

## **AMBULANCE SERVICES AGREEMENT**

This Agreement made the 1st day of January 2022, by and between the Village of New Berlin, a municipal corporation situated in the County of Chenango, State of New York (hereinafter "Village") and the Town of New Lisbon, a municipal corporation situated in the County of Otsego, State of New York (hereafter "Town"),

### **WITNESSETH**

**WHEREAS**, the Town is under contract with the Garrattsville Fire Company ("Primary Contracting Agency") to provide emergency ambulance services, i.e., emergency medical services including ambulance service, to the Town but the Primary Contracting Agency is sometimes unable to provide such services when needed; and

**WHEREAS**, the Town holds its own temporary ambulance operating authority, also known as a Municipal Certificate of Need ("Muni-CON"), from the New York State Department of Health ("DOH") pursuant to the Public Health Law Article 30, bearing serial #36575 and expiring December 14, 2022, to enable it to contract with a second agency for the provision of emergency ambulance services to the Town, and plans to make the Muni-CON permanent; and

**WHEREAS**, the Village is a municipal corporation, which as a part of its governmental functions operates, conducts, and maintains an emergency ambulance service to serve the people within the Village under the provisions of a municipal CON from DOH; and

**WHEREAS**, such emergency services are vital and necessary to the health and welfare of the inhabitants of the Town and the parties hereto believe that the best and most routinely available ambulance services may be obtained for their citizens by entering into an inter-municipal agreement for such ambulance services as hereinafter set forth.

**NOW, THEREFORE**, with the intent to bind and be bound, the parties hereto in consideration of the mutual covenants and conditions herein contained agree as follows:

### **PROVISION OF EMERGENCY MEDICAL SERVICES**

1.1 The Village will maintain for use within the Village and Town a minimum of one staffed ambulance which complies with the regulations of the New York State Department of Health, Bureau of Emergency Medical Services and Trauma, to serve the emergency medical needs of those persons within the boundaries of the Village and the Town, where contracted areas

apply. The provision of equipment, services and transportation shall be provided in accordance with the contract provisions herein unless an ambulance is out of service for mechanical issues, and/or there is an emergency shortage of personnel due to unforeseen circumstances.

1.2 This service shall be provided 16 hours per day, 7 days a week.

1.3 The Village will cause the Town to enter into mutual aid agreements in accordance with the Chenango and Otsego County EMS practices and procedure so that in the event the Village is unable to respond to a call for service within the Town, there will be a plan for coverage of such call; however, no party hereto guarantees response to any specific call by any specific EMS provider.

1.4 The Village will follow Susquehanna Regional Emergency Medical Services (Susquehanna REMSCO) protocols for dispatch.

1.5 Upon dispatch and/or arrival at any scene, the Village shall be fully responsible for determining on a case-by-case basis whether or not basic or advanced life support appears necessary.

1.6 The Town shall have no responsibility for dispatch or other determination of level of care.

1.7 The Village of New Berlin will respond to given 911 calls only if the Primary Contracting Agency has been deemed unable to respond by either Chenango County or Otsego County 911 Emergency Dispatch Center.

### **CONTROLLED SUBSTANCES LICENSE AND USE**

2.1 In accordance with the NYS Department of Health Bureau of Narcotic Enforcement and NYS Department of Health Bureau of EMS and Trauma policy and procedure, the Village of New Berlin, possessing a valid and subsisting license to possess and administer controlled substances, its hereby authorized to utilize said controlled substances license when operating in the Town.

### **TERM**

3.1 The term of this Agreement shall commence on January 1, 2022 and shall continue through December 31, 2022.

## **COMPENSATION**

4.1 The Town agrees to pay the Village at the rate of Six Thousand Dollars (\$6,000) for twelve months of service. This amount shall be paid in equal installments, the first payment being due on the Effective Date and subsequent payments being due on the first day of each calendar quarter thereafter.

