

Memorandum of Understanding
Between the
CITY OF TORRINGTON
And
TRINITY HEALTH OF NEW ENGLAND EMERGENCY
MEDICAL SERVICES, INC.

For valuable consideration, and by agreement of the Parties, the Memorandum of Understanding (MOU) between the City of Torrington (City) and Trinity Health of New England Emergency Medical Services, Inc. (Trinity) dated May 30, 2019, and attached hereto as Attachment A, is hereby extended as follows:

1. In accordance with Section I. TERM of the May 30, 2019 MOU, the parties agree that the MOU shall be extended for two (2) additional one (1) year terms commencing on June 1, 2023.
2. Section II.b) OBLIGATIONS OF TRINITY of the May 30, 2019 MOU, is amended by adding a minimum of one (1) BLS transport unit dedicated for emergency response within Torrington to be staffed 12 hours a day 7 days a week. This will begin on July 1, 2023. Trinity may operate under sponsor hospital of its choosing so long as it receives approval from the CT Department of Public Health. The remainder of the Section shall remain unchanged.
3. Section XI. a) FINANCIAL CONSIDERATIONS of the May 30, 2019 MOU, is amended by changing the first sentence thereof to provide that Trinity shall provide the services outlined in this MOU as extended for \$200,000.00 paid annually by the City of Torrington. The first year shall be prorated due to the start date of the additional ambulance being July 1, 2023. The payment in year 1 will be \$183,333.33. The remainder of the Section shall remain unchanged.
4. All other provisions of the said May 30, 2019, MOU which is extended herein remain unchanged unless inconsistent with the provisions hereof.

Dated at Torrington, Connecticut this _____ day of May_____, 2023.

City of Torrington

By_____

Elinor Carbone. Mayor

Trinity Health of New England

Emergency Medical Services, Inc.

By_____

ATTACHMENT A

Memorandum of Understanding
Between the
CITY OF TORRINGTON
And

TRINITY HEALTH OF NEW ENGLAND EMERGENCY MEDICAL SERVICES, INC.

This Memorandum of Understanding (MOU), made as of May 30, 2019, by and between the CITY OF TORRINGTON, hereinafter referred to as "the City" acting herein by its Mayor, duly authorized, and TRINITY HEALTH OF NEW ENGLAND EMERGENCY MEDICAL SERVICES, INC. herein "Trinity" a Connecticut corporation having a registered office and place of business at 15 West Dover Street, Waterbury, CT 06706 acting herein by Steven Schneider, MD its President, duly authorized, hereinafter referred to as "Trinity"

WHEREAS, the State of Connecticut, under the authority of Chapter 368d, Sections 19a- 175 through 19a-199, of the Connecticut General Statutes, hereinafter referred to as "CGS", as amended, established a policy for the development and regulation of emergency medical services; and

WHEREAS, pursuant to such policy, the State of Connecticut, through its Department of Public Health ("DPH"), Office of Emergency Medical Services, has promulgated regulations which 1) set standards for the operation of emergency medical services and invalid coach vehicles, 2) define and enforce circumstances under which emergency medical service shall be offered within the State of Connecticut, and 3) empower the Commissioner of Health to designate the primary emergency medical service Trinity at various levels; and

WHEREAS, pursuant to the applicable sections of Section 7-148 of the CGS, as amended, the City is empowered to protect the public health; and

WHEREAS, pursuant to the applicable sections of Section 7-148 of the CGS, as amended, the City is empowered to develop a municipal emergency medical services system; and

WHEREAS, the City is committed to promoting the fastest, most reliable response and highest quality EMS care to its citizens; and

WHEREAS, the parties agree that the Primary Service Area (PSA) and the Primary Service Area Responder (PSAR) assignment by the Connecticut Office of Emergency Medical Services at the First Responder, Basic Life Support (BLS) and Advanced Life Support (ALS) levels should ultimately be assigned to the City; and

WHEREAS, after the business transaction and assignment of Primary Service Area (PSA) and Primary Service Area Responder at all levels to Trinity, Trinity, the Primary Service Area Responder (PSAR) shall support the re-assignment of the Primary Service Area (PSA) and Primary Service Area Responder (PSAR) to the City as assigned by the Connecticut Office of Emergency Medical Services at the First Responder, Basic Life Support (BLS) and Advanced Life Support (ALS) levels. A dually signed letter of support, attached to this MOU, by both parties will be sent to OEMS along with the MOU to satisfy the requirements of the Trinity and the City Certificate of Need (CON) application; and

WHEREAS, the Trinity wishes to perform these services; and

WHEREAS, the City desires to have Trinity carry the obligation of responding to all EMS calls originating with the City; and

WHEREAS, the City agrees to authorize Trinity to perform such services; an

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Trinity hereby covenant and agree as follows:

I. TERM

This initial MOU shall be in effect for a term of four (4) years, commencing on June 1, 2019. Trinity shall have the option to extend the MOU for two (2) additional one (1) year terms. Such extension shall occur automatically unless Trinity serves notice to the City at least 180 days in advance of the expiration of ~~the~~ any extension that it elects not to extend, or unless the City, within one hundred eighty days prior to the end of the initial or any subsequent term, provides written notice to Trinity that this MOU will not be extended for another term. The requirements set forth in this MOU will go into effect immediately upon transfer of ownership and operations from Campion Ambulance to Trinity.

II. OBLIGATIONS OF TRINITY

- a) Trinity shall respond to all calls for emergency ambulance service within the limits of the City, by whomever made, and shall render ambulance service as necessary and in conformance with the City's established Local EMS Plan and criteria established herein. Trinity shall be called whenever an ambulance is to be called by or on behalf of the City. Such service shall be rendered by Trinity on a 24-hour-per-day, 7-day-per-week basis. These services may not be subcontracted or assigned without proper written approval from the City, except as allowed by recognized mutual aid protocols.
- b) A minimum level of one (1) BLS transport unit, one (1) ALS transport unit, and an ALS first response vehicle must be dedicated for emergency response within Torrington. These vehicles shall be staffed 24 hours a day/7 days a week. These units will be dedicated to 9-1-1 calls or any emergency ambulance request as defined by OEMS Regulations/Standards that is routed through the Torrington PSAP (Litchfield County Dispatch). If Trinity fails to meet the required performance measures identified in this MOU, the parties will meet to identify required corrective actions.
- c) If Trinity's performance measures decline, both parties agree to meet to discuss posting locations within the City.
- d) Dedicated resources shall not be used by Trinity for "routine" or other non-emergency transports.
- e) Trinity shall staff each ALS ambulance vehicle used to provide services in Torrington with a minimum of two (2) persons, with at least one crew member a licensed CT Paramedic and at least one CT certified Emergency Medical Technician; each BLS ambulance vehicle used to provide services in Torrington with a minimum of two (2) persons that are CT certified Emergency Medical Technicians; and each ALS First Response Vehicle with a licensed CT Paramedic. Trinity's personnel employed in the performance of this MOU shall meet all educational and training requirements as set out in the State Department of Public Health, Office of Emergency Medical Services and Northwest Connecticut Emergency Medical Services Council regulations and operate under the Charlotte Hungerford Hospital (Sponsor Hospital) as identified in the City's Local EMS Plan.

- f) Trinity shall maintain 24/7 Supervisor coverage to direct EMS response in the City of Torrington and serve as the initial point of contact for City Officials. The Director of Operations will be available as the main point of contact.
- g) Trinity shall ensure that the City is informed of any change in the persons acting as local Supervisor by supplying that person's title, qualifications, address, and telephone number to the Mayor, Chief of Police and Chief of Fire Services.
- h) Trinity will maintain a base of operations out of Torrington.
- i) The Torrington Fire Department personnel will not be used for non-emergency calls or routine transfers unless extenuating circumstances required TFD assistance.
- j) Trinity personnel shall replenish the City of any disposable medical supplies utilized for patient care on transported patients.

III. OBLIGATIONS OF THE CITY

- a) The City shall utilize Litchfield County Dispatch (LCD) as the Public Safety Answering Point (PSAP). The PSAP will continue to conduct Priority Dispatch EMD for all calls into the PSAP. All Dispatch information for Calls requesting Emergency Medical Services will be forwarded to Trinity dispatch via electronic link and followed up with phone or radio confirmation.
- b) The City will also undertake to use its best efforts to encourage its citizens to use 911 in medical emergencies. Additionally, the City agrees to work with Trinity in efforts designed to make residents and entities within Torrington familiar with Trinity's service.

IV. STANDARD OF CARE

- a) Trinity will continue to maintain a Computer Aided Dispatch monitor to view incident information. LCD will provide the dispatch information via a radio dispatch. Trinity will acknowledge receipt of the dispatch. If no response is indicated within 3 minutes, LCD will re-dispatch the incident. If no Trinity units have signed on within 5 minutes from the time of call, TFD will be dispatched as the supplemental first responder to all calls for service.
- b) Trinity shall respond to all emergency calls in Torrington and shall maintain a sponsor hospital relationship with Charlotte Hungerford Hospital, as spelled out the Local EMS Plan, throughout the period covered by this MOU, in conformance with DPH regulations.
- c) Trinity agrees to acknowledge and place itself under the direction of the incident commander or officer in charge of each call. Trinity and the City agree that the highest-level patient care practitioner on scene, and involved in patient care, shall assume the role of "Primary Caregiver" and will dictate patient care delivery. In the event that Supplemental First Responders and Trinity are on scene together, and hold equal EMS certifications, they shall work collaboratively, and the First Responders shall turn over care to Trinity.

- d) The parties recognize the Priority Dispatch EMD protocols as set forth in Paragraph V below, as the protocols to be followed for emergency medical dispatch personnel and all guidelines related to this MOU.
- e) Trinity shall comply with the response time requirements specified in the Local EMS Plan and reaffirmed in Section V of this MOU.
- f) Total Response time shall be defined as the time interval from the point at which the Trinity Ambulance Communications Center receives notification of the incident from LCD via CAD link until the unit arrives at the patient.

V. RESPONSE TIME REQUIREMENTS

- a) Calls that result in a "B", "C", "D" or "E" response status under the Priority EMD protocols shall be considered a Priority 1 response.
- b) All calls that result in an "A" response status under the Priority EMD protocols will be dispatched as a priority 2 response.
- c) Trinity response units shall maintain radio communication with the PSAP (LCD) and communicate their response to and arrival on scene to calls, as well as provide information as requested regarding their location, estimated time of arrival, etc. as requested.
- d) Trinity shall provide responses within the performance measures outlined in the plan and outline below:

Performance Measure	Description of Measure	Priority of Call	80% fractal Standard	90% fractal Standard
Total Response Time	Time of Call until arrival at the patient	Priority 1	390 Seconds 6.5 Minutes	480 Seconds 8 Minutes
		Priority 2	630 Seconds 10.5 Minutes	750 Seconds 12.5 Minutes

*****Note: All Priority One and Priority Two responses that occur during inclement weather conditions, high traffic volume and/or high call volume will be evaluated by the City on a per call basis, and will be compared against the City Units responding under the same conditions.***

VI. PERFORMANCE REVIEW

- a) A monthly fractal measure of response times shall be prepared by Trinity and provided to the City of Torrington in accordance with the Local EMS Plan. This report shall set forth the number of calls responded to in each response category and the actual 80% and 90% fractal response times.
- b) A formal monthly written report shall be prepared by Trinity and provided to the City of Torrington which includes the number and reasons of 9-1-1 calls Trinity passed on to another provider and the number and reasons of incidents involving a Fire Department Assist.
- c) Trinity will conduct a patient satisfaction survey on an ongoing basis that will elicit the level of satisfaction of the patient with customer service and performance of the EMS as a whole.
- d) Trinity will have a representative attend all Board of Public Safety meetings and submit a written report acceptable to the Board monthly.
- e) A committee comprised of representatives from the Torrington Fire Department, the Office of the Mayor, Trinity, and the Sponsor Hospital (as identified in the City of Torrington Local EMS Plan) will meet quarterly to evaluate the current EMS System against the performance measures identified within the Local EMS Plan. Recommendations for improvements or modifications to the delivery model will be made with the stated goal of providing the highest level of service to the City of Torrington. The Committee shall report the results of this process to the Board of Public Safety semi-annually at the January and July meetings.
- f) The parties to this document hereby agree to make available to each other, when requested, any and all supporting or related records involving any particular ambulance call, performance measure, or other matter relating to the EMS system,

VII. MUTUAL AID

- a) Trinity shall provide fire standby service at the request of the Chief of any of the City's fire departments or their duly authorized representative at no cost to the City. If while on standby for such occasions, Trinity is required to transport anyone, including an employee of or representative of the City (fire fighter, police officer, etc.), Trinity is permitted to bill for such service rendered.
- b) Both parties to this MOU shall endeavor to establish and maintain formal mutual aid agreements with Trinity services in the immediately adjacent towns. If Trinity needs to access mutual aid, it shall first contact adjacent towns and thereafter shall contact LCD, which serves as the regional CMED center.

- c) Trinity may utilize any resource for mutual aid for emergencies in any community, with the understanding that coverage of Torrington is established as quickly as possible in order to minimize response times and provide essential services. In the instances that an Ambulance that is dedicated to Torrington is deployed to other than a Torrington 911 Call or any emergency call as defined by OEMS that is routed through the PSAP, Trinity shall notify LCD immediately after deploying that ambulance and redeploy resources to maintain cover.
- d) In the event that Trinity does not have resources available to answer an emergency call in Torrington, it shall notify LCD who will assume responsibility for activating mutual aid requests. If Mutual Aid is required for any Priority 1 call, Torrington Fire Department shall be requested as a supplemental First Responder if available.
- e) In the event that Trinity anticipates an extended response to an emergency in Torrington, it reserves the right to activate mutual aid from another provider.

VIII. RELATIONSHIP OF THE PARTIES

- a) While engaged in carrying out and complying with the terms and conditions of this MOU, Trinity is an independent contractor and not an officer, employee, or agent of the City. Trinity shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City.
- b) It is mutually agreed that this is an MOU for services and not a contract of employment and that, as such, Trinity and its agents, servants, and/or employees shall not be entitled to any employment benefits from the Town.

IX. INSURANCE

- a) Indemnification: Trinity agrees to indemnify and hold the City, its officers, agents, servants, and/or employees free and harmless from any and all liability and claims for damages by reason of any personal injury or property damage arising out of Trinity's negligence or misconduct in performing its obligations under this MOU, or breach of the same.
- b) Liability Insurance Coverage: Trinity agrees that it will maintain in force during the term of this MOU, at its own expense, a liability insurance policy which will insure and indemnify Trinity and the City from any suits, claims, or actions brought by any person or persons and from all costs and expenses of litigation brought against the City for such injuries to persons or damage to property occurring during the term of this MOU or thereafter that result from Trinity's negligence or misconduct in performing its obligations under this MOU.

c) Proof of Insurance Coverage:

- i. During Term and After Termination of MOU: At all times during the term of this MOU, Trinity shall maintain on file with the City a specific insurance certification which names the City as additional insured as issued by the insurance carrier or carriers showing that the aforesaid policy is or was in effect in the amount herein provided. Said certificate shall be made available at the signing of this MOU.
- ii. Worker's Compensation: A certificate of insurance showing the force and limits of worker's compensation coverage shall also be furnished to the City.
- iii. Cancellation or Reduction of Policies: Trinity shall not cancel or reduce said insurance coverage. Trinity shall not have the right to perform such services under this MOU without effective insurance coverage as set forth herein.

X. NON-PERFORMANCE PENALTIES

- a) This MOU may be terminated for cause by either of the parties (the City or Trinity) upon thirty (30) days written notice for failure to maintain performance consistent with the terms of this MOU, providing the offending party has been formally notified in writing via certified US Mail to the location identified in section XV of this MOU, and the offending party has failed to take corrective actions to remedy the issue. The offending party will have thirty (30) days from the date of receipt of notice of offense to submit to the offended party demonstration of improved performance.
- b) If Trinity petitions any court for bankruptcy or reorganization or is placed under receivership, or if any assignment of its property shall be made for the benefit of creditors, or if 50 percent of the company is sold, or if any license or certification of Trinity for operation of ambulance services is revoked or rejected by a sponsor hospital or State Department of Public Health, Office of Emergency Medical Services or any other responsible regulatory agency, the City may lawfully, at its option, cancel this MOU.

XI. FINANCIAL CONSIDERATIONS

- a) Trinity shall provide the services outlined in this MOU without any compensation or stipend from the City of Torrington. All costs of provision of services covered by this MOU are the sole responsibility of Trinity. All revenues to be derived there from in charges to patient users of such ambulance service are the sole property of Trinity, except where specifically notified in this MOU. Trinity shall bill patient users directly in accordance with rates established by the State of Connecticut Department of Public Health, Office of Emergency Medical Services. Trinity may charge and be reimbursed for services provided to City employees injured during the course of their employment, and for services provided to persons eligible for Medicaid or General Assistance.

- b) It is not the intent of any of the parties to this MOU that any remuneration, benefit or privilege provided for or under this MOU shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliates, if any, or the purchase, leasing or ordering of any services other than the specific services described in this MOU. Any payments specified in this MOU are consistent with what the parties reasonably believe to be the fair market value of the services provided and are in accordance with 42 U.S.C. § 1320a-7b(b). Nothing in this MOU is intended or shall be construed to confer upon any person any remedy or claim as third-party beneficiary or otherwise.

XII. MUTUAL COOPERATION

- a) Trinity will participate in the following activities:
- i. Mass casualty planning for the City
 - ii. Public information and educational programs
 - iii. Public Safety Officer and employee in-servicing on EMS

XIII. SEVERABILITY

Nothing in this MOU is intended to conflict with current state or local directives or applicable law. If the terms of this MOU are inconsistent with existing directives or with applicable law, those portions of this MOU which are determined to be inconsistent shall be invalid; but the remaining terms and conditions of this MOU shall remain in full force and effect. If a court determines that any clause in this MOU is invalid, that clause will be reviewed and changed as necessary to achieve compliance with applicable law.

XIV. NOTICES

Official notices will be sent to:

For: Trinity

Steven Schneider, MD
President
Trinity Health of New England Emergency Medical Services, Inc.
15 West Dover Street
Waterbury, CT 06706

For: City

City of Torrington
Office of the Mayor
140 Main Street
Torrington, CT 06790-5425

{SIGNATURE PAGE TO FOLLOW}

ENTIRE AGREEMENT; AMENDMENT

This MOU constitutes the entire agreement between the parties and supersedes any and all other agreements, verbal or written. Any amendment to this MOU must be writing and agreed to by the authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the dates below written. Signed, sealed and delivered in the presence of:

CITY OF TORRINGTON

By: Elinor Carbone
Mayor Elinor Carbone
Its Mayor, Duly Authorized

5/30/2019
Date

TRINITY HEALTH OF NEW ENGLAND EMERGENCY MEDICAL SERVICES, INC.

By: Steven Schneider
Steven Schneider, MD
Duly Authorized Representative

5/30/2019
Date

STATE OF CONNECTICUT

SS: CITY OF TORRINGTON

COUNTY OF LITCHFIELD

On this 30th day of May 2019, before me, the undersigned officer, personally appeared MAYOR ELINOR CARBONE, who acknowledges herself to be the Mayor of the CITY OF TORRINGTON; a municipality, and that she as such officer, being authorized to do so, execute the forgoing instrument for the purpose therein contained by signing on the behalf of the CITY OF TORRINGTON.

In witness whereof, I hereunto set my hand.

Victor M. Muschell

Victor M. Muschell
Notary Public

~~My Commission expires:~~

Commissioner of the Superior Court

STATE OF CONNECTICUT

ss: Waterbury

COUNTY OF New Haven

On this 30th day of May 2019, before me, the undersigned officer, personally appeared Steven E. Schneider MD, who acknowledges himself ~~himself~~ to be the President of TRINITY HEALTH OF NEW ENGLAND EMERGENCY MEDICAL SERVICES, INC., a corporation, and that he/she as such officer, being authorized to do so, execute the forgoing instrument for the purpose therein contained by signing on the behalf of TRINITY HEALTH OF NEW ENGLAND EMERGENCY MEDICAL SERVICES, INC.

In witness whereof, I hereunto set my hand.

Victoria Cipriano

Notary Public

My Commission expires:

VICTORIA CIPRIANO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2022