



MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT made as of this first day of July 2023 by and between VINTECH MANAGEMENT SERVICES, LLC, a Connecticut limited liability company, whose address is 16 Bird Street, Torrington, Connecticut 06790 (Vintech), and MORTLAKE FIRE COMPANY, a Connecticut corporation, whose mailing address is P.O. Box 301, 12 Canterbury Road. Brooklyn, CT 06234 (Fire Department)

WITNESSETH:

WHEREAS, Vintech is a management service organization providing certified Emergency Medical Technicians ("EMTs") to ambulance services in Connecticut; and

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

WHEREAS, Mortlake Fire Company desires to retain Vintech to provide EMT personnel to augment volunteer staffing of Mortlake Fire Company.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Vintech and Mortlake Fire Company agree as follows:

- 1) Management Service Provider. Mortlake Fire Company does hereby appoint Vintech as its non-exclusive management service provider to provide paid Vintech EMT personnel for the area it serves during the term of this Agreement. Vintech has complete discretion and the sole right to decide which of its employees will be assigned to Mortlake Fire Company and the area served by Mortlake Fire Company.
- 2) Services Provided. Mortlake Fire Company agrees to purchase Vintech's services on the following terms and conditions:
 - a) Contractual Shifts: Mortlake Fire Company agrees to purchase weekly EMT staffing services according to the schedule outlined in Exhibit B. Changes to contractual shift

schedules must be made via email with at least 60 days notice.

- b) Per Diem Shifts: Excluding contractual shifts (as defined above), Mortlake Fire Company agrees that any EMT staffing services purchased from Vintech with at least 72 hours' notice of an open shift ("Per Diem Shifts") will be billed at the Per Diem Shifts Rate as defined in Section 6(a) and in Exhibit "A". For these shifts, Vintech guarantees coverage. The minimum shift length is 6 hours.
 - c) Short Notice Shifts: Mortlake Fire Company agrees that any EMT staffing services purchased from Vintech with less than 72 hours' notice of an open shift ("Short Notice Shifts") will be billed at the Short Notice Shifts Rate as defined in Section 6(a) and in Exhibit "A. For these shifts, Vintech cannot guarantee coverage. The minimum shift length for these shifts is 6 hours.
- 3) Vintech's Duties and Responsibilities. Vintech agrees to:
- a) Provide proof of current State of Connecticut EMT certification of all employees staffed at Mortlake Fire Company. All personnel shall also possess all other licenses and certifications necessary to perform EMT services for Mortlake Fire Company under this Agreement;
 - b) Ensure that all employees have completed EVOC or CEVO training and that records of such training are made available upon request by Mortlake Fire Company.
 - c) Provide a schedule of employee hours, with detailed billing to Mortlake Fire Company;
 - d) Ensure that all Vintech personnel performing services for Mortlake Fire Company use their best efforts to act according to the Mortlake Fire Company's standard operating procedures manual during assigned shifts, so long as a copy of such manual is provided in advance to Vintech. Mortlake Fire Company will notify Vintech if it has an issue with Vintech personnel not acting in accordance with any policies or procedures outlined in Mortlake Fire Company's manual. Mortlake Fire Company will provide a description of the issue and recommendations that would fix the issue. After notification, both parties agree to work in good faith with the other party to resolve any such issues, and Vintech will take appropriate action against Vintech personnel if warranted. Except as otherwise provided in this Agreement, Vintech has sole discretion to discipline its employees as it sees fit;
 - e) Provide a time clock or other time-keeping system for payroll purposes if Vintech employees are held past their scheduled shift, time cards (or e-time cards) will reflect the ambulance case number for verification;
 - f) If an on-duty or oncoming Vintech employee gets sick or injured, Vintech will make every effort to provide a qualified replacement within 4 hours of the time Vintech becomes aware of the situation. Further, every effort will be made to provide staff that have current medical control authorization for Sponsor Hospital;

however if such person is not available, the staff person assigned will have active medical control and be qualified in accordance with the CT statewide protocols for that level.

- g) Implement employee policies and have sole responsibility for: (1) hiring, (2) payroll, (3) compensation, (4) overtime, (5) benefits (including, but not limited to, worker's compensation), (6) tax consequences, (7) all other costs or other obligations to personnel provided under this Agreement, as well as (8) termination of personnel providing services pursuant to this Agreement;
- h) Discipline Vintech employees, according to Vintech's policies and procedures, within Vintech's sole discretion, for any known incidents that Mortlake Fire Company, any violations of Vintech's policies and procedures, or other violations of applicable federal, state or local laws, regulations, rules or protocols. A copy of Vintech's disciplinary policies and procedures will be provided to Mortlake Fire Company upon execution of this agreement and when they are amended from time to time
- i) Maintain and provide proof of workers' compensation insurance on all personnel in an amount required by state law;
- j) Maintain and provide proof of general liability and professional liability (malpractice) insurance in an amount no less than two (2) million dollars (\$2,000,000) per occurrence and not less than two (2) million dollars (\$2,000,000) in the aggregate; each and excess (umbrella) liability of not less than five (5) million dollars (\$5,000,000). A copy of the current COI will accompany this contract. Such policies shall name the MORTLAKE FIRE COMPANY. and its officers, members, and employees as additional insured. The certificate of insurance shall provide thirty (30) days advance written notice of cancellation or nonrenewal. Vintech coverage shall be primary and non-contributory, and a waiver of subrogation shall apply in favor of MORTLAKE FIRE COMPANY on policies for employees and workers' compensation only.
- k) Provide employees uniforms (consisting of a job shirt and a polo shirt).
- l) Ensure the timely completion of electronic PCR forms by its employees. Charts are to be completed by the end of the shift. If it is not possible, the Vintech employees must notify their supervisor, who will notify the Mortlake Fire Company Service Administrator. Charts for trauma calls will be completed and left at the hospital per state protocols.
- m) Perform quality assurance of all ePCRs created by Vintech employees at no additional cost to Mortlake Fire Company.
- n) Cover insurance deductibles up to \$1,500 (fifteen hundred dollars) in cases where Mortlake Fire Company and Vintech jointly determine that a Vintech employee acted with wanton disregard or malice in causing the liability or damages.

- 4) Mortlake Fire Company Duties and Responsibilities. Mortlake Fire Company agrees to:
- a) Provide all equipment required for pre-hospital care at Mortlake Fire Company's current level of certification/licensure, including, but not limited to, radios, ambulance, and medical equipment. All ambulance vehicles shall be marked, supplied, and equipped as required by the Connecticut Department of Public Health and otherwise complies with all state, federal, and local laws and regulations regarding ambulance vehicles. All ambulances and equipment upon which Vintech personnel will render services pursuant to this Agreement shall comply with applicable safety standards, receive proper and regular maintenance and service, and be kept in good, safe working order. Mortlake Fire Company shall provide Vintech with each ambulance's maintenance records, maintenance schedule, or other documentation upon request. Vintech shall also have the right to inspect the ambulances, as Vintech reasonably requests, to ensure Mortlake Fire Company compliance with this Paragraph;
 - b) Notify its insurance carriers of the provisions of this Agreement and take all steps necessary to ensure that all personnel operating Mortlake Fire Company vehicles under the terms of this Agreement are permissive or authorized users of such vehicles for purposes under Mortlake Fire Company vehicle insurance policies. Copies of such notifications shall be provided to Vintech upon request. Mortlake Fire Company will maintain liability insurance coverage on any ambulance vehicles on which Vintech shall render services hereunder with policy limits mutually acceptable to both parties. Mortlake Fire Company shall provide Vintech with motor vehicle Insurance certificate(s) naming Vintech and its employees as additional insured. Such certificate(s) shall provide that the policy shall not be canceled or terminated with less than thirty (30) days advance written notice to Vintech;
 - c) Make its facilities, excepting any private or business-related offices, available for use by personnel providing services under this Agreement. Mortlake Fire Company will provide Vintech employees with appropriate quarters while not working on emergency responses. Vintech certifies that the current existing quarters are appropriate for the scope of work outlined in section 2(a).
 - d) Provide access to a computer with internet capabilities to access electronic time cards and web scheduling program;
 - e) Inform Vintech within 45 days of all claims, lawsuits, threatened litigation, incidents, accidents, or unusual occurrences involving Vintech or its personnel as related to Vintech's performance under this Agreement;
 - f) Ensure that personnel assigned by Vintech to Mortlake Fire Company are expressly permitted to operate Mortlake Fire Company vehicles, radios, and emergency medical equipment for the purposes of carrying out their duties under

this Agreement. Vintech employees shall be considered authorized users of such vehicles, radios, and equipment for coverage under Mortlake Fire Company's applicable insurance policies. Vintech shall be named as an additional insured on Mortlake Fire Company's applicable insurance policies;

- g) Be responsible for any and all billing the Mortlake Fire Company may choose to perform for its ambulance services;
 - h) Notify Vintech of all instances where Mortlake Fire Company reasonably believes that a Vintech employee needs to be disciplined for any reason. Mortlake Fire Company may suggest appropriate discipline to Vintech, and Vintech shall have the right to approve or disapprove of the suggested discipline. Vintech shall have the sole discretion to discipline Vintech employees as Vintech sees fit, except under urgent circumstances. Urgent circumstances may include instances where Mortlake Fire Company needs to issue immediate discipline to avoid harm to persons or property. Mortlake Fire Company understands and agrees that Vintech has the sole ability to terminate Vintech employees and that if termination of the Vintech employee is the desired disciplinary measure, then this must come from Vintech and not from Mortlake Fire Company, even under urgent circumstances.
 - i) Maintain in full force and effect comprehensive general liability insurance policies for real and personal property and bodily injury with minimum limits mutually agreeable to both parties. Such policies shall name Vintech as an additional insured. Mortlake Fire Company shall provide a certificate evidencing such coverage upon the request of Vintech. Such certificate shall provide that the policy shall not be canceled or terminated with less than thirty (30) days advance written notice to Vintech.
 - j) Up to 3 designated representatives of Mortlake Fire Company will be provided electronic access to view the Vintech mobile schedule web application. Mortlake Fire Company may also use the Scheduling application to schedule volunteers and Mortlake Fire Company per diem employees. Vintech agrees to permit up to 3 total Mortlake Fire Company login accounts to be added free of charge. Any accounts above and beyond the 3 will be billed at \$5.00/member/month.
 - k) Mortlake Fire Company agrees to provide Q/A level access to the electronic PCR software for up to 2 qualified representatives of Vintech. Vintech assures these representatives will have been trained in HIPAA compliance.
- 5) Term of Agreement/Termination. This Agreement shall commence as of July 1, 2023, and either party may cancel this agreement at any time with or without cause by giving the other party at least sixty (60) days written notice. This contract will renew automatically in 1-year increments unless such notice is given.
- 6) Costs and Terms of Payment.
- a) Mortlake Fire Company will pay Vintech an hourly rate for any services rendered

as shown in Exhibit "A":

- i) For Contractual Shift Staffing, Mortlake Fire Company will transmit via ACH transfer bi-weekly pre-payments as outlined in Exhibit B, commencing on or before June 26th, 2023, and every two weeks after that. A default interest charge of one and one-half percent (1%) per month will accrue on all unpaid balances after the tenth (10th) day from the date of such invoice.
 - ii) For Per diem staffing (standard or short notice) and any holdover hours, Mortlake Fire Company will make bi-weekly payments to Vintech as outlined in Exhibit B, commencing on or before June 26th, 2023, and every two weeks after that. A default interest charge of one and one-half percent (1%) per month will accrue on all unpaid balances after the tenth (10th) day from the date of such invoice.
- b) Vintech agrees to publish the effective rate schedules annually no later than January 1st for the time frame commencing July 1st. Notification of the rate schedule will be via email.
- 7) Independent Contractor. The relationship of Vintech to Mortlake Fire Company in the course of its duties pursuant hereto is that of an independent contractor, and nothing contained in this Agreement shall be construed to constitute Mortlake Fire Company as a partner, joint venture or employee of Vintech. Neither party shall have the powers to bind or obligate the other except as set forth in this Agreement.
- 8) Employment Relationship. It is expressly understood and agreed upon by both parties that all employees under this Agreement are Vintech employees, and are not employees of Mortlake Fire Company. It is not the intent of the parties to create a joint employment relationship with respect to personnel providing services hereunder and Mortlake Fire Company shall not exercise control over the employees of Vintech. *Vintech, as an independent contractor, shall be exclusively responsible for: hiring, firing, paying and determining the rate of pay, disciplining and otherwise managing and exercising control over Vintech employees.*
- 9) Standard Operating Procedures Manual. All Vintech employees will read and sign an acknowledgment that they have read, understand, and agree to act according to Mortlake Fire Company's Standard Operating Guidelines, subject to the provisions of this Agreement.
- 10) Activation Time. All Vintech employees will maintain activation times equal to or less than two (3) minutes for at least 95% of all EMS calls. Any activation time exceeding three (4) minutes will be documented. "Activation time" is defined as the interval between (1) the end of the dispatch announcement and the acknowledgment of the emergency via whatever appropriate means (i.e., radio, telephone) and (2) the Response. "Response" is defined as notification to the Dispatch Center that the ambulance is en route to the call. The time of dispatch is measured from the end of the dispatch announcement.

11) Medical Control.

- a) All Vintech employees assigned to work at Mortlake Fire Company must have current medical control as set forth in paragraph 3(a). Vintech hereby agrees to provide Mortlake Fire Company with proof of each assigned employee's medical control authorization, and Vintech shall keep Mortlake Fire Company apprised of the status of each Vintech employee's medical control, including, but not limited to, promptly notifying Mortlake Fire Company of any action threatened or taken on a Vintech's employee's medical control authorization, whether resulting from an incident occurring while on assignment at Mortlake Fire Company or otherwise.
- b) Mortlake Fire Company reserves the right to change its Sponsor Hospital at any time during this Agreement and shall notify Vintech promptly in the event that it elects to do so.

12) Operating License.

- a) Each party agrees to immediately notify the other regarding any issues involving their license/certificate to operate, up to and including suspension and/or revocation of its license and/or the failure to renew its license/certificate in a timely fashion.
- b) In the event that Mortlake Fire Company is prohibited from performing EMS duties for any reason, the Mortlake Fire Company will remain liable to Vintech for any and all regularly scheduled hours for fourteen days following notification in which the Association's duties are compromised.

13) Indemnification.

- a) Vintech agrees to indemnify and hold harmless the Mortlake Fire Company and all their employees, volunteers, and agents from any and all claims, causes of action, injuries, and damages arising from the negligent or intentional misconduct or failure of performance of any Vintech employee during the course of their performance of this Agreement, including but not limited to all damages and attorney's fees incurred by Mortlake Fire Company.
- b) Mortlake Fire Company agrees to indemnify and hold harmless Vintech and all its employees and agents from any and all claims, causes of action, injuries, and damages including, but not limited to, personal injury, property damage, and vehicle damage, to the extent caused by any act or omission on the part of Mortlake Fire Company or its agents, volunteers, members, officers, directors or other personnel, including attorney's fees incurred by Vintech. The Mortlake Fire Company further agrees to indemnify and hold harmless Vintech and all its employees and agents from any and all claims arising as a result of an act or omission of a Vintech employee while such individual is acting in the capacity of a volunteer for the Mortlake Fire Company including but not limited to all damages and attorney's fees incurred by Vintech. Mortlake Fire Company

understands and acknowledges that if employees of Vintech are permitted to volunteer for Mortlake Fire Company, there is a substantial risk that both Vintech and Mortlake Fire Company could be liable to compensate the individual for time spent volunteering. Therefore, to the extent that Mortlake Fire Company Association has permitted a Vintech employee to volunteer in any capacity for Mortlake Fire Company, Mortlake Fire Company Association further agrees to indemnify and hold harmless Vintech and its employees and agents from any and all claims, causes of action, injuries, and damages, including claims for back wages, liquidated damages, attorney's fees, civil monetary penalties, criminal penalties, and any court costs arising from any action under the Fair Labor Standards Act or similar State law.

14) Disclaimer. Vintech shall not be liable to the Mortlake Fire Company or any other entity for any Acts of God or other factors beyond its control that limit or prevent Vintech employees from properly performing their duties, including but not limited to Vintech employees not arriving for work on time.

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

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

If to Vintech Management Services, LLC:	16 Bird Street Torrington, CT 06790 Phone: 860-496-8199 Office@vintech-management.com
If to Mortlake Fire Company	P.O. Box 301 Brooklyn, CT 06234

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

17) Waiver or Breach. The waiver by either party or a breach of any provision of this

Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed.

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

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

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

Vintech Management Services, LLC

Name/Title: Vincent Wheeler, President

Signature:

Date:

Mortlake Fire Company

Name/Title: Stephen A. Breen
Chief

Signature:



Date: 5/8/23