4.2 Except as provided in Section 4.1, the Town shall have no responsibility with respect to, or liability for, payments to or costs incurred by the Village in the performance of its obligations under this Agreement or otherwise.

4.3 As and for additional compensation, Village shall bill and collect for services provided pursuant to this Agreement, in the name of the Village, utilizing the services of a third party billing company, to wit, Multimed Billing. Village shall be allowed to recover and retain all amounts so billed and collected.

## **HOLD HARMLESS AGREEMENT**

5. To the fullest extent permitted by law, the Village will defend, indemnify and hold the Town harmless from and against all claims for personal injuries, damages or administrative enforcement arising out of the Village's operations of its emergency ambulance services, its actions or its obligations under this Agreement.

## **INSURANCE**

6.1 Village agrees to maintain liability insurance sufficient to ensure itself against claims for unintentional torts resulting in personal injuries or property damage in the amount of One million dollars (\$1,000,000.00) per claim, with an additional umbrella of Five Million Dollars in coverage (\$5,000,000). Village agrees to maintain automobile insurance for injuries arising out of the operation of emergency vehicles owned by the Village in the amount of One million dollars (\$1,000,000.00) per claim, with an additional umbrella of Five Million Dollars in coverage (\$5,000,000).

6.2 Village agrees to maintain a general liability policy, including Professional Liability, in the amount of One million dollars (\$1,000,000.00) per claim, with an additional umbrella of Five Million Dollars in coverage (\$5,000,000).

6.3 Village shall have the Town and Districts named as an additional insured on all insurance policies and will provide the Town with copies of the relevant certificates of additional insured parties.

## **BILLING, BOOKS & RECORDS**

7.1 The Town recognizes that the Village will bill, on behalf of the Village, patients or their insurance carriers for services and transportation rendered pursuant to this Agreement and in accordance with applicable law and regulation and approves of this practice. The Village shall be solely responsible for setting the fees for services, subject to Section 7.2.

7.2 The Village agrees at all times during the Agreement to charge at the same rate for services whether in the Village or Town.

7.3 Village will bill on behalf of the Village utilizing the services of a third party billing company, to wit, Multimed Billing Services.

7.4 Nothing herein shall require the Village to waive any co-payments or deductibles and the Village is required under the law to make all reasonable efforts to obtain payments for co-payments and deductibles directly from any recipient of service.

7.5 Village may initiate legal action against any person who does not tender payment for Villages' services without interference from Town, provided however that the Village shall not name the Town as a party to such legal action and that, in the event the Town is nevertheless named as a party, the Village shall defend and indemnify the Town with respect to the defense of and any liabilities incurred as a result of such legal action.

7.6 As soon as practical, a copy of the monthly abstracts of bills and vouchers, along with the monthly profit and loss actual statements will be sent via email to each Town. Such statements shall include monthly and year to date revenues and expenses and budget variances for each budget line item and shall also include the standard monthly call volume statistics to the Town at the beginning of each calendar month for review. There shall be also included the number of calls that were not answered by the ambulance for the Town, and who answered the call if the Village did not.

7.7 The Town understands that such data may not be finalized and subject to review and amendment in order to assure accurate reporting of relevant data. Any such amendments shall be immediately copied to the Town.

7.8 Quarterly meetings will be scheduled with the Village and Town to review the expenses, revenues, and general financial condition of the Village's emergency ambulance services operations. At the request of the Town, the Village shall make its books and records reasonably available to the Town or its representatives for the purpose of confirming that revenues re-

ceived by the Village intended for the operation of its emergency ambulance service are being used solely for that purpose.

### **EMPLOYMENT STATUS**

8. The Village members and /or paid staff shall not be deemed employees of the Town. Nothing herein creates an employment relationship which subjects the Village, its members and/or paid staff to the supervision and control of the Town, nor creates municipal liability on behalf of the Town.

### **EXPIRATION OR TERMINATION OF RESPONSIBILITIES**

9. Upon expiration or termination of the Agreement as provided herein, the Village shall have no liability or responsibility for providing services under this Agreement to any person within the Town's boundaries except as may be required by valid Mutual Aid Agreements.

### **GROUNDS FOR TERMINATION**

10.1 This Agreement shall terminate prior to the expiration of the term hereto upon the happening of any of the following events.

- Upon the Town failure to deliver the monies due to the Village under this Agreement on or before thirty (30) days after the each payment due date, so long as the Village provides seven days' written notice to the Town of the date it will stop providing such service;
- On the loss or suspension of Village's ability to deliver emergency medical services due to the loss of a certificate of need, the loss of operating permits or licenses, or a cessation of its corporate existence;
- The failure of the Village to respond to requests for emergency medical services within the Town's boundaries for a period of not less than ten (10) days, so long as the Town provides the Village with Seven (7) days' written notice of the date services will no longer be permitted.
- The loss by the Town of their ambulance operating authority.

10.2 If the Agreement is terminated for any reason before the end of the term, the Village shall be entitled to retain only that amount of money earned through the date of termination, prorated on a weekly basis. The Village must repay the Town any and all money paid by the Town not earned by the Village as of the date of termination within sixty (60) days of termination.

## **NOTICES**

11. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing, and shall be deemed duly given if delivered by hand or mailed by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth or to such other addresses as may be designated by written notices complying as to delivery with the terms of this section.

To the Village of New Berlin:

Village of New Berlin  
P. O. Box 280  
13 So. Main St.  
New Berlin, New York 13411

To the Town of New Lisbon:

Town of New Lisbon  
908 County Highway 16  
Garrattsville, NY 13342

Attn: Town Supervisor

## **SAVINGS CLAUSE**

12. If any provision of this Agreement is determined to be legally invalid, inoperative or unenforceable, only that particular provision shall be affected, and such determination shall have no effect whatsoever on any other provision of this Agreement and all other provisions shall remain in full force and effect.

## **WAIVER**

13. No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or acquiescence to such default, nor shall it affect any subsequent default of the same or a different nature. All rights and remedies herein conferred shall be in addition to and not exclusive of, any and all other rights or remedies now or hereafter existing at law or in equity.

## **HEADINGS**

14. All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope or intent of any provision hereof.

## **FURTHER ASSURANCES**

15. Each party shall execute and deliver all documents, provide all information, and take or forbear from all such action as may be necessary or appropriate to achieve the purpose set forth in this Agreement.

## **BINDING EFFECT**

16. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective administrators, successors and assigns.

## **COUNTERPARTS**

17. This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding Agreement. This agreement shall only take effect upon the signing of all of the parties hereto. Should one or more parties not enter into this agreement, the terms set forth herein shall be subject to change.

## **GOVERNING LAW**

18. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Chenango in the state of New York is hereby designated as the place of trial for any action or proceeding arising from or in any way connected to this Agreement.

## **NO ASSIGNMENT**

19. This Agreement shall not be assigned in anyway by any party without the prior written consent of the other party.

## **GENDER-NEUTRAL**

20. Whenever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include

both genders and the words “hereof” and hereafter” shall refer to the entire Agreement and not to any particular provision or section.

**ENTIRE AGREEMENT**

21. This Agreement is the entire Agreement for the provision of emergency ambulance services between the parties and shall not change, except by a writing signed by the party to be charged. Further, this Agreement shall supersede all prior agreements between the parties related to the provision of emergency ambulance services to the Town.

**IN WITNESS WHEREOF**, the parties hereto have set their respective hands and seals as of this day and year first above written.

**VILLAGE OF NEW BERLIN**

\_\_\_\_\_  
By: Peter Lennon, Mayor                      Date:

**TOWN OF NEW LISBON**

\_\_\_\_\_  
By: Edward T. Lentz, Supervisor                      Date: