

Minutes of the Town of Farmington
Special Town Council Meeting
February 2, 2015

Present:

Nancy W. Nickerson, Chair

Kathleen Eagen, Town Manager

Jon Landry

Peter M. Mastrobattista

Amy Suffredini

Meredith A. Trimble

Jon Vibert

A. Call to Order.

The Chair called the meeting to order at 7:00 p.m.

B. Pledge of Allegiance

The Council and members of the public recited the Pledge of Allegiance.

C. Public Comments

There were no public comments made.

D. Executive Session

Motion was made and seconded (Apuzzo/Trimble) to move to Executive Session at 7:04 p.m. with the Town Council and Town Manager present for discussion of the selection of a site or lease, sale or purchase of real estate.

The Council returned to Open Session at 7:15 p.m.

E. New Items.

1. To set a public hearing to consider the purchase of 8993 (Lot 45B-1) Walnut Farms Drive owned by the Estate of John K. Hanrahan and Property Exchange Agreement with Walnut Farms Village Association, Inc.

Motion was made and seconded (Apuzzo/Landry) to set a public hearing for February 10, 2015 at 7:00 p.m. in the Town Hall Council Chambers to consider the purchase of 8993 (Lot 45b-1) Walnut Farms Drive owned by the estate of John K. Hanrahan (3.57 acres) for a purchase price of \$275,000; and to consider the land swap between the Town of Farmington and the Walnut Farms Village Association of approximately 8,513 square feet to the Town of Farmington and approximately 8,618 square feet to the Walnut Farms Village Association.

Adopted unanimously.

2. To authorize the Town Manager to sign a one year contract extension with American Medical Response (AMR) of Connecticut, Inc. for ambulance services in Farmington.

Motion was made and seconded (Apuzzo/Landry) to approve the motion recorded with these minutes as Agenda Item E-2.

Adopted unanimously.

F. Adjournment

Motion was made and seconded (Apuzzo/Suffredini) to adjourn the meeting at 7:20 p.m.

Adopted unanimously.

Respectfully submitted,

Kathy Eagen, Town Manager

DRAFT

MOTION:

Agenda Item E-2

To authorize the Town Manager to sign the attached one year contract extension with American Medical Response (AMR) of Connecticut, Inc. for ambulance services in Farmington.

CONTRACT FOR AMBULANCE SERVICES

By and Between The

TOWN OF FARMINGTON, CONNECTICUT

AND

AMERICAN MEDICAL RESPONSE OF CONNECTICUT, INC.

January 2015

CONTRACT FOR AMBULANCE SERVICES

**By and Between
The Town of Farmington, Connecticut
and American Medical Response**

This agreement, made as of the 15th day of November, 2014, by and between the Town of Farmington, a municipal corporation with office at 1 Monteith Drive, Farmington, Connecticut 06032, respectively, hereinafter referred to as "the Town", and American Medical Response of Connecticut, Inc., a Connecticut corporation with offices at 117 East Aurora Street, Waterbury, Connecticut 06708, hereinafter referred to as "the Provider or AMR".

WHEREAS, the State of Connecticut, under to 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 provider at various levels; and

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

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

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

WHEREAS, with the Town's concurrence, the DPH has designated Provider as the Primary Service Area Responder for each Town in the category of Basic Transport Ambulance; and

WHEREAS, the Provider wishes to perform these services; and

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

WHEREAS, the Town has decided to authorize the Provider to perform such services.

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

I. TERM

This agreement shall be in effect for a period of one year from December 15, 2014, to December 15, 2015. This 1-year contract may be renewed, upon written agreement of the parties, for one additional 1-year period.

II. OBLIGATIONS OF THE PROVIDER

- A. The Provider shall respond to all calls from the Town for emergency ambulance service within the limits of the Town of Farmington, by whomever made, and shall render ambulance service as necessary and in conformance with the Town's established emergency response procedures (EMD Protocols) and criteria established herein. The Provider shall be called whenever an ambulance is to be called by or on behalf of the Town. Such service shall be rendered by the Provider 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 Town, except as allowed by recognized mutual aid protocols.
- B. Provider shall have not less than one fully staffed Basic Life Support Level ambulances dedicated to responding to calls in the Town of Farmington, twenty four hours a day, three hundred and sixty five days a year and an additional, second ambulance dedicated to responding to calls in the Town of Farmington weekdays (excluding federal and/or state holidays) during the peak 10-hours of call volume.
1. Resource Deployment --- One BLS ambulance will be primarily assigned to Farmington on a 24/7 basis. This unit will be dedicated to 911 calls or any emergency ambulance request as defined by OEMS Regulations/Standards that is routed through the Farmington PSAP.
 2. The second BLS ambulance shall also only be used for 911 calls or any emergency ambulance request as defined by OEMS that is routed through the Farmington PSAP. This unit will be staffed Monday

through Friday (excluding federal and/or state holidays) during the peak 10 hours of call volume for each day as mutually agreed to by the Town and AMR.

