the date of termination.

The failure of the TOWN to invoke any remedy available to it shall not constitute a waiver of its right to so respond to the same or similar violation in the future. The selection of a remedy other than termination shall not bar the TOWN from

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subsequently terminating this Agreement, for the same cause or for related or unrelated causes, whether arising before, at the same time as or after the cause resulting in use of a remedy other than termination under this section.

If this Agreement is terminated, the TOWN shall have the right to seek approval from the ~~State of Connecticut~~ Department of Public Health to reassign the TOWN's Primary Service Area (PSA). PROVIDER agrees to cooperate with and not contest the TOWN's reassignment of TOWN's the PSA from the Connecticut Department of Public Health.

XXVIII. PERSONNEL

PROVIDER represents that at all times it shall employ and staff all personnel required to perform the essential services under this Agreement including all those needed to be certified and licensed by the Connecticut Department of Health. Such personnel shall not be deemed to be employees of or have any contractual relationship with TOWN.

It is understood and agreed by the parties hereto that nothing in this Agreement shall be construed as conferring upon employees of PROVIDER municipal employee status, or any of the rights, privileges or obligations pertaining to such status.

PROVIDER shall be solely responsible for obligations concerning unemployment compensation, medical hospitalization and disability coverage for its personnel.

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XXIX. STATUS OF PROVIDER

PROVIDER shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the TOWN, its agencies, employees, agents and PROVIDER, its employees and agents.

PROVIDER assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. PROVIDER, its agents and employees shall not be entitled to any rights and privileges of TOWN employees and shall not be considered in any manner to be TOWN employees.

XXX. NOTICES AND COMMUNICATIONS

1. Unless otherwise provided by this Agreement all notices sent and communications, correspondence and inquiries made under or relating to this Agreement shall be satisfactory if mailed, delivered by hand with receipt obtained, sent by recognized national overnight courier with receipt obtained, or if sent by prepaid United States certified mail, return receipt requested, to:

In the case of the TOWN:

Greenwich Department of Health
Attention: Director of Health
Town Hall - 101 Field Point Road
Greenwich, Connecticut 06836-2540

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Unless otherwise provided for in this Agreement, it is the responsibility of the ~~TOWN~~
~~Director of Health~~ DIRECTOR to promptly forward copies of all such notices and
communications to the TOWN First Selectman and the Chairperson of the TOWN Board
of Health.

In the case of PROVIDER:

Greenwich Emergency Medical Service, Incorporated
Attention: Executive Director
1111 East Putnam Avenue
Riverside, Connecticut 06878

with a copy to the Chairperson of PROVIDER's Board of Directors or to such other
persons as the parties may designate in writing.

2. Notice concerning TOWN Board of Health and BET Budget Committee
meetings: The TOWN, through its Department of Health, shall advise the Executive
Director of PROVIDER of the TOWN'S and the Department of Health's budget schedule
on or about ~~August-September~~ 15 of each year that this Agreement is in effect and shall
invite the Executive Director of PROVIDER to meetings of the BET Budget Committee
of the TOWN and Board of Health when the emergency medical services budget is to be
discussed and reviewed to ascertain future fiscal needs to provide the services set forth
herein. The TOWN Department of Health will notify PROVIDER well in advance of
BET, BET Budget Committee, Board of Health and RTM meetings, ~~(including RTM~~
Committee meetings), when the emergency medical services budget will be discussed at
the request of the TOWN Department of Health and will submit to PROVIDER the
agenda material for discussion prior to those meetings which a representative of

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PROVIDER shall attend and submit proper supporting documentation at the request of the TOWN Department of Health. The TOWN Department of Health will provide a schedule of all meetings of the Board of Health to PROVIDER, listed above and will notify PROVIDER of any changes in said schedule and give notice as soon as practicable to PROVIDER's Executive Director or his/her designee when emergency medical services are known to be discussed as an agenda item and of requests for the Executive Director of PROVIDER or his/her designee to attend such meetings.

XXXI. ENTIRE AGREEMENT

The terms and provisions herein contained, including exhibits attached hereto, constitute the entire Agreement between the parties and shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. No change shall be made in this Agreement except changes of address, notice designations and the like, unless mutually agreed to in writing and signed by the duly authorized representatives of the parties hereto in which writing this Agreement shall be specifically referred to and any such variance or extension must be attached hereto and made a part of this original Agreement. If there is a conflict between this Agreement and the Governing Agreement the terms of this Agreement shall govern.

XXXII. SEVERABILITY

Nothing in this Agreement is intended to conflict with current State Statutes and Regulations or TOWN directives or applicable law. If the terms of this Agreement are inconsistent with existing directives or with applicable law, then those portions of this

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Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

XXXIII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, PROVIDER agrees:

(a) to comply with all provisions of the Connecticut Fair Employment Practices Act, including all standards and regulations which are promulgated by the government authorities which establish such acts and requirements, and all standards and regulations incorporated by reference;

(b) not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin;

(c) to state, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability or national origin.

XXXIV. DELEGATION AND ASSIGNMENT

PROVIDER may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of the TOWN First Selectman, Board of Health and the Connecticut Department of Public Health. Any attempted assignment or delegation in derogation of this paragraph shall be void.

All rights, responsibilities and obligations of the TOWN Director of Health DIRECTOR set forth herein may be exercised from time to time or assumed from time to time by the Chairman of the Board of Health, Vice Chairman of the Board of Health or a

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~~quorum of the Board of Health~~ when appropriate and when not in conflict with Statutes and Regulations, and in the interests of convenience and expediency, PROVIDER may utilize ~~either any~~ one of the foregoing from time to time to exercise such rights, responsibilities and obligations.

XXXV. EXECUTION

The parties hereto agree that any executed copy of this Agreement shall be deemed to be an original of this Agreement.

TOWN OF GREENWICH

Witness:

~~Lolly H. Prince~~ Peter Tesei
First Selectman

Witness:

~~Peter J. Crumbine~~ David Theis
Selectman

Witness:

~~Richard Bergstresser~~

Witness:

Caroline C. Baisley
Director of Health

Witness:

~~Vincent R. DeFina~~ Dr. Marilyn Ross Cahn
Vice Chairman of the
Board of Health

By: ~~Robert L. Ailleo~~

Robert F. Carangelo, Esq.

as Chairman of Its Board of Health

Its duly authorized representative

Date of Execution:

Effective as of July 1, ~~2001~~ 2014

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GREENWICH EMERGENCY MEDICAL
SERVICE, INCORPORATED

Witness:
Charlee Tufts
Executive Director, GEMS

Witness:
Charles B. Kaufmann, III, Esq.

By: ~~Richard Stefani~~ John R. Raben
as Chairman of its Board of Directors
(Duly Authorized)
Date of Execution:
Effective as of July 1, 20012014

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EXHIBIT A
INSURANCE REQUIREMENTS
AND
CERTIFICATE

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GEMS INSURANCE

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in this Agreement GEMS and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all contract operations.

- X A. General Liability, with minimum coverages for combined bodily injury and property damage liability of \$1,000,000 per occurrence \$10,000,000 general aggregate including:
 - X 1. Comprehensive General Liability including medical malpractice to the extent not covered in E below.
 - X 2. Town as additional insured.
- X B. Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles, comprehensive and collision coverage for the ambulances and contents.
- X C. Excess Liability, to coverages in A., B., D. (Employers Liability), and E., with minimum coverage of \$10,000,000 per occurrence and \$20,000,000 aggregate in umbrella form or such other form as approved by Town Risk Management Director.
- X D. Workers' Compensation with minimum coverages provided by Connecticut State Statutes and Employer's Liability \$2,500,000 for each accident and disease.
- X E. Professional Health Care Liability (including medical malpractice and professional liability to the extent not covered in A.), with minimum coverage as set forth for General Liability in A. above.
- X F. All Risk Commercial Property Insurance for building and personal property \$1,000,000.
- X F. **CERTIFICATE HOLDER: TOWN OF GREENWICH**
 ATTN: Risk Management Director
 101 Field Point Road, Greenwich, CT 06830.

The certificate of insurance form must be executed by GEMS agent/broker and returned to this the Town Risk Management Director. **The Acord form is accepted by the Town of Greenwich with the agent/broker letter in the form attached or such other form acceptable to the Town Risk Management Director.** Company name and address must conform on all documents including insurance documentation.

The certificate of insurance requires an original signature by the signing agent not a stamp or photo copy.

GEMS shall be responsible for maintaining the above insurance coverages in force to secure all of the obligations under the contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager of the Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current Connecticut White List of the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Joan T. Sullivan, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Authorized Representative for all companies listed in the Acord form