3. AMR Ambulances will be posted at locations in Town in order to minimize response times. These posting locations will be reviewed periodically and may be changes based on AMR needs as well as available supporting data.
 4. Dedicated resources shall not be used by AMR for "routine" or other non-emergency transports.
 5. The Town, through its Dispatch Center, reserves the right to prioritize and redirect response of its "dedicated" ambulance in the event that more than one call is in progress and one of the calls has a higher priority as determined by EMD than the other.
- C. Provider shall staff each ambulance vehicle used to provide services in Farmington with a minimum of two (2) persons, both of who are certified Emergency Medical Technicians. The Provider's personnel employed in the performance of this agreement shall meet all educational and training requirements as set out in the State Department of Health Services Office of Emergency Medical Services and North Central Connecticut Emergency Medical Services Council regulations.
- D. The Provider shall designate a local manager of Provider's operations. Provider shall ensure that the Towns are informed of any change in the persons acting as local manager by supplying that person's title, qualifications, address, and telephone number to the Police Departments' Executive Officers.

III. OBLIGATIONS OF THE TOWN

- A. The Town shall maintain coverage of their emergency telephone numbers 24 hours per day, 7 days a week, 52 weeks a year and shall immediately forward all EMS calls received at said numbers to the Provider. The Towns will also undertake to use their best efforts to encourage their citizens to use 911 in medical emergencies. Additionally, the Town agrees to work with the Provider in efforts designed to make residents and entities within Farmington familiar with the Provider's services.
- B. The Town shall cause to issue the proper notices to law enforcement officials and fire officials that the Provider is the EMS service duly

authorized and PSAR in their Town and thereby shall be designated responder in the basic ambulance transport category.

- C. The Town shall support, before the North Central Connecticut Emergency Medical Services Council and /or State Department of Health Services Office of Emergency Medical Services, designation of the provider as the EMS provider in the category of basic ambulance transport for the Towns during the term of this contract. The terms of this contract are predicated on Provider holding such designation.

~~D. The Town shall, upon request, participate in all regulatory hearings on behalf of the Provider to secure licensing and certification related to this specific agreement and may appear on behalf of the Provider to support rate increase and/or additional permits that may be required from time to time.~~

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~~2. D. Advanced Life Support . AMR acknowledges that the Town of Farmington is served by The University of Connecticut Health Center Fire Department ("UCONN FD") for ALS services. AMR will continue to support UCONN FD with mutual aid ALS resources as requested, and if available to do so. UCONN FD is the ALS PSAR for Farmington.~~

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~~2.1. It is understood that Farmington is contracting with AMR for BLS services. AMR may staff its vehicles at either the BLS or ALS level based on its own operational needs, but does not assume the role as primary ALS provider if they have an ALS resource covering.~~

- E. To minimize the cost to Provider of providing dedicated services under this Agreement, Farmington shall provide the following items of support to Provider:

1. Housing - In order to maximize the amount of time the assigned Farmington ambulance remains in Town, Farmington agrees to provide suitable office/supply/crew change space in a suitable building, as well as a dedicated telephone line for local phone calls at no cost to AMR. This includes up to six free parking spaces for employee owned vehicles, and one space for an ambulance and/or supervisor vehicle.
2. Farmington also agrees to provide AMR with access to vehicle washing facilities in town at no cost.
3. It is understood that no garage space will be provided to AMR for vehicle housing.

4. Fuel - The Town agrees to supply AMR ambulances assigned to Farmington with municipal vehicle fuel at its pricing at AMR's expense.

IV. STANDARD OF CARE

- A. The Provider shall respond to all emergency calls in Farmington and shall maintain a sponsor hospital relationship, as required, throughout the period covered by this agreement, in conformance with DPH regulations.
- B. The Provider agrees to acknowledge and place itself under the direction of the incident commander or officer in charge of each call. The Provider and the Town 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 First Responders and the Provider are on scene together, and hold equal EMS certifications, they shall work collaboratively and the First Responders shall turn over care to the Provider.
- C. The parties recognize the Medical Priority Dispatch "Clawson" Emergency Medical Dispatch (EMD) protocols as the protocols to be followed for emergency medical dispatch personnel and all guidelines related to this contract.
- D. The Provider shall comply with the response time requirements specified in Section V of this Agreement. Response time shall be the time interval from the point at which the police department dispatcher passes the call to the Provider until the point at which the ambulance is physically at the scene.

V. RESPONSE TIME REQUIREMENTS

- A. Calls that result in a "D" or "E" response status under the EMD protocols will remain a Priority 1 response.
- B. All calls that result in an "A" or "C" response status under the EMD protocols will be dispatched as a priority 2 response; however the AMR dispatcher may, upon further information, upgrade a "C" status call to a priority 1 response when warranted according to EMD protocols, and Provider's dispatcher will so notify the PSAP dispatcher when such a change is made.

- C. All calls that result in a "B" response status under the EMD protocols will be dispatched as a priority 1 response, and Provider will so advise the Town PSAP.
- D. The Town shall track the response times for the 24-hour ambulance and also the 10-hour ambulance. Farmington ambulances shall maintain radio communication with the Town's PSAP and communicate when they are in and out of service, 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. Ambulances responding into Farmington that are other than the dedicated ambulances shall maintain radio communications with Town of Farmington responders by requesting a CMED channel for direct communication.
- E. AMR shall endeavor to provide all responses as quickly as possible, and within the "Allowable Limit." The Allowable Limit for a Priority 1 call shall be eight minutes and fifty-nine seconds (8:59). The Allowable Limit for a Priority 2 call shall be fifteen minutes and zero seconds (15:00).
- F. AMR shall endeavor to manage system overload in a timely manner. In the event of Systems Overload, AMR shall respond to Priority 1 calls within fifteen minutes and zero seconds (15:00) and Priority 2 calls within twenty-five minutes and zero seconds (25:00). These overload time requirements shall apply only to the first overload call. AMR will further endeavor to respond within these Allowable Limits for ninety percent of its requested responses, measured over a period no shorter than monthly (the Monthly Allowable Limit").
- G. Allowable Limits shall be calculated as follows.
 - a. Total Calls = The sum of all private calls that are routed through the Town's PSAP and 911 referrals received from the Town;
 - b. Total Exemptions = The total number of calls which qualify as "exemptions" under paragraph V.F.
 - c. Total Net Calls = Total Calls minus the Total Exemptions
 - d. Total Late Calls = The total of Priority 1 and Priority 2 calls over the applicable Allowable Limit;
 - e. Total Net Late Calls = Total Late Calls minus Total Exemptions;
 - f. % Non-Compliance = Total Net Late Calls divided by Total Net Calls;
 - g. % Over 10% = % Non-Compliance minus 10%;

- h. **Number of Calls Non-Compliant = % Over 10% times the Total Net Calls.**

The Provider shall not be considered as failing to meet the response time requirement: (a) if the PSAP dispatcher gives the Provider an incorrect address to which to respond; (b) if frozen precipitation prohibits or hinders travel along roadways to both Priority 1 and Priority 2 calls provided that the ambulance crew notifies the Farmington PSAP by radio while enroute to the call that this is the reason for the delay; (c) if traffic congestion delays a Priority 2 response provided that the ambulance crew notifies the Farmington PSAP and AMR dispatch by radio or MDT while enroute to the call that this is the reason for the delay; (d) if, while traveling to the scene of the call, the ambulance is involved in a traffic accident of such severity as to prevent it from reaching its destination; (e) if the ambulance's progress is impeded by a major disaster, riot, civil disturbance, or acts of God; (f) if power failure causes loss of traffic signals so as to make driving hazardous, or cause a delay in radio communications; (g) if there is a systems overload, which is defined as more than 1 (one) emergency call, when one ambulance is on duty, and more than 2 (two) emergency calls in the Town of Farmington that have been routed to the Town PSAP during the hours that 2 ambulances are to be assigned to the Town of Farmington, with not more than 60 minutes between the dispatch of the first and last call, except when transporting to non-local hospitals, or when ambulance personnel report unusual delays at the receiving hospital and such delay or non-local transport is reported by the crew on the radio to Farmington Base at the time of the transport or arrival at the destination hospital; (h) if, when making a request for ambulance service, the dispatcher specifically states that no immediately life-threatening emergency exists and there is no need for speed; or (i) for other calls as agreed on between the parties

VI.

PERFORMANCE REVIEW

- A. Oversight for this contract shall fall under the purview of the Farmington Police Chief and / or his or her Designee(s) and the Farmington Director of Fire & Rescue Services and / or his or her Designee(s) in conjunction with the designated representative(s) from AMR.

Representative(s) of the Town shall be in contact with AMR at least monthly, review quality of medical care provided, contract compliance, and any other business which shall appropriately arise out of the agreement.

- B. The Provider shall supply the Town, on a monthly basis, a report summarizing Provider's activities in Farmington for the previous month. Reports shall be received by the Police Chief and Director of Fire & Rescue Services by the 15th of each month for the preceding month. The report shall be in a format agreed to by the parties and shall contain the

information specified in paragraph V.(E) above. Whenever Monthly Allowable Limits have been exceeded, such report shall include an explanation of the reasons for the same.

- C. 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 administration of this contract, consistent with any obligations of the Town or Provider as to patient privacy.

Monthly, if Town finds that Provider is not meeting its obligations regarding the Allowable Limits, the Town may invoke a fine not to exceed the Number of Calls Non-Compliant times \$50.00, but such Fine shall only be assessed after meeting and conferring with Provider, and reasonably considering any explanation Provider may have for such performance. For calls that meet the "system overload" exception, such fee shall be assessed when the response times in section V. (F) are not met.

- D. Continuation of this agreement shall be contingent upon receipt by the Town of satisfactory reports from the sponsor hospital regarding the quality of medical care rendered by the Provider.

VII. MUTUAL AID

- A. The Provider shall provide fire standby service at the request of the Chief of any of the Town's fire departments or their duly authorized representative at no cost to the Town. If while on standby for such occasions, the Provider is required to transport anyone, including an employee of or representative of the Town (fire fighter, police officer, etc.), the Provider is permitted to bill for such service rendered. The Provider may also bill any available insurer for standby services rendered at the request of fire or police.
- B. Both parties to this contract shall endeavor to establish and maintain formal mutual aid agreements with provider services in the immediately adjacent towns. If Provider needs to access mutual aid, it shall first contact adjacent towns and thereafter shall contact North Central CMED.
- C. AMR may utilize any resource for mutual aid for emergencies in any community, with the understanding that coverage of Farmington is established as quickly as possible in order to minimize response times and

provide essential services. In the instances that the BLS Ambulance that is dedicated to Farmington is deployed to other than a Farmington 911 Call or any emergency call as defined by OEMS that is routed through the PSAP, AMR shall notify Farmington Base immediately after deploying that ambulance. Whenever possible, the AMR ambulance assigned to "backfill" or "cover" Farmington shall establish communication with Farmington Base via radio, indicating they are covering town. Such mutual aid calls do not count into the calculation for "overload" in Town and AMR is still required to meet all response times' requirements as set forth in this contract.

- D. A reciprocal primary mutual aid agreement shall exist between the Towns of Avon and Farmington. These communities agree to share EMS resources on a routine basis as needed provided that notification is made to the Farmington PSAP whenever the ambulance that is dedicated to Farmington is used for a call in Avon. Avon calls do not count into the calculation for "overload" in Farmington and AMR is still required to meet all response time requirements as set forth in this contract.
- E. Dedicated resources shall not be used by AMR for "routine" transports or any calls that are not routed through the PSAP.
- F. In the event that AMR does not have resources available to answer an emergency call in Farmington, it shall activate mutual aid from another provider. Farmington PSAP may not activate a mutual aid agency to any emergency call in town without consultation with AMR dispatch.
- G. In the event that AMR anticipates an extended response to an emergency in Farmington, it reserves the right to activate mutual aid from another provider. Farmington PSAP may not activate a mutual aid agency to any emergency call in town without consultation with AMR dispatch.

VIII. COMMUNICATION SYSTEM

- A. The Town, at its expense, shall provide any necessary communication lines between the Provider's local base of operations and the Town's emergency communications center. The Provider, at its expense, shall supply to the Towns any necessary remote radio link capable of two-way communication between the Provider's base and mobile units of the Provider and the Towns' emergency communications centers.

1. **Communications.** AMR and Farmington 911 Communications will maintain a CAD-to-CAD link as well as voice communications in the proper deployment and current status of contracted ambulances. In the instances that the BLS Ambulance that is dedicated to Farmington is deployed to other than a Farmington 911 Call, AMR shall notify Farmington Base immediately after deploying that ambulance.
2. Farmington shall provide AMR with two portable radios and chargers on the municipal fire or police frequency for use on their dedicated ambulance.
3. All parties shall agree on a protocol in the dispatching and communications between the Town of Farmington and AMR.

B. In addition, the Provider shall maintain a medical communication system as required and approved by the North Central Connecticut Emergency Medical Services Council.

IX. RELATIONSHIP OF THE PARTIES

While engaged in carrying out and complying with the terms and conditions of this agreement, Provider is an independent contractor and not an officer, employee, or agent of any of the Town. Provider 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 Town.

It is mutually agreed that this contract is an agreement for services and not a contract of employment and that, as such, the Provider and its agents, servants, and/or employees shall not be entitled to any employment benefits from the Town.

No ambulance utilized by the Provider in providing service under this agreement shall have any marking or wording upon it identifying it as being affiliated with the Town. Provider may not advertise itself as being affiliated with the Town.

X. INSURANCE

A. Indemnification

Provider agrees to indemnify and hold the Town, their 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 Provider's negligence or misconduct in performing its obligations under this Agreement, or breach of the same. The Provider shall at all times enter its appearances for, defend, indemnify, protect, and save harmless the Town, their officers, agents, servants, and/or employees from any and all liabilities, claims, and demands, costs, judgments, and expenses, including attorney fees, either in law or in equity, for which Provider has agreed to indemnify either Town.

B. Liability Insurance Coverage

The Provider agrees that it will maintain in force during the term of this agreement, at its own expense, a liability insurance policy which will insure and indemnify the Provider and the Town from any suits, claims, or actions brought by any person or persons and from all costs and expenses of litigation brought against the Town for such injuries to persons or damage to property occurring during the term of this Agreement or thereafter that result from Provider's negligence or misconduct in performing its obligations under this Agreement.

C. Proof of Insurance Coverage

1. During Term and After Termination of Agreement

At all times during the term of this agreement, the Provider shall maintain on file with the Town a specific insurance certification which names the Town 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 agreement.

2. Worker's Compensation

A certificate of insurance showing the force and limits of workers compensation coverage shall also be furnished to the Town.

D. Cancellation or Reduction of Policies

Provider shall not cancel or reduce said insurance coverage. The Provider shall not have the right to perform such services under this agreement without effective insurance coverage as set forth herein.

XI. NONPERFORMANCE PENALTIES

- A. This agreement may be terminated by any of the parties (individual Town or Provider) upon thirty (30) days written notice for failure to maintain performance consistent with the terms of this contract.
- B. If the Provider 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 the Provider for operation of ambulance services is revoked or rejected by a sponsor hospital or State Department of Health Services Office of Emergency Medical Services or any other responsible regulatory agency, the Town may lawfully, at their option, cancel this agreement.

XII. FINANCIAL CONSIDERATIONS

All costs of provision of services covered by this agreement are the sole responsibility of the Provider. All revenues to be derived there from in charges to patient users of such ambulance service are the sole property of the Provider, except where specifically notified in this agreement. Provider shall bill patient users directly in accord with rates in accordance with those established by the State of Connecticut Health Department Office of Emergency Medical Services. 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.

It is not the intent of any of the parties to this Agreement that any remuneration, benefit or privilege provided for or under this agreement 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 Agreement. Any payments specified in this Agreement 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 Agreement is intended or shall be construed to confer upon any person any remedy or claim as third party beneficiary or otherwise.

XIII. MUTUAL COOPERATION

A. The Provider will participate in the following activities:

1. Mass casualty planning for the Town
2. Public information and educational program
3. Public Safety Officer and employee in-servicing on EMS

Provider agrees to hold open its offer of paramedic level service at rates to be negotiated between the parties.

XIV. SEVERABILITY

Nothing in this agreement is intended to conflict with current state or local directives or applicable law. If the terms of this agreement are inconsistent with existing directives or with applicable law, those portions of this 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. If a court determines that any clause in this contract is invalid, that clause will be reviewed and changed as necessary to achieve compliance with applicable law.

In witness whereof, the parties have executed this agreement, warranting by their signature that he or she is duly authorized to execute and deliver this agreement on behalf of the entity for which they have executed the agreement.

THE TOWN:

AMR:

Town of Farmington

American Medical Response of Connecticut, Inc.

Regulatory Addendum

This Regulatory Addendum is incorporated into that certain Contract for Ambulance Services dated November 1, 2011 ("Agreement"). This Regulatory Addendum shall be effective once executed by both parties and shall be co-terminus with the Agreement. This Regulatory Addendum supersedes any inconsistent terms in the Agreement.

Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

Compliance Program and Code of Conduct. AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement 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 affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

American Medical Response of Connecticut, Inc.

By: _____

Print Name _____

Print Title _____

Town of Farmington

By: _____

Print Name _____

Print Title